



हरियाणा HARYANA

RANJAN NARULA

B 658951

ARBITRATOR

Appointed by the .In Registry – National Internet Exchange of India

In the matter of:

Confederation Nationale Du Credit Mutuel

88-90, rue Cardinet

75017 Paris.

France

Phone: +33 (0) 1 44 01 10 10

Email: domain-admin@creditmutuel.eu

.Complainant

Steely Black

Domains Masters

SZ

SZ

Jiangsu

210000

CN.

Phone: +86.86920858

Email: cn-afu@hotmail.com

.Respondent

AWARD

1) The Parties:

The Complainant is Confederation Nationale Du Credit Mutuel, 88-90, rue Cardinet, 75017 Paris, France. The Complainant is represented by its authorized representatives MEYER & Partenaires, Bureaux Europe - 20 Place des Halles, 67000 Strasbourg, who have submitted complaint against the domain. The Respondent is Steely Black, Domains Masters, SZ SZ, Jiangsu, 210000, CN.

2) The Domain Name, Registrar & Registrant:

The disputed domain name is www.credit-mutuel.in The Registrar is National Internet Exchange of India. The Registrant is Steely Black (Respondent), Domains Masters, SZ SZ, Jiangsu, 210000, CN.

3) Procedural History:

The Complainant filed this complaint with the .IN Registry and the .IN Registry appointed "Ranjan Narula" ("The Arbitrator") as the Sole Arbitrator under clause 5 of its policy. On 29th March, 2011 the Arbitrator gave his statement of acceptance and declaration of impartiality and independence. The complaint was produced before the Arbitrator on 29th March, 2011 and the notice was issued to the Respondent on March 29, 2011 at his email address with a deadline of 10 days to submit his reply to the arbitration. The Respondent did not submit any response. On 21st April, the Arbitrator granted further opportunity to the Respondent to submit its response on or

before 25th April, 2011. However, no response was submitted by the Respondent within the stipulated time or thereafter. Therefore the complaint



is being decided based on materials submitted by the Complainant and contentions put forth by them.

4) Summary of the Complainant's contentions in the Complaint:

The complainant in support of its case has made the following submissions

- a) CONFEDERATION NATIONALE DU CREDIT MUTUEL is the political and central body for the Credit Mutuel Banking Group. CREDIT MUTUEL is the second French banking and insurance service group, which provides services to approximately 12 (twelve) millions of clients for more than a century.

CREDIT MUTUEL is a network of 3178 offices in France through 18 regional bank federations.

- b) The complainant is present in every area of finance, the CREDIT MUTUEL group is a major player on the market of personal banking and in the corporate area. Its main priority is to provide high-quality relationships and services to its members and customers.
- c) The Complainant has also offices in foreign countries in Europe (Germany, United Kingdom), in the United States and in Asia (notably in India and China) through its subsidiary, the CREDIT INDUSTRIEL ET COMMERCIAL'S Group.
- d) Moreover, the complainant operates a web portal under the uniform resource locator <http://www.creditmutuel.com> since 1997, dedicated to its products and services and providing a lot of information to the public about its services. The complaint has filed documents as **Annex C** to the complaint. The complainant submits it has therefore acquired a great renown in the field of banking and insurance services.
- e) CONFEDERATION NATIONALE DU CREDIT MUTUEL is the registered owner of a large number of trademarks consisting or including the wording "CREDIT MUTUEL" in France and abroad.
- f) CREDIT MUTUEL is for instance the registered owner of the following trademarks:
- **"CREDIT MUTUEL"**, French figurative trademark no. 1475940 of July 8, 1988 in classes 35 and 36 of 1957 Nice Agreement, renewed on May 15, 1988. The complainant has filed copies as **Annex DI**;



- . **"CREDIT MUTUEL"**, French figurative trademark no. 1646012 of November 20, 1990 in classes 16, 35, 36, 38 (internet services) and 41 of Nice agreement, renewed on November 20, 2000 **Annex D2**;
- . **"CREDIT MUTUEL"** International trademark no. 570,182 of May 17, 1991 in classes 16, 35, 36, 38 and 41 of Nice Agreement, with effect in Benelux, Italy and Portugal. The complainant has filed copies as **Annex D3**;

g) The complainant has submitted that it is also the registrant of numerous domain names, identical or consisting of the trademark CREDIT MUTUEL among which CREDITMUTUEL.COM, CREDITMUTUEL.EU, CREDITMUTUEL.MOBI, CREDITMUTUEL.FR. These domain names are registered in the name of the Complainant or EURO-INFORMATION, which is the computing subsidiary of the whole group CREDIT MUTUEL - CIC. The complainant has filed copies as **Annex E**.

The Complainant submits that various trademark and domain name rights have been continuously used in commerce since their registrations.

The Complainant submits as a consequence, it should be indisputably considered that the Complainant has trademark rights on the wording CREDIT MUTUEL.

5) Decisions Upholding The Complainant's Rights

- a) The complainant has relied upon decision in **INDRP/164 CONFEDERATION NATIONALE DU CREDIT MUTUEL v. DOMAINS MASTERS** regarding <creditmutuel.co.in> (transfer): "The disputed domain name contains Complainant's "CREDIT MUTUEL" Trademark in its entirety. (...), it has been previously decided under the INDRP that incorporating a well known trademark in its entirety is sufficient to establish the identical and confusingly similar nature, I have come to the conclusion that the disputed domain name is identical with or deceptively similar to the Complainant's "CREDIT MUTUEL" mark(s)".
- b) WIPO Case no. DLC2009-0002 Confederation Nationale du Credit Mutuel and Credit Industriel et Commercial SA v. Trabaja Jayam, Zeb Fi Tarmatek regarding <creditmutuel.lc> and <cic.lc>: "It is suggestive that the trademarks owned by Complainant's were registered long before the registration of the disputed domain names. The Complainant submitted evidence, which shows that the Complainants trademarks CREDIT MUTUEL and CIC were registered and are well known in the banking and insurance services markets; and that the trademarks are well recognized publicly. It is unlikely that the Respondent did not recognize or are not familiar with the Complainants trademarks at the time of registration".

- c) WIPO Case no. DWS2008-0001 CONFEDERATION NATIONALE DU CREDIT MUTUEL v. DOMAINS BY PROXY/ GOMEZ PAULO regarding <creditmutuei.ws> (transfer).
- d) WIPO Case no. D2010-1513 <credit-mutuel-3dsecure.com>: "The domain name was inactive at the time the panel rendered its decision and when the complaint was filed. (...) it has long been generally held in UDRP decisions that the passive holding of a domain name that incorporates a well known trademark, without obvious use for legitimate Internet-related purpose, does not necessarily circumvent a finding that the domain name is in use within the requirements. Indeed, the concept of a domain name "being used in bad faith" is not limited to positive action; inaction may be included within that concept. Passive holding of the domain name can amount to bad faith use. In the present case, the circumstances are the following: Respondent's registration was confusingly similar to Complainant's mark, which is well known, Respondent failed to respond to this Complaint, which suggests that Respondent was aware that he had no rights or legitimate interests in the domain name at issue and that the disputed domain name had been registered and is being used in bad faith. Respondent registered and is using the domain name in bad faith".
- e) WIPO Decision D2010-0165 Confederation Nationale du Credit Mutuel v. Bryna Cytrynbaum regarding <creditmutuel-sn.com>: "the concept of a domain name 'being used in bad faith' is not limited to positive action; inaction is within the concept. That is to say, it is possible, in certain circumstances, for inactivity by the Respondent to amount to the domain name being used in bad faith. (...) The particular circumstances of this case which lead to this conclusion are:
1. the Complainants trademark has a strong reputation and is widely known, as evidenced by its substantial use in (Australia and in many other countries);
 2. the Respondent has provided no evidence whatsoever of any actual or contemplated good faith use by it of the domain name,
 3. the Respondent has taken active steps to conceal its true identity, by operating under a name that is not a registered business name,
 4. the Respondent has actively provided, and failed to correct, false contact details, in breach of its registration agreement, and
 5. taking into account of all the above, it is not possible to conceive of any plausible actual or contemplated active use of the domain name by the Respondent that would not be illegitimate, such as by being a passing off, an infringement of the Complainant's rights under trademark law."



6) Respondent

The Respondent has not filed any response to the Complaint though they were given opportunity to do so. The e-mails sent to their address have not been returned with any delivery failure notification thus indicating that the Respondent has received the mails and elected not to file its response. Thus the complaint had to be decided based on submissions on record and analyzing whether the Complainant has satisfied the conditions laid down in paragraph 4 of the policy.

8) Discussion and Findings:

The submission and documents filed by the complainant in support of its prior adoption, use and registration of the mark/domain name "CREDIT MUTUEL" leads to the conclusion that the complainant has better rights in the domain name. Further they have registered a number of domain names containing the mark "CREDIT MUTUEL".

Based on the submissions and documents on record, I'm satisfied that the complainant has established the three conditions as per paragraph 4 of the policy:

- 1) *The Respondent's domain name is identical and confusingly similar to a name, trademark or service in which the Complainant has rights.*

It has been established by the Complainant that it has trademark rights, and rights on account of prior and longstanding use in the mark "CREDIT MUTUEL". The complainant has in support submitted substantial documents. The disputed domain name contains Complainant's "CREDIT MUTUEL" trademark in its entirety. The mark is being used by the Complainant worldwide and also in India & China in relation to its business. The mark has been highly publicized and advertised by the Complainant in both the electronic and print media.

- 2) *The Respondent has no rights or legitimate interests in respect of the disputed domain name.*



The Complainant has not authorised the Respondent to register or use the "CREDIT MUTUEL" trademark. Further, the Respondent has never used the disputed domain name or any trademark similar to the disputed domain name prior to the registration of the disputed domain name in favour of the complainant. .

The Respondent has not rebutted the contentions of the Complainant and has not produced any documents or submissions to show his interest in protecting his own right and interest in the domain name. Further, the Respondent has not used the domain name or a name corresponding to the disputed domain name in connection with a bonafide offer of goods or services. Further, the Respondent is not commonly known by the disputed domain name and has not made any legitimate non-commercial or fair use of the disputed domain name.

The above leads to the conclusion that Respondent has no right or legitimate interest in respect of the disputed domain name www.credit-mutuel.in.

3) The disputed domain name has been registered or is being used in bad faith

It has been contended by the Complainant that the Respondent has registered the disputed domain name in bad faith as they have a reputation all around the world in the field of banking and financial services. It has also been alleged that the complainant has provided wrong address details at the time of registration of domain name. The Respondent has failed to respond to the complaint even after opportunity being granted. Thus the Respondent is deemed to have admitted the contentions in the Complaint leading to an adverse inference being drawn as to their adoption of an identical domain name.

9) **Decision:**

For the reasons discussed above the arbitrator directs that the disputed domain name <credit-mutuel.in> be transferred to the Complainant.


RANJAN NARULA
SOLE ARBITRATOR
NIXI
INDIA

05 May 2011