



CANADIAN INTERNATIONAL INTERNET DISPUTE RESOLUTION CENTRE

DOMAIN NAME DISPUTE

ADMINISTRATIVE PANEL

DECISION

CIIDRC case number:	26986-UDRP	Decision date: June 23, 2026
Domain Names:	syntheticturfcanada.com; lawnsprinklerparts.com	
Registrar:	GoDaddy.com, LLC	
Panel:	Duarte Henriques	
Complainant:	Greenland Irrigation	
Respondent:	Naeem Durrani	

1. PROCEDURAL HISTORY

The procedural history of this case is set out in the documentation transmitted to the Panel by the Canadian International Internet Dispute Resolution Centre (the “Centre” or “CIIDRC”):

- a. On April 20, 2026, Barry Smith, on behalf of Greenland Irrigation, filed a Complaint via the CIIDRC online platform, together with the required non-refundable filing fee, pursuant to the Uniform Domain Name Dispute Resolution Policy (the “Policy” or “UDRP”) and the Rules for Uniform Domain Name Dispute Resolution Policy (the “UDRP Rules”).
- b. The Centre transmitted to the Registrar, GoDaddy.com, LLC, a request for registrar verification in connection with the disputed domain names. The Registrar responded confirming the identity and contact details of the Respondent, Naeem Durrani, and confirming that the disputed domain names had been placed under Registrar LOCK.
- c. As the registrant’s identity was not published in the public WHOIS database, the Complainant was informed of the Respondent’s details as provided by the Registrar and amended the Complaint accordingly. Following a review under UDRP Rule 3.2, the Complaint was re-submitted on May 12, 2026, and the Centre determined that it satisfied the formal requirements of the Policy, the UDRP Rules, and the CIIDRC Supplemental Rules (the “Supplemental Rules”).

- d. On May 22, 2026, in accordance with UDRP Rule 4, the Centre notified the Respondent of this administrative proceeding, forwarded a Notice of Complaint to the Respondent, and the proceeding was commenced.
- e. The deadline for the Respondent to submit a Response was set for June 11, 2026.
- f. The Respondent did not submit a Response by the deadline or thereafter. The Respondent is therefore in default.
- g. The Complainant elected for a Panel consisting of a single member. The required Panel fee deposit was received by the Centre on June 16, 2026.
- h. On June 22, 2026, the Centre appointed Duarte Henriques as the single-member Panel in this matter. On June 23, 2026, the Panel submitted the Statement of Acceptance and Declaration of Impartiality and Independence required by UDRP Rule 7.
- i. The Panel finds that it has been properly constituted.

This matter is conducted pursuant to the Policy and the UDRP Rules of the Internet Corporation for Assigned Names and Numbers ("ICANN"), and the CIIDRC Supplemental Rules.

2. FACTS ALLEGED BY THE PARTIES

a) The Complainant

According to the Complainant's allegations, the background facts relevant to this dispute are as follows.

The Complainant's business, "Greenland Irrigation", was started in 1986 and incorporated in 1995 in the Province of Ontario, Canada (Ontario Limited Company No. 1142155). Over some 40 years in business, the Complainant has expanded from irrigation sales and service to also offer synthetic turf products. The Complainant states that it has a current client base of over 2,500 customers throughout southwestern Ontario.

The Complainant states that it registered the domain name "lawnsprinklerparts.com" in 1999, established to sell lawn sprinkler parts online, and that the registration was renewed every year through its hosting service. The Complainant further states that it registered the domain name "syntheticturfcanada.com" in 2013 and that this registration was likewise renewed every year since inception. The Complainant asserts that it invested substantial time and money in the e-commerce side of its business, with contractors and homeowners purchasing products on a regular basis through these websites, and that both domain names were used to promote its sales and branding.

The Complainant alleges that, on February 22, 2026, six of its domain names were transferred without its authorization, and that the present Complaint concerns the two of those domain names that were transferred to the Registrar GoDaddy.com, LLC, namely [syntheticturfcanada.com](https://www.syntheticturfcanada.com) and [lawnsprinklerparts.com](https://www.lawnsprinklerparts.com). The Complainant states that, as a result, the email and communications associated with syntheticturfcanada.com are now inactive, that syntheticturfcanada.com is no longer a functioning website, and that the link for lawnsprinklerparts.com now resolves to an inactive site.

The Complainant states that the disputed domain names are now listed for sale by the current holder – syntheticturfcanada.com for USD 50,000 and lawnsprinklerparts.com for USD 35,000. In support of its long-

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standing use of the synthetic turf side of its business, the Complainant refers to a 2017 trade-press article in a London (Ontario) magazine referencing its turf products, and to Google search results that, it states, continue to display its address and business details.

The Complainant contends that the current holder is acting in bad faith, having offered the disputed domain names for sale for financial gain and having purposely disrupted the Complainant's business to profit from their sale. The Complainant states that there are no other legal proceedings pending in respect of the disputed domain names.

b) The Respondent

The Respondent did not file a Response and has not otherwise participated in this proceeding.

3. CONTENTIONS OF THE PARTIES

Complainant

The Complainant submits, in essence, that:

- the disputed domain names correspond to terms it has used to promote and brand its online sales of lawn sprinkler parts and synthetic turf products over many years;
- the current holder has no right or legitimate interest in the disputed domain names, having acquired them through an unauthorized transfer and merely offered them for resale; and
- the disputed domain names have been registered and are being used in bad faith, having been transferred without authorization and then offered for sale at USD 50,000 and USD 35,000, to the disruption of the Complainant's business.

Remedy Sought

The Complainant requests that the disputed domain names be transferred to it.

Respondent

The Respondent did not file a Response.

4. DISCUSSION AND FINDINGS

4.1 Requirements

This dispute is governed by the Uniform Domain Name Dispute Resolution Policy, adopted by ICANN on August 26, 1999, and approved on October 24, 1999, the Rules for Uniform Domain Name Dispute Resolution Policy, approved by ICANN on September 28, 2013, and in effect as of July 31, 2015, and the CIIDRC Supplemental Rules in effect as of May 9, 2018.

Under paragraph 4(a) of the Policy, the Complainant must prove each of the following three elements to obtain the transfer of a domain name, and the onus of proof rests on the Complainant:

1. that the disputed domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights;

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2. that the Respondent has no rights or legitimate interests in respect of the disputed domain name; and
3. that the disputed domain name has been registered and is being used in bad faith.

As the Respondent has not submitted a Response, the Panel shall, in accordance with UDRP Rule 5(f), decide the dispute based upon the Complaint. Under UDRP Rule 14(b), the Panel may draw such inferences from the Respondent's default as it considers appropriate.

The Panel notes, however, that the Respondent's default does not relieve the Complainant of its burden of establishing each of the three elements of paragraph 4(a). The Panel may accept as true the reasonable, credible, and otherwise un rebutted factual allegations of the Complaint, but it must still assess whether those allegations satisfy the requirements of the Policy.

The Panel observes at the outset that this dispute presents a particular feature that distinguishes it from the typical case of cybersquatting. The Complainant does not allege that a third party pre-emptively registered domain names corresponding to its marks. Rather, it alleges that domain names it had itself registered and used for many years were transferred away from it without authorization – in substance, an alleged domain name hijacking. The Panel addresses the implications of this feature, in particular for the third element, below.

4.2 Analysis

4.2.1 Identical or Confusingly Similar to a Mark in which the Complainant has Rights

The first element comprises two questions: first, whether the Complainant holds rights in a trademark or service mark for the purposes of the Policy; and second, whether the disputed domain names are identical or confusingly similar to that mark.

The Complainant does not assert ownership of any registered trademark. The Panel must therefore consider whether the Complainant holds unregistered (common law) trademark or service mark rights in the terms reflected in the disputed domain names, namely "LAWN SPRINKLER PARTS" and "SYNTHETIC TURF CANADA".

As set out in section 1.3 of the WIPO Overview 3.0, to establish unregistered or common law trademark rights a complainant must show that its mark has become a distinctive identifier which consumers associate with the complainant's goods or services – that is, that the term has acquired a secondary meaning. Relevant factors include the duration and nature of the use of the mark, the amount of sales under the mark, the nature and extent of advertising, and the degree of actual public recognition. The WIPO Overview also makes clear that specific evidence supporting acquired distinctiveness should be included in the complaint, and that conclusory allegations of common law rights would not normally suffice.

The Panel is mindful that both terms are, on their face, descriptive of the goods and the geographic market with which they are used: "lawn sprinkler parts" describes components for lawn sprinklers, and "synthetic turf Canada" describes synthetic turf products in Canada. Descriptive terms call for a correspondingly stronger showing of acquired distinctiveness before common law rights will be recognized.

On the un rebutted evidence before it, the Panel is nonetheless satisfied that the Complainant has used each of these terms as a source identifier for its goods and services over a substantial and continuous period – "lawnsprinklerparts.com" for the online sale of lawn sprinkler parts since 1999, and "syntheticturfcanada.com" for its synthetic turf business since 2013 – in connection with an established e-commerce operation serving a client

base of over 2,500 customers, and that the synthetic turf branding was the subject of trade-press coverage as early as 2017. On balance, and in the absence of any rebuttal, the Panel accepts that, through this long and continuous commercial use, the terms had come to function as distinctive identifiers of the Complainant's goods and services, such that the Complainant has established unregistered trademark rights for the purposes of paragraph 4(a)(i) of the Policy.

As to the second question, each disputed domain name reproduces the corresponding term in its entirety and merely adds the generic top-level domain ".com", which is disregarded for the purposes of the confusing-similarity assessment (section 1.7 and 1.11 of the WIPO Overview 3.0). The disputed domain names are therefore identical, or at the very least confusingly similar, to the marks in which the Complainant has rights.

The Panel finds that the Complainant has established the first element of the Policy.

4.2.2 The Respondent has No Rights or Legitimate Interests

Under paragraph 4(a)(ii) of the Policy, the Complainant must make at least a prima facie showing that the Respondent lacks rights or legitimate interests in the disputed domain names. Once such a prima facie case is made, the burden of production shifts to the Respondent to come forward with relevant evidence. Where, as here, the Respondent fails to do so, the Complainant is generally deemed to have satisfied this element.

The Complainant has made the requisite prima facie showing. On the un rebutted evidence, the Respondent acquired the disputed domain names through an unauthorized transfer of domain names that the Complainant had itself registered and used for many years, and thereafter offered them for sale at USD 50,000 and USD 35,000 respectively, while the underlying websites ceased to function. There is no evidence that the Respondent has used, or made demonstrable preparations to use, the disputed domain names in connection with a bona fide offering of goods or services within the meaning of paragraph 4(c)(i); that the Respondent is commonly known by the disputed domain names within the meaning of paragraph 4(c)(ii); or that the Respondent is making a legitimate non-commercial or fair use of the disputed domain names within the meaning of paragraph 4(c)(iii). On the contrary, the holding of the disputed domain names for the purpose of resale, in the circumstances described, is the antithesis of a legitimate interest.

The Respondent, being in default, has come forward with no evidence to the contrary. The Panel finds that the Complainant has established the second element of the Policy.

4.2.3 The Disputed Domain Names were Registered and are Being Used in Bad Faith

Paragraph 4(b) of the Policy sets out a non-exhaustive list of circumstances which, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith. These include, in particular:

- i. circumstances indicating that the domain name was registered or acquired primarily for the purpose of selling, renting, or otherwise transferring it to the complainant who is the owner of the trademark or service mark, or to a competitor of that complainant, for valuable consideration in excess of documented out-of-pocket costs directly related to the domain name; or
- iii. circumstances indicating that the domain name was registered primarily for the purpose of disrupting the business of a competitor.

The Panel addresses first the requirement of registration in bad faith, which calls for particular attention in a case of this nature. The disputed domain names were originally registered by the Complainant itself, in 1999 and 2013, and there is no suggestion that those original registrations were made in bad faith. The relevant act for the purposes of paragraph 4(a)(iii) is, however, the Respondent's acquisition of the disputed domain names. It is well established that where a domain name is transferred to a new holder, the date on which the current registrant acquired the domain name is the date the Panel will consider in assessing whether the registration was made in bad faith (section 3.9 of the WIPO Overview 3.0). An unauthorized transfer of a domain name to a new holder is treated as a new acquisition, and a registration obtained by such means – that is, by taking control of a domain name known to belong to another, without authorization – is the very paradigm of registration in bad faith.

On the unrebutted evidence, the Respondent acquired the disputed domain names through the unauthorized transfer of February 22, 2026, knowing them to be domain names registered and used by the Complainant, and for the purpose of profiting from them. The Panel is therefore satisfied that the disputed domain names were registered (acquired) in bad faith.

As to use in bad faith, the unrebutted evidence is that the Respondent has offered the disputed domain names for sale at USD 50,000 and USD 35,000 respectively – sums manifestly in excess of any potential documented out-of-pocket costs directly related to the domain names – while the corresponding websites and the email communications associated with them have ceased to function. This conduct falls squarely within paragraph 4(b)(i) of the Policy and has, on the Complainant's unrebutted account, disrupted the Complainant's established business. The Panel finds that the disputed domain names are being used in bad faith.

Accordingly, the Panel finds that the Complainant has established the third element of the Policy.

For completeness, the Panel notes that the only remedies available under paragraph 4(i) of the Policy are the cancellation of the domain name or its transfer to the Complainant. The Complainant has requested transfer, and, all three elements of paragraph 4(a) having been established, that remedy shall be granted.

5. DECISION AND ORDER

For the foregoing reasons, and in accordance with paragraph 4(i) of the Policy and paragraph 15 of the UDRP Rules, the Panel orders that the disputed domain names <syntheticturfcanada.com> and <lawnsprinklerparts.com> be transferred to the Complainant, Greenland Irrigation.

Made as of 23 June 2026

SIGNATURE