

## **Tedy Promotions and Productions (1992) Ltd. v. Eyal Yamin**

### **IL-DRP Panel Decision**

#### **1. The Parties**

The Complainant is Tedy Promotions and Productions (1992) Ltd., of Tel Aviv, Israel, represented by advocate Eyal Price and/or Advocate Hila Shachar, Israel.

The Respondent is Eyal Yamin, of Tel Aviv, Israel.

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

The disputed domain name <כוכב-נולד.co.il> is registered with Domain The Net Technologies Ltd.

#### **3. Procedural History**

The Complaint was filed with ISOC-IL on January 24, 2012. The Complaint was transmitted to the Israeli Dispute Resolution Panel of ISOC-IL ("**IL-DRP**") under the IL-DRP Rules ("**Rules**").

On February 16, 2012 the IL-DRP appointed Jonathan Agmon as the sole panelist.

On February 23, 2012, the Panel issued a decision, ordering the Complainant to re-submit the Complaint and its annexes in a proper electronic form and format, until no later 29 February, 2012.

The Complainant complied with the Panel's decision and filed the amended Complaint and annexes on February 27, 2012.

In accordance with the Rules, on February 28, 2012, the Panel transmitted to the Respondent by e-mail a notice of the IL-DRP proceeding and provided the Respondent with a copy of the Complaint and attached materials, providing the Respondent 15 days to respond to the Complaint.

On March 24, 2012, the Respondent submitted a notice, stating that he does not own the disputed domain name.

#### **4. Factual Background**

The disputed domain name was registered by the Respondent on December 27, 2010

The Complainant is an Israeli company, which produces various television and stage performances, including the television program "כוכב נולד" (pronounced "Kochav Nolad").

The Complainant has been using the mark כוכב נולד since January 2003.

The Complainant is the co-owner of the following trademark registrations for the mark כוכב נולד in Israel: Israeli trademark registration No. 166845 - כוכב נולד, with the registration date of July 28, 2008 and Israeli trademark registration No. 167390 – כוכב נולד, with the registration date of January 22, 2009.

In addition, the Complainant is the owner of the domain name <כוכבנולד.co.il> since September 8, 2011. The domain name <כוכבנולד.co.il> consists of the 2 elements of the כוכב נולד mark joined together.

The Complaint was filed by the Complainant during the disputed domain name's renewal grace period.

The disputed domain name currently resolves to an error page.

The disputed domain name used to resolve to a website consisting of sponsored listings and also mentioned that the disputed domain name may be for sale.

## **5. Discussion and Findings**

The IL-DRP is an alternative dispute resolution procedure intended to provide expedited resolution to disputes regarding the allocation of domain names under the .IL ccTLD in accordance with the Rules. The Respondent submitted to this process and Rules when he applied for and registered the disputed domain name Domain The Net Technologies Ltd. registration agreement provides that the applicant for the domain name accepts the ISOC-IL registration rules (see [http://www.domainthenet.com/he/domain\\_registration\\_agreement.aspx](http://www.domainthenet.com/he/domain_registration_agreement.aspx)). The ISOC-IL registration rules provide that "the [domain name] holder agrees to the jurisdiction of the IL-DRP." (See section 24.4). The Respondent, therefore, by applying for and registering the disputed domain name agreed to the IL-DRP and the Rules.

It is also noted that the Rules now adopted by ISOC-IL follow closely those of the Uniform Dispute Resolution Policy (UDRP) and therefore the WIPO Arbitration and Mediation Center case law (and others interpreting the UDRP) can be used as examples of how previous panels have adopted and interpreted provisions similar to the Rules and UDRP.

As stated above, the Complaint was filed by the Complainant during the disputed domain name's renewal grace period. The Respondent's announcement indicates that the Respondent does not intend to renew the registration of the disputed domain name and that he relinquishes any rights he may have in the disputed domain name. this despite the fact that due to the Complaint's filing the disputed domain name is at present locked.

The Respondent's notice that he does not "own" the disputed domain name is therefore considered as consent to transfer the disputed domain name to the Complainant.

Previous UDRP and IL-DRP Panels stated that "A genuine unilateral consent to transfer by the Respondent provides a basis for an immediate order for transfer without consideration of the paragraph 4(a) elements. Where the Complainant has sought transfer of a disputed domain name, and the Respondent consents to transfer, then pursuant to paragraph 10 of the Rules the Panel can proceed immediately to make an order for transfer. This is clearly the most expeditious course (see Williams-Sonoma, Inc. v. EZ-Port, WIPO Case No. D2000-0207)." (See The Cartoon Network LP, LLLP v. Mike Morgan, WIPO Case No. D2005-1132; see also Google Inc. v. Tedy Shainfeld, IL-DRP Case, 7 September 2011).

Similarly, in our case, the Respondent's renouncement of ownership and therefore the constructive consent to transfer the disputed domain name makes it unnecessary to proceed and examine whether the Complainant had sufficiently established the elements of section 3 of the Rules.

Although there may be some circumstances that would require considering the merits of the case (See, for example: Gap Inc. and Gap (ITM) Inc. v. David Rahamim, IL-DRP case, 3 April 2011, Brownells, Inc. v. Texas International Property Associates, WIPO Case No. D2007-1211 and Messe Frankfurt GmbH v. Texas International Property Associates, WIPO Case No. D2008-0375), in the present case, the Panel does not find it necessary to address the merits of the Complaint. This finding is based on the Panel's impression that the Respondent's consent is genuine. The Panel's infers this from the fact that the disputed domain name is at a late stage of the renewal grace period, Respondent did not act to renew the registration and the Respondent renounced any claim to the disputed domain name by claiming that the disputed domain name is not "owned" by him. Therefore, the Panel concludes that the Respondent does not intend to make further use of the disputed domain name.

Accordingly, the Panel orders the transfer of the disputed domain name to the Complainant.

## 7. Decision

For all the foregoing reasons, in accordance with the Rules, the Panel orders that the domain name, <כוכב-נילוד.co.il> be transferred to the Complainant.



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Jonathan Agmon  
Sole Panelist

Date: March 11, 2012.