DISPUTE RESOLUTION SERVICE DECISION

SCOTSTONE LIMITED v. Hamza Butt
Case No. DUK2026-0144

1. The Parties

1.1. The Complainant is SCOTSTONE LIMITED, United Kingdom, self-represented.

1.2. The Respondent is Hamza Butt, Pakistan, self-represented.

2. The Domain Name and Registry

2.1. The Registry of the disputed domain name <kilt4less.co.uk> (the "Domain Name") 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 28 September 2026. On 30 September 2026, the Center transmitted by email to the Registry a request for registry verification in connection with the disputed domain name. On 1 October 2026, the Registry transmitted by email to the Center its verification response disclosing registrant and contact information for the disputed domain name which differed from the named Respondent ("Unknown") and contact information in the Complaint. The Center sent an email communication to the Complainant on 1 October 2026, inviting the Complainant to submit an amendment to the Complaint. The Complainant filed an amended Complaint on 2 October 2026.

3.2. The Center verified that the Complaint satisfied the formal requirements of the Dispute Resolution Service (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 2 October 2026. In accordance with the Policy, paragraph 7, the due date for Response was 23 October 2026. The Respondent copied to the Center, under paragraph 3.6.2 of the Policy, an email he had sent to the Complainant on 2 October 2026; by an email of 6 October 2026, the Center asked him to confirm whether it was his Response, and he confirmed that it was not. The Response, dated 7 October 2026, was received by the Center on that day and was notified to the Parties on 9 October 2026

3.4. In accordance with the Policy, paragraph 9, the due date for the Complainant's Reply was 16 October 2026. The Complainant submitted a Reply on 16 October 2026 and, at the Center's request, resubmitted four of its appendices in redacted form on 19 October 2026.

3.5. The Parties were invited to mediation on 16 October 2026. The Complainant informed the Center on the same day that it did not wish to mediate, and on 19 October 2026 the Registry instructed the Center to close mediation and to progress the case to an expert decision.

3.6. The Respondent submitted a Further Statement on 19 October 2026, as a non-standard submission under paragraph 17 of the Policy. On 20 October 2026, the Center acknowledged the submission and set out its explanatory paragraph, to be passed to the Expert on appointment. I deal with it in section 6 below.

3.7. The Complainant paid the fee for an expert decision on 20 October 2026.

3.8. The Center appointed David L. Kreider as the Expert in this matter on 27 October 2026. The Expert finds that it was properly constituted. 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

4.1. The Complainant is a company (number SC755827) with an address in Forres, Scotland. It sells kilts and highland wear online under the name Kilts 4 Less from a website at <kilts4less.com>. It is the registered proprietor of United Kingdom trade mark No. UK00004326566 for the word mark KILTS 4 LESS, filed on 19 January 2026 and entered on the register on 26 June 2026, in classes 14, 18, 24, 25, 26, 35 and 45, a specification which includes clothing and the retail of clothing.

4.2. The Complainant asserts that it has traded under the name Kilts 4 Less since 1983 and online since 2007, that it operated a shop in Greenock for about five years, and that an Asset Purchase Agreement of April 2023 valued the goodwill and conferred the exclusive right to the name. The Reply does not identify the other party to that Agreement or its terms, and no document in the record supports these assertions; the Complainant says the Agreement and its sales figures are confidential and offers them to Nominet on request. Its documentary evidence of trade before November 2024 is an extract from the Google Ads Keyword Planner in its own advertising account, reporting for the United Kingdom, for November 2023 to October 2024, average monthly searches of 480 each for "kilt 4 less", "kilts 4 less greenock" and "kilts for less greenock", 390 for "kilts for less" and 320 for

"kilts4less". Its evidence of loss is a bar chart headed "kilts4less.com - Annual Gross Sales" for the three years from November 2023, which carries no figures and states no source.

4.3. The Respondent registered the Domain Name through Namecheap, Inc. on 1 November 2024. In the same month he claimed a Trustpilot profile for his business and opened a Google Ads account named "Kilt 4 Less". The Internet Archive first recorded the website at the Domain Name on 9 November 2024; its capture of 12 February 2025 shows the KILT4LESS name and shop menus. The store took its first order on 6 January 2025 and had taken 687 paid orders by 2 October 2026, by which date the Respondent had spent GBP 12,024.55 on advertising and the Trustpilot profile showed 120 reviews.

4.4. The Domain Name resolves to a website (the "Respondent's Website") that trades under a KILT4LESS logo, sells kilts and kilt outfits, and gives in its footer the email address support@kilt4less.co.uk. Its title in Google search results reads "Kilt 4 Less - Affordable Scottish Kilts, Premium Quality ...". The Respondent's Website shows no reference to the Complainant and no reproduction of its name, logo or content. The Complainant has produced no capture of the Respondent's Website; the captures in the record are the Respondent's own, of October 2 and 3, 2026, and the Center's, made at the notification of the Complaint, and none of them show a notice of independence from the Complainant. Three other kilt businesses, unconnected with either Party, trade from <kilts4u.co.uk>, <kilts4hire.co.uk> and <kiltsforhire.com>.

4.5. On 20 September 2026, the Complainant wrote a "Formal Letter Before Action" to the registrant of the Domain Name alleging passing off and trade mark infringement and demanding within seven days that he cease using the name and transfer the Domain Name. The letter records that it was "Sent via Email: redacted@nominet.uk", the placeholder shown in the public WHOIS record where a registrant's details are withheld; the Complainant's original Complaint of 28 September 2026 had listed, as contact details taken from the Respondent's Website, the address support@kilt4less.co.uk and a telephone number. The Respondent states that he first saw the letter when the Center notified him of the Complaint on 2 October 2026. That day he wrote to the Complainant, copied to the Center, asserting that his business was independent, offering to add a statement to his website that it was not affiliated with the Complainant, and asking it to withdraw the Complaint; his Response stated that he was willing to mediate. Also on 2 October 2026, the Complainant reported the Respondent's Website to his hosting provider, Hostinger, whose abuse team wrote on 10 October 2026 that it had "taken action in relation to the reported content and/or activity in accordance with our Terms of Service and applicable laws", that the service had been suspended, and that its assessment "may be subject to change". The Respondent moved the website to another host. The Registry's WHOIS records of 28 September, 2 October and 21 October 2026 show the same registrar and registration throughout.

4.6. The Complainant has produced three emails sent to an address at <kilts4less.com> on 16 June, 7 September and 7 October 2026 by customers of the Respondent, each about an order placed with him (on 6 March, 19 August and 20 September 2026). One customer wrote to both businesses at once; another, told that the Complainant could not find her order, replied: "I believe I was dealing with Kilt4less, not Kilts4less. Please excuse my mistake." It has also produced three reviews of the Respondent's business on his Trustpilot page, dated 19 June,

14 September and 17 September 2026. Two reviewers call the business “kilts 4 less” or “kilts4less”, one of them writing, “We chose the kilts4less website as the reviews were all really good”; the third records that “he says in one review - please don't confuse us with 'kilts4less'?” and asks, “Maybe they are the same???”. The reviewer of 19 June 2026 also posted a recommendation against “Kilts4less” on the Complainant’s Facebook page, dated 20 June without a year but describing the same kilt.

5. Parties’ Contentions

A. Complainant

5.1. The Complainant contends that it owns the registered mark KILTS 4 LESS and has traded under that name for 19 years, so that the name enjoys widespread recognition and significant goodwill; that the Domain Name and the Respondent’s trading name “Kilt 4 Less” are confusingly similar to its mark, its trading name and <kilts4less.com>; that it appears the Respondent acquired the Domain Name to redirect web traffic intended for the Complainant and to profit from it, “an impermissible case of cybersquatting”; and that, given the widespread recognition of its name, it is reasonable to infer that the Respondent had actual or constructive knowledge of it.

5.2. In its Reply the Complainant says that its case rests principally on unregistered rights under the law of passing off, the Respondent’s conduct being trade mark infringement and passing off; it asserts the trading history since 1983, the Asset Purchase Agreement and the Greenock shop; it relies on the Keyword Planner extract as showing brand equity before the registration, “kilt 4 less” having been its highest-performing search variation, so that the Respondent’s choice of that string is “a transparent act of typosquatting”, his claim of ignorance “mathematically and commercially implausible” and the Parties’ commercial niche identical; it relies on the emails, reviews and Facebook post as actual confusion, and on the sales chart as showing falls in gross sales of 14 and 10 per cent in the two years after the registration; and it says that the letter before action went to the contact details then public in the WHOIS record, that the Respondent made no response or settlement overture in the 14 days after admittedly seeing it, that Hostinger “determined the site to be operating in an illicit manner”, and that his migration to another host proves bad faith and an intent to evade enforcement. It asks for transfer.

B. Respondent

5.3. The Respondent contends that Kilt 4 Less is a separate business which has never presented itself as connected with the Complainant; that he registered the Domain Name because it describes what he sells, kilts for less money, was not aware of the Complainant when he chose it, and has traded genuinely under it since January 2025, so that paragraphs 8.1.1.1, 8.1.1.2 and 8.1.2 of the Policy apply; that the registered mark did not exist when the Domain Name was registered, the letter before action itself accepts that his adoption of the name came first, and unregistered rights in a descriptive phrase must be proved and are narrow; that none of the paragraph 5.1 factors applies; that he never received the letter before action, which went to the WHOIS placeholder although his address was on the registry record and on his website, and the Complaint was filed the day after the letter’s deadline; and that no evidence of loss is produced.

5.4. In his Further Statement the Respondent says that he approached the Complainant on 2 October 2026 and offered mediation, which the Complainant declined; that Hostinger's email does not say his site was illicit, that Hostinger acted on the trade mark certificate alone, and that nothing prevented him from moving hosts or was concealed; that the three email correspondents were his own customers who mixed up the two businesses' contact details, a very limited confusion, three emails against more than 680 orders, none of them looking for the Complainant, and one which runs both ways, the Complainant's own Trustpilot page carrying a review of 28 October 2025 from a customer who ordered from the Complainant after mistaking the Respondent's reviews for its own; that a misspelling of his name in reviews of his own business does not show anyone looking for the Complainant; that the Keyword Planner groups close variants and measures searches, not visits, the sales chart has no figures, scale or source, and the 1983 history and the Agreement are not produced; and that he has added a notice to every page of his website and his order emails that Kilt 4 Less is independent of Kilts4Less. He asks that the Complaint be dismissed

6. Discussion and Findings

A. Preliminary Matter: the Reply and the Respondent's Further Statement

6.1. Paragraph 9.2 of the Policy provides that "Any reply by the Complainant must be restricted solely to matters which are newly raised in the Respondent's response and were not raised in the Complainant's complaint as originally submitted to us." Under paragraph 9.3 the Expert "may declare it inadmissible to the extent that it deals with matters going beyond those newly raised in the Respondent's response", and should invite the Respondent to answer any new material of which the Expert intends to take note. The Reply, with its recast case and 11 new appendices, extends beyond the Response, notably in the Hostinger material, though much of it answers what the Response did raise: the extent of any goodwill before November 2024 and the absence of evidence of confusion and loss. Should it be admitted in whole, in part, or not at all?

6.2. I admit it in full. Excising parts of it would be artificial when the Respondent has answered them all, which he did, without waiting to be invited, by a non-standard submission under paragraph 17 of the Policy carrying the explanatory paragraph that paragraph 17.3 requires. Paragraph 17.3 provides that "the full submission will only be passed to the Expert at his or her sole discretion"; I have exercised that discretion and read it. It is short and confined to the new matters, and receiving it serves the purpose of the invitation paragraph 9.3 contemplates: where one party is permitted a further statement, the Expert will normally permit an answering submission from the other (Experts' Overview, section 5.9).

6.3. Admission is not weight. Paragraph 18.1 of the Policy makes it the Parties' responsibility to explain the relevant facts in their submissions "and to support those submissions with appropriate evidence". The Reply's unsupported assertions, trading since 1983 and 2007, the Asset Purchase Agreement and the sales figures, carry no weight beyond what the documents in the record show; an offer to produce documents to Nominet is not evidence before me. The same applies to the Respondent's unsupported account of Hostinger's message to him of 7 October 2026 and of a review of 28 October 2025 on the Complainant's Trustpilot page.

B. Rights

6.4. Paragraph 2.1 of the Policy sets out the two elements a Complainant must establish, that "2.1.1. The Complainant has Rights in respect of a name or mark which is identical or similar to the Domain Name; and 2.1.2. The Domain Name, in the hands of the Respondent, is an Abusive Registration", and paragraph 2.2 provides that "The Complainant is required to prove to the Expert that both elements are present on the balance of probabilities". Rights are defined in paragraph 1 as "rights enforceable by the Complainant, whether under English law or otherwise, and may include rights in descriptive terms which have acquired a secondary meaning".

6.5. The Complainant is the registered proprietor of the word mark KILTS 4 LESS, and the certificate is in the record. This suffices (Experts' Overview, section 2.2). The first element is a low threshold (section 2.3), and paragraph 2.1.1 asks whether the Complainant has Rights, not whether it had them when the Domain Name was registered; the consequences of a registration that predates the Complainant's Rights are examined under the second element (section 4.7). Disregarding the ".co.uk" suffix and the spaces, the Domain Name differs from the mark by the single letter "s". It is similar. The first element is satisfied. The Complainant does not rely on paragraph 5.1.6 of the Policy, and the Domain Name is in any event not an exact match for the mark.

6.6. Because limb (i) of the definition of Abusive Registration, set out below, looks to the position on 1 November 2024, I must also decide what Rights the Complainant had on that date. It then had no registered mark; its application was filed on 19 January 2026. It could only have had unregistered rights in "Kilts 4 Less" as a name distinctive of its business, and it has produced none of the sales, advertising or press evidence by which such rights are ordinarily proved (Experts' Overview, section 2.2). What the record does show is that it trades online under the name and that the Keyword Planner reports United Kingdom searches for "kilts 4 less greenock" and "kilts for less greenock" at 480 a month in the year to October 2024. Those figures may, as the Respondent says, be grouped estimates, but searches coupling the name with the town in which the Complainant says its shop traded, an assertion the searches themselves corroborate, were in all likelihood looking for the Complainant. I find that by 1 November 2024 the Complainant had some goodwill in the name among United Kingdom purchasers of kilts, of an extent the evidence does not allow me to gauge, and no more: nothing shows that this plain description of inexpensive kilts had come to denote the Complainant to any wide section of the public.

C. Abusive Registration

6.7. Paragraph 1 of the Policy defines an Abusive Registration as a Domain Name which either: "i. 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 ii. is being or has been used in a manner which has taken unfair advantage of or has been unfairly detrimental to the Complainant's Rights". Paragraphs 5.1 and 8.1 list non-exhaustive factors either way (Experts' Overview, sections 2.4 and 3.1). The Parties argue trade mark infringement and passing off; those are questions for the courts, which remain open to them, and the DRS asks only whether the Domain Name is an Abusive Registration. The Complainant invokes no paragraph 5.1

factor by number: its case is one of confusion, under paragraph 5.1.2, and of knowing registration, under limb (i), and the Respondent's denials of the other paragraph 5.1 factors are not contested.

Registration: limb (i)

6.8. Was the Domain Name registered on 1 November 2024 in a manner which took unfair advantage of, or was unfairly detrimental to, such goodwill as the Complainant then had? The Complainant's case rests on three inferences: that its name was so widely recognised that the Respondent must have known of it, that "kilt 4 less" was the leading search variant for its business so that the choice of that string must have been deliberate, and that the Parties occupy the same niche. I am not persuaded. The burden is the Complainant's; widespread recognition is asserted, not shown, and the reach of the name, as found above, has not been established, so that "constructive knowledge" of it is not a finding I can make. The search data cuts both ways: it shows that "kilt 4 less", "kilts for less" and "kilts4less" are the words people in the United Kingdom type when they want inexpensive kilts, which is as consistent with independent choice as with copying. The formula is in common use among kilt traders, as <kilts4u.co.uk>, <kilts4hire.co.uk> and <kiltsforhire.com> show.

6.9. The Respondent's denial of knowledge is consistent with his conduct. He did not park the Domain Name or point it at the Complainant's trade: in the month of registration he claimed a Trustpilot profile and opened an advertising account in the name Kilt 4 Less, by February 2025 the website carried the KILT4LESS name and shop menus, he has since spent more than GBP 12,000 advertising that name and filled 687 orders under it, and nothing on the Respondent's Website refers to the Complainant or copies it. Where a domain name is an ordinary descriptive term the evidence of abuse must be the more persuasive, and a respondent is likely to be able to show that he arrived at the name independently (Experts' Overview, section 4.10). I find that the Complainant has not shown, on the balance of probabilities, that the Respondent knew of it or of its name when he registered the Domain Name, or that the registration took unfair advantage of, or was unfairly detrimental to, its Rights. The characterisation of the registration as cybersquatting, a registration made to divert the Complainant's traffic, fails with that finding.

Use: limb (ii)

6.10. The Complainant's stronger case is under limb (ii). Paragraph 5.1.2 of the Policy identifies as a factor "Circumstances indicating that the Respondent is using or threatening to use the Domain Name in a way which has confused or is likely to confuse people or businesses into believing that the Domain Name is registered to, operated or authorised by, or otherwise connected with the Complainant". The confusion required is confusion as to the identity of the business behind the Domain Name, and where actual confusion is alleged, the Expert expects to see the evidence (Experts' Overview, sections 3.3 and 3.4). I take the items in turn. The three emails are the clearest: each writer had bought from the Respondent and wrote to the Complainant about the order as though the two were one business. The reviews add less: a reviewer who misspells the name of the business under review is not thereby shown to have been looking for another, and the review of 14 September 2026 ("We chose the kilts4less website as the reviews were all really good") is equivocal as to whose reviews the writer had read; I draw

no inference from it either way. The Facebook post matters more: a complaint about a kilt bought from the Respondent was posted on the Complainant's page, against the Complainant's name. And the review of 17 September 2026 reports the Respondent's side saying, "please don't confuse us with 'kilts4less'", which the Complainant reads, fairly in my view, as an acknowledgement that the two businesses were being confused, and which shows that the Respondent knew of the Complainant's existence by September 2026.

6.11. I find that the Respondent's use of the Domain Name has confused some people into believing that the two businesses are connected, and that this has caused the Complainant some detriment: misdirected after-sales correspondence, and at least one public complaint posted against its name for goods it did not sell. Paragraph 5.1.2 is engaged. But the definition requires that the advantage taken or the detriment caused be unfair. Is this confusing use unfair?

6.12. The Experts' Overview, section 4.7, answers that such a use will ordinarily be regarded as unfair, but may not be where the respondent's registration and use predate the complainant's rights, he has not changed his use to take advantage of them and his behaviour has been unobjectionable; nor, perhaps, where the complainant's name is a combination of dictionary words and not well known, the respondent reasonably adopted it in ignorance of the complainant's rights, and the confusion is likely to be very limited, when an Expert might conclude that it would be unjust to deprive the respondent of the domain name. The dividing line is unresolved, and a minority of Experts regard a confusing use likely to amount to trade mark infringement as necessarily unfair.

6.13. Four considerations point to fairness here. First, the Domain Name is, for the reasons given at paragraph 6.8, an ordinary description of what the Respondent sells, and paragraph 8.1.2 of the Policy recognises as evidence that a Domain Name is not an Abusive Registration that "The Domain Name is generic or descriptive and the Respondent is making fair use of it". Secondly, paragraph 8.1.1.1 applies: before being aware of the Complainant's cause for complaint, the Respondent "used or made demonstrable preparations to use the Domain Name or a domain name which is similar to the Domain Name in connection with a genuine offering of goods or services". The offering is genuine, neither fictitious nor created to defeat a complaint (Experts' Overview, sections 4.2 and 4.4), and it began, as found above, in ignorance of the Complainant; that the Respondent knew of the Complainant's existence by September 2026 does not alter this, his use being by then long established. For the same reason his business had "been commonly known by the name" within paragraph 8.1.1.2, a factor which bears on intent at registration more than on use (section 4.5). Thirdly, the chronology: the registered mark was applied for 14 months after the Domain Name was registered and a year after the Respondent began trading, only the goodwill found at paragraph 6.6 predates the Domain Name, and the Respondent has done nothing new since the mark was registered in June 2026 to take advantage of it; his use in October 2026 is the use he began in November 2024. Fourthly, his behaviour has been unobjectionable: he wrote to the Complainant on the day he learned of the Complaint, offered a disclaimer, offered to mediate, and says he has now added the disclaimer.

6.14. Against this stands the confusion. It is real, but it is limited: seven instances, all between June and October 2026, from a business which had by then filled several hundred orders. Every customer concerned had chosen and bought from the Respondent under his own name, and none is shown to have gone to him looking

for the Complainant. This is not initial interest confusion, a visitor drawn to the Respondent's Website by the Domain Name in the expectation of finding the Complainant; the evidence does not show the Domain Name drawing custom away from the Complainant. The confusion shown lies in which of two similarly named businesses a customer had dealt with, after the sale, the ordinary hazard of two traders describing the same goods in the same ordinary words, which a complainant may have to accept where a name is lawfully in use by more than one person (Experts' Overview, section 3.3). The notice the Respondent says he has added post-dates the Complaint and bears only on the future. The sales chart does not alter the balance: it has no figures, scale or source, and it links no movement in the Complainant's sales to the Respondent, whose store made no sale in the first two months of the first period to which the chart attributes a decline.

6.15. Weighing these matters, I conclude that the Respondent's use of the Domain Name, although it has caused some confusion, has not taken unfair advantage of, and has not been unfairly detrimental to, the Complainant's Rights. The Respondent registered a descriptive name in ignorance of the Complainant, for a business that is what the name describes, and built that business openly for nearly two years before any complaint. The modest confusion since shown is of the kind which section 4.7 of the Experts' Overview contemplates may make it unjust to deprive a respondent of his domain name. I do not adopt the minority view recorded in that section; whether the use infringes the registered mark is a question for the courts, and the Policy asks a different one. A respondent who, learning of the confusion, went on to exploit it would be in a different case; the one thing the record shows this Respondent doing with that knowledge is telling a customer not to confuse the two businesses.

6.16. Three further points do not assist the Complainant. The letter before action went to a WHOIS placeholder when the Respondent's Website displayed a working contact address which the Complainant itself listed in its original Complaint; the Respondent did not receive the letter before the Complaint was filed, and I draw no inference from the absence of a reply. The Hostinger email records a hosting company's provisional action on one party's report; it determines nobody's rights, it does not say what the Reply attributes to it, and the Respondent's move to another host, with the Domain Name, its registration and his contact details unchanged, is not evidence of bad faith. The statement that the Respondent made no response or settlement approach is contradicted by the record: he wrote to the Complainant on 2 October 2026, copied to the Center, offering a disclaimer and discussion, and offered the mediation which the Complainant declined.

6.17. The Complainant has not proved, on the balance of probabilities, that the Domain Name in the hands of the Respondent is an Abusive Registration. The second element is not satisfied, and the Complaint fails.

D. Reverse Domain Name Hijacking

6.18. Paragraph 18.7 of the Policy provides that "If, after considering the submissions, the Expert finds that the complaint was Reverse Domain Name Hijacking, the Expert shall state this finding in the Decision". Reverse Domain Name Hijacking is defined in paragraph 1 as "using the DRS in bad faith in an attempt to deprive a Respondent of a Domain Name". The Respondent has not asked for such a finding, and I do not make one. The Complaint, as filed, rested on inference, and the Reply's descriptions of the Respondent's conduct as "illicit" and as evasion

overstated what the Hostinger email said; but the Complainant holds a registered mark, it had evidence of actual confusion with a business trading under a near-identical name in the same market, and it was entitled to ask whether that amounted to an Abusive Registration. A complaint which fails is not for that reason one brought in bad faith.

7. Decision

7.1. For the foregoing reasons, the Expert orders that no action be taken in respect of the disputed domain name <kilt4less.co.uk>.

David L. Kreider
Expert
Date: 28 October 2026