



DISPUTE RESOLUTION SERVICE DECISION

Caleb and Brown Pty Ltd v. E-MARKETPLACE PTY LTD

Case No. DUK2026-0037

1. The Parties

1.1. The Complainant is Caleb and Brown Pty Ltd, Australia, internally represented.

1.2. The Respondent is E-MARKETPLACE PTY LTD, Australia, self-represented.

2. The Domain Name and Registry

2.1. The Registry of the disputed domain names <calebandbrown.uk> and <calebandbrown.co.uk> (the “Domain Names”) is Nominet UK (“Nominet” or the “Registry”).

3. Procedural History

3.1. The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on 11 August 2026. On 11 August 2026, the Center transmitted by email to the Registry a request for registry verification in connection with the Domain Names. On 12 August 2026, 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. The Center sent an email communication to the Complainant on 13 August 2026, requesting the Complainant to submit an amendment to the Complaint. The Complainant filed an amended Complaint on 14 August 2026.

3.2. The Center verified that the Complaint satisfied the formal requirements of Nominet’s Dispute Resolution Service Policy (the “Policy” or “DRS Policy”).

- 3.3. In accordance with the Policy, paragraphs 3 and 6, the Center formally notified the Respondent of the Complaint on 17 August 2026. In accordance with the Policy, paragraph 7, the due date for Response was 8 September 2026. The Respondent sent email communications to the Center on 7 September 2026, and 23 September 2026. On 29 September, 2026, the Center sent an email communication to the Parties requesting that they indicate, by 1 October 2026, whether they both wish the Center to approach Nominet regarding the possibility of mediation. The Center did not receive any response from either Party.
- 3.4. The Complainant paid the fee for an expert decision on 23 September 2026.
- 3.5. The Center appointed Micah Ogilvie as the Expert in this matter on 8 October 2026. The Expert has submitted the Statement of Acceptance and Declaration of Impartiality and Independence, as required by the Center to ensure compliance with the Policy, paragraph 15.

4. Factual Background

The Complainant is a cryptocurrency broker founded in Australia and established in 2016. In 2025, the Complainant's brokerage platform was acquired by Swyftx Pty Ltd.

The Complainant is the holder of registered trade marks for the word CALEB & BROWN, including International Trade Mark Registration Number 1651849, registered on 8 February 2022, and designating the United Kingdom ("UK").

The Domain Names were registered on 4 August 2026. Both are currently advertised for sale through GoDaddy.

The Respondent is an Australian company trading under the name E-Marketplace Pty Ltd, a company associated with an Australian Business Registration Number which is shown on the Australian Securities and Exchange Commission (ASIC) official database of registered business names as having been cancelled as of 30 June 2026.

On 4 August 2026, the Complainant publicly announced that its cryptocurrency brokerage had entered the UK market. The Domain Names were registered on the same day.

A representative of the Respondent contacted the Complainant and offered the Domain Names for sale. In subsequent correspondence, the Respondent stated:

"The Buy Now Price for calebandbrown.co.uk and calebandbrown.uk is \$5,488 USD. For more information regarding the swift acquisition process, please advise."

5. Parties' Contentions

A. Complainant

The Complainant contends that the Domain Names are identical to the Complainant's name and that the Domain Names were registered primarily to sell to the Complainant at a price exceeding out of pocket costs.

The Complainant submits that it has traded under the name CALEB & BROWN since 2016 and that its acquisition by Swyftx Pty Ltd in July 2025 was reported as the largest digital assets merger and acquisition transaction in Australia.

The Complainant further submits that the Domain Names were registered within hours of its public announcement regarding entry into the UK market. The Complainant adds that the timing of the Respondent's email and reference to its existing domain name suggest that the Respondent must have known of the Complainant and its mark.

According to the Complainant, its UK announcement attracted significant media coverage and was reported by independent third-party publications.

The Complainant asserts that the Respondent has never traded under the name CALEB AND BROWN and has no apparent connection with that name other than its proposed resale to the Complainant.

B. Respondent

Although the Respondent sent email communications on 7 September 2026 and 23 September 2026, indicating its intent to file a Response, the Respondent has not filed a formal Response.

6. Discussion and Findings

The Complainant's Rights

The Expert is satisfied that the Complainant has demonstrated Rights in the CALEB & BROWN mark through its registered trade marks, as noted above.

A side-by-side comparison shows that the only material difference between the Complainant's mark and the Domain Names is the substitution of the ampersand for the word "and". As the word "and" is typically the functional equivalent of ampersand in a domain name, the Domain Names are effectively nearly identical to the mark. Therefore, the Expert finds that the Domain Names are similar to the Complainant's registered mark.

Accordingly, the Expert finds that the Complainant has established Rights within the meaning of the Policy.

Abusive Registration

Under Paragraph 1 of the Policy, "Abusive Registration" means a domain name that either:

1. was registered or otherwise acquired in a manner, which, at the time when the registration or acquisition took place, took unfair advantage of or was unfairly detrimental to the Complainant's Rights; or
2. has been used in a manner, which took unfair advantage of or was unfairly detrimental to the Complainant's Rights.

It should be noted that the Respondent has not filed a formal Response. That, however, does not relieve the Complainant of the burden of establishing its case, nor does it entitle the Expert to assume that the allegations in the Complaint are true.

Nevertheless, where, as here, a respondent has offered no explanation for its choice of domain name and is silent as to any rights or legitimate interests, the Expert must assess the complainant's un rebutted evidence and determine whether it is sufficient to establish Abusive Registration.

It is against that background that the Expert turns to the circumstances surrounding the Respondent's registration and use of the Domain Names.

The Policy sets out several non-exclusive circumstances, any of which, if proved, could establish Abusive Registration.

Of all the circumstances set out in section 5.1 of the Policy, subsection 5.1.1.1 is the most applicable. It provides that Abusive Registration may exist where a domain name has been registered or acquired "primarily for the purposes of selling, renting or otherwise transferring the Domain Name to the Complainant or to a competitor of the Complainant, for valuable consideration in excess of the Respondent's documented out-of-pocket costs directly associated with acquiring or using the Domain Name."

The evidence shows that the Respondent made an unsolicited approach to the Complainant offering to sell the Domain Names <calebandbrown.uk> and <calebandbrown.co.uk> for USD 5,488. The Complainant submits that the Respondent operates as a professional domain marketplace and has never traded under or had any connection to the name CALEB AND BROWN.

The Expert recognises, as does the Complainant, that the sale of domain names for profit is not, of itself, objectionable under the Policy. The relevant question is whether the Respondent registered the Domain Names "primarily" with a view to selling them to the Complainant, rather than for some other purpose.

In answering that question, the Expert considers the composition of the Domain Names to be significant. A domain name may have inherent commercial value by virtue of its generic or descriptive meaning, independent of any rights held by a trade mark owner. That may not be the case, however, where a domain name is made up of a distinctive identifier with no apparent meaning other than its association to a mark.

In this case, the Domain Names reproduce the Complainant's CALEB & BROWN mark, merely substituting the ampersand for the word "and". There is nothing to suggest that the Respondent selected the Domain Names for their value, independent of the Complainant.

This is reinforced by the Respondent's unsolicited approach, in which the Respondent expressly acknowledges the value of the Domain Names to the Complainant. In particular, the Respondent invited the Complainant to acquire the Domain Names "for SEO, to redirect them to www.calebandbrown.com", the Complainant's existing website.

The Expert attaches considerable weight to that statement. It demonstrates the Respondent's awareness of the Complainant's business and appreciation of how the Domain Names could be utilised by the Complainant. The evidence supports an inference that the Respondent's interest in the Domain Names arose from their association with the Complainant's goodwill.

The consideration sought by the Respondent for the Domain Names is also of relevance. The Complainant submits that the wholesale registry fee for registering the Domain Names would have been approximately GBP 7.80 per annum. While the Expert recognises that this amount does not fully account for the costs of registering, using and maintaining a domain name, the disparity between this and the USD 5,488 figure requested by the Respondent, especially in light of the Domain Names being newly registered, is substantial. There is no evidence before the Expert that would account for that disparity.

The proximity in time between the Complainant's announcement and the Respondent's registration is equally significant. The evidence establishes that the Domain Names were registered on the very same day the Complainant publicly announced its entry into the UK. That fact alone would not usually establish an Abusive Registration; however, when considered alongside the composition of the Domain Names and the Respondent's unsolicited offer to sell them to the Complainant, it supports an inference that the Respondent was aware of the announcement and swiftly acted upon it. This strikes the Expert as the prototypical characteristics of a "cybersquatter", namely, that the Respondent's intentions were to take unfair advantage of the Complainant's trade mark, and the driving force behind such action was financial.

In the absence of any evidence to the contrary, the Expert considers that the above circumstances support the inference that the Respondent deliberately targeted the Complainant's CALEB & BROWN mark and registered the Domain Names primarily for the purpose of selling them to the Complainant, seeking to capitalise on the Complainant's public emergence into the UK market.

Accordingly, the Expert finds that the registration and use of the Domain Names by the Respondent is an Abusive Registration within the meaning of the Policy.

7. Decision

The Expert finds that the Complainant has rights in respect of a name or mark which is identical or similar to the Domain Names and that the Domain Names, in the hands of the Respondent, are Abusive Registrations.

In light of that decision, the Expert orders that the Domain Names be transferred to the Complainant.

Micah Ogilvie

Expert

Date: 23 October 2026