



**ASIAN INTERNATIONAL ARBITRATION CENTRE**

**ADMINISTRATIVE PANEL DECISION**

**IN THE MATTER OF A DOMAIN NAME DISPUTE AIAC/DNDR-1465-2025**

Between

**HANGZHOU BROADLINK TECHNOLOGY CO. LTD.**

... Complainant

And

**CLIMAX ELECTRICAL & AIR COND SERVICES**

... Respondent

**GROUND OF DECISION**

**I. INTRODUCTION**

1. The Complaint in this AIAC/DNDR-1465-2025 (“**DNDR 1465**”) was initiated by the Complainant, Hangzhou Broadlink Technology Co. Ltd. and pursuant to: (a) MYNIC’s (.my) Domain Name Dispute Resolution Policy (the “**Policy**”); (b) the Rules of the MYNIC’s (.my) Domain Name Dispute Resolution Policy Rules (the “**Rules**”), and (c) the AIAC Supplemental Rules (the “**Supplemental Rules**”).
2. The Complaint was initiated against one “Climax Electrical & Air Cond Services” as the Registrant of the disputed domain name [www.broadlink.my](http://www.broadlink.my) and hence the Respondent in DNDR 1465. For reasons below, a further issue has arisen as the Respondent is apparently not Climax Electrical & Air Cond Services (“**Climax**”), being the Registrant of the disputed domain name. Instead, it appears to be one Broadlink Marketing Sdn Bhd.

Further, in its response dated 17 August 2025 (the “**Response**”), the Respondent relies on facts and evidence which are particular to Broadlink Marketing Sdn Bhd and **not** Climax.

## **II. THE PARTIES**

3. The Parties in this Arbitration are:

(a) **The Complainant:**

Name: Hangzhou Broadlink Technology Co. Ltd.  
  
Address: Building C, Hangzhou AI Industrial Park,  
No. 57 Jiang'er Rd  
Binjiang, Hangzhou, Zhejiang, China.

(b) **The Respondent:**

Name: Climax Electrical & Air Cond Services  
  
Address: 25, Jalan Penchala,  
46000 Petaling Jaya,  
Selangor, Malaysia

4. The Complainant is represented by Mr Xue Li of Thomsen Trampedach GmbH.
5. The Respondent’s representatives are (as facially gleaned from the Response and other correspondence) are Broadlink Marketing Sdn Bhd and/or Mr Charles Leong, who is a director of Broadlink Marketing Sdn Bhd and the sole proprietor of Climax.

## **III. THE DOMAIN NAME AND REGISTRAR**

6. The disputed domain name [www.broadlink.my](http://www.broadlink.my) is registered with Exabytes Networks Sdn Bhd (the “**Registrar**”).

#### **IV. PROCEDURAL HISTORY / CHRONOLOGY OF THE PROCEEDINGS**

7. The Complaint was filed with the Asian International Arbitration Centre (the “Centre”) on 18 June 2025 and the date of commencement for these proceedings is 5 August 2025.
8. The Centre, on review of the Complaint, did verify that it had duly complied with and satisfied the formal requirements of the Policy, the Rules and/or the Supplemental Rules. The Centre then notified the Respondent of the Complaint on 5 August 2025.
9. The Centre received Form B (Response) from the Respondent by the deadline on 17 August 2025.
10. The Centre received Form D (Reply) from the Complainant by the deadline on 21 August 2025.
11. The Complainant elected for a single member panel. The Respondent elected for a three (3) member panel. However, as the Respondent did not make the requisite payment for the three (3) member panel, the Centre proceeded with the appointment of a single member panel.
12. On 29 August 2025, the Centre appointed Shaun Lee to serve as the Sole Panelist in these proceedings. The Panel has duly submitted a Declaration and Independence pursuant to the Rules.
13. The case file was transmitted to the Panel on 4 September 2025.
14. On 9 September 2025, and with the authorisation of the Centre, the Panel wrote to the Parties’ representatives to request further written statements and documents and in accordance with Rule 14 of the Rules read with Rule 9(a) of the Supplemental Rules (the

“Further Submissions”). The deadline for the Parties to submit soft-copies of the Further Submissions was on or before 23:59h Singapore time on 16 September 2025.

15. The Parties filed their respective Further Submissions on 15 September 2025.

**V. FACTUAL BACKGROUND**

16. The Complainant states in its Complaint as regards its business and the “Broadlink” brand and mark as follows.
17. First, the Complainant (formerly Hangzhou Gubei Electronic Technology Co., Ltd. until 2019) was founded in 2013, and is a leading smart home solution provider. The Complainant avers that it leverages AI+IoT technology to build a world-class digital service platform for both B2B and B2C markets. The Complainant also states that it offers competitive, secure, and reliable solutions across smart products, home ecological interconnection, smart real estate, smart hotels, smart home decoration, smart buildings, and smart elderly care.
18. Second, the Complainant avers that its global reach extends to over 100 countries, serving more than 50 million households. On an annual basis, it sells over 5 million self-developed smart products and ships more than 35 million smart modules to major brands like Electrolux, Honeywell, Mitsubishi, Whirlpool, and Panasonic. Its smart hotel solutions have transformed nearly 10,000 rooms across 58 cities, and its smart real estate projects span over 100 developments in 25 cities, having collaborating with 18 of China's top 50 real estate developers. Broadlink's DNA interoperability platform is now one of the world's largest IoT PaaS platforms, solidifying its position as a global leader in AI-IoT integration.
19. The Complainant also states that its core business areas include:

- a. Smart Home Solutions for comprehensive smart home ecosystems, including: (i) universal remote hubs; (ii) sensors and switches; and (iii) integration with voice assistants (Alexa, Google Home) and platforms like IFTTT for automated workflows.
  - b. B2B and OEM Services:
    - i. Turnkey IoT solutions for manufacturers, including Wi-Fi modules, firmware, cloud services, and apps; and
    - ii. Annual production of 8 million Wi-Fi modules, supporting over 250 global brands in launching smart appliances.
  - c. Global Market Expansion:
    - i. The Complainant's products are certified under international standards (CE, FCC, ROHS) and sold in more than 50 countries.
    - ii. The Complainant operates an official global e-commerce store (ebroadlink.com), offering devices like smart plugs, bulbs, and outdoor dimmers.
  - d. Performance and Market Position: Collaborates with KNX-certified partners for advanced home automation systems and refers to thinka.eu in this respect.
20. The Complainant avers that it has cemented its standing as a pivotal entity within the IoT and smart home industry. This success stems from its adept utilization of strategic partnerships, development of scalable solutions, and creation of consumer-centric products. Its commitment to affordability, comprehensive integration, and adherence to global compliance standards strategically positions the company for enduring growth in the dynamic smart technology market. The Complainant also asserts that the "BroadLink"

brand maintains a distinguished reputation within the industry and commands significant recognition in international markets, including Malaysia.

21. As regards the Complainant's intellectual property rights, the Complaint avers that it has registered multiple trademarks to protect its right to the "BroadLink" mark globally, including in Malaysia.
  - a. Malaysian trademark 2014063690, applied on 12 September 2014, registered on 12 September 2016, in class 9.
  - b. International trademark 1239269, applied on 8 September 2014, registered on 30 December 2014, in class 9.
  - c. US trademark 4825238, applied on 4 September 2014, registered on 6 October 2015, in class 9.
  - d. EU trademark 13238456, applied on 8 September 2014, registered on 6 January 2015, in classes 9, 11 and 42.
22. A copy of the Malaysian trademark 2014063690 was annexed to the Complaint at Annex 1. A copy of the Complainant's "Broadlink" trademark registration list was annexed to the Complaint at Annex 2.
23. The Complainant has also registered multiple domain names to ensure to reach online markets and consumers. Among these, the Complainant says that the most important domains are:
  - a. ibroadlink.com as the global support site, and
  - b. ebroadlink.com as the global store.

On both resolved webpages, the Complaint says that the Broadlink logo is clearly showed on the top of the webpages.

24. In the circumstances, the Complainant says that its business, products, and brand name are internationally known and protected.
25. On 5 May 2025, the Complainant's Authorised Representative sent a cease and desist email to the Respondent at [admin@broadlink.my](mailto:admin@broadlink.my) (see Annex 11 of the Complaint) and that the registration and use of [www.broadlink.my](http://www.broadlink.my) constituted unfair use of the trademark "Broadlink" and use in bad faith. The cease-and-desist correspondence also stated "*to the best of the client's knowledge, you do not hold any rights to the BROADLINK sign or any other related sign to justify this domain name registration, for which the client has not given authorization*". A five (5) business days deadline was issued to the Respondent to "*Delete or Transfer the domain names to our client*".
26. No response was issued by or for or on behalf of the Respondent.
27. DNDR 1465 was commenced on 5 August 2025.

## **VI. THE PARTIES' CASE AND CONTENTIONS**

### **a. The Complainant's Case**

28. The Complainant primary case as set out in the Complaint is as follows.
- a. It is the registered trademark owner of "Broadlink" in Malaysia and internationally under the various classes and jurisdiction set out at Annex 1 and Annex 2 of the Complaint.
  - b. Its business, products, and brand name are internationally known and protected and for the reasons articulated at pp. 2-4 of the Complaint).
  - c. The Complainant "*does not know the [R]espondent, has no relationship with the [Respondent], nor authorized any use of the trademark online or offline to the [R]espondent*" (see p. 4 of the Complaint). In this respect, it "*could not find any trademark of "Broadlink" registered by the respondent, nor any products or*

*service offered by the respondent known with the name of “Broadlink”” (see pp 4-5 of the Complaint).*

- d. The disputed domain name is identical or confusing similar to the Complainant’s trademark.
- e. The registration and subsequent use by the Respondent of the domain name [www.broadlink.my](http://www.broadlink.my) to redirect to [www.retouch.my](http://www.retouch.my) constitutes bad faith.
  - i. The Respondent’s registration of the disputed domain name [www.broadlink.my](http://www.broadlink.my) on 31 March 2014, was after the Complainant’s business establishment but prior to its trademark application in Malaysia on 12 September 2014. However, the manner in which the domain was used as of 14 August 2014 “immediately demonstrated intended to mislead”. An archive from the Wayback Machine on 14 August 2014, shows the disputed domain page resolving to a webpage highlighting "Broadlink Marketing Sdn Bhd". The Complainant alleges that this is *“a name clearly designed to impersonate the Complainant's product name within the Malaysian context. Crucially, the Complainant's unique logo (the "broadlink" text with seven dynamic light blue dots half-circled above) was entirely replicated in the webpage's upper-left corner. This overt presentation was calculated to create confusion about the source, sponsorship, affiliation, or ownership in relation to the Complainant and its mark”*.
  - ii. [www.retouch.my](http://www.retouch.my) is the online presence of ReTOUCH, which is *“a Malaysian company directly competing by selling analogous products”* and according to its website description which offers *"a complete range of*



*affordable touch, remote, modern, safety, convenience and comfort switches & socket are available to any homeowner in the world."*

- iii. Significantly, the website at [www.retouch.my](http://www.retouch.my) prominently features a BLE smart light product branded "TUYA"—an AI-supported platform for IoT devices developed by another Hangzhou-based competitor to the Complainant. The Complainant asserts that this “*linkage to multiple competitors through the <broadlink.my> domain exacerbates potential consumer confusion and suggests a deliberate attempt to capitalize on the Complainant's brand*”.
- iv. The failure of the Respondent to respond to the cease-and-desist correspondence “*further demonstrates bad faith*”.

**b. The Respondent's Response**

- 29. Save where their defence traverses the Complaint, the Respondent's Response does not otherwise expressly address or dispute any of the Complainant's factual grounds asserted.
  - a. Broadlink Marketing Sdn Bhd, is a legally registered Malaysian company since 2014. The disputed domain name [www.broadlink.my](http://www.broadlink.my) was registered by Mr Charles Leong, a director of Broadlink Marketing Sdn. Bhd. The registration of the disputed domain name occurred concurrently with the establishment of Broadlink Marketing Sdn Bhd.
  - b. The name “Broadlink” was chosen to reflect their then-business direction of distributing smart home products from “*Broadlink China*” (presumably a reference to the Complainant). The Respondent avers that at that time, Broadlink Marketing Sdn Bhd was an authorised local distributor of Broadlink China products in Malaysia.

- c. The disputed domain name [www.broadlink.my](http://www.broadlink.my) was “*used legitimately for business purposes including product marketing, customer engagement, and email communication*”.
- d. Broadlink Marketing Sdn Bhd “*subsequently discontinued selling Broadlink China products due to limited support from the supplier*”. Nonetheless, it “*has continued to operate under the same name*”
- e. “reTouch” is Broadlink Marketing Sdn Bhd’s own brand “*focusing on a different category of products*”.
- f. The disputed domain name [www.broadlink.my](http://www.broadlink.my) “*remains relevant as it reflects [Broadlink Marketing Sdn. Bhd.’s] legal company name and continues to be used for corporate correspondence, email forwarding, and legacy customer connections.*”
- g. The dispute domain name “*was registered and used in good faith*”. And that “*at no time has the domain been offered for sale, transferred, or used to mislead or infringe third-party rights. It is not our intention to benefit from any trademark owned by the complainant, and there was never malicious intent in registering or continuing to hold the domain*”.
- h. On the basis of the arguments and exhibits in the Response, the following grounds for dismissal are asserted by the Respondent (see page 2 and 4 of the Response):
  - i. The domain was registered in 2014 concurrently with the establishment of Broadlink Marketing Sdn. Bhd and reflects its legally incorporated company name.
  - ii. The disputed domain name has been and continues to be used in connection with Broadlink Marketing Sdn Bhd’s legitimate business

activities. It has been continuously used in good faith for legitimate business purposes.

- iii. There is no evidence of bad-faith registration or misuse of the disputed domain name.
- iv. Broadlink Marketing Sdn Bhd's branding "*has evolved transparently, with clear distinction between Broadlink and reTOUCH*".
- v. The disputed domain name remains an integral part of Broadlink Marketing Sdn Bhd's corporate identity and communications.

**c. The Complainant's Reply**

30. The Complainant's Reply took issue with the Response on the following grounds:

- a. That the Registrant was Climax and not Mr Leong. In this respect, the Complainant was unable to "find any connection between this two parties". As such, it was suggested that "*the defense and evidence he submitted should not be accepted*" (see paragraph B)
- b. The Complainant had never authorised a party in Malaysia to use the "Broadlink" mark. Further, and since 2014, the Respondent linked parties "*have never contacted the Complainant to seek consent for its use*".
- c. Annex B1 of the Response "*only proves [Mr Leong] was a customer of the Complainant of the Complainant in 2014*" and that such transaction(s): (i) " fails to demonstrate any legal or commercial link to the entities "Climax Electrical & Air Cond Services" or "Broadlink Marketing Sdn. Bhd."; and (ii) that such a commercial transaction "*does not confer any rights or permissions to use the associated trademark or to register a corresponding domain name*". (see paragraph D)

- d. Further, any business relationship between the Complainant and the Respondent linked parties appears to have ended in or around 2016 (and referring to Annex G). As such, the Respondent linked parties “*ceased to be a business partner of the Complainant and, consequently, retains no legitimate interest or right to use the "BROADLINK" trademark in any jurisdiction or medium*” (see paragraph F).
  - e. The use of the disputed domain name to redirect to [www.retouch.my](http://www.retouch.my) (as a “competitor’s website”) constituted bad faith in accordance with Paragraph 7.4.2 to 7.4.4.2 of the Policy (see paragraph G).
  - f. Finally, even if the Broadlink Marketing Sdn Bhd were a distributor of the Complainant’s products from 2014 to 2016, it would not have any legitimate interest in the disputed domain name thereafter (see paragraph G).
31. On review of the case file provided and the Parties’ submissions, there appeared a threshold issue as to who was the proper respondent to these proceedings and the extent to which (if any) Broadlink Marketing Sdn Bhd:
- a. was the registrant of the disputed domain name [www.broadlink.my](http://www.broadlink.my) and hence the respondent to these proceedings;
  - b. was authorised to represent the Respondent (i.e. Climax Electrical & Air Cond Services) in the proceedings; and/or
  - c. could use facts and argument exclusive to itself and to resist the Complaint, essentially for and on behalf of the Respondent (i.e. Climax) itself.
32. Though seemingly obvious, I make the preliminary observation that the registrant of a .MY domain name almost necessarily is the respondent to any domain name dispute under the Policy, the Rules and the Supplemental Rules. In this respect, paragraph 7.3 of the Policy states,

*“7.3 In filing a complaint, the Complainant must establish all two (2) elements as follows:-*

*7.3.1 the manner in which the Domain Name(s) is/are identical/confusingly similar to a trademark or service mark in which the Complainant has rights; and*

*7.3.2 **the Registrant’s Domain Name(s)** has been registered or is being used in bad faith.”*

(emphasis added in bold and underline)

33. And while the Policy, Rules and Supplemental Rules do not expressly state that the Registrant is or ought to be the Respondent in any .MY Domain Name Dispute Resolution (“**MYDR**”) Policy proceedings, the other relevant agreements and documents lend strong support for this view. First, the .MYNIC’s Registrant Agreement<sup>1</sup> provides as follows:

- a. Clause 2.1: the agreement is made *“between the domain name applicant (the “Registrant”), MYNIC accredited Registrar (“Registrar”) and the Registry (“MYNIC”) when applying to register or renew the registration of a .MY domain name.”*
- b. Clause 3.2: *“the Registrant does not own the registered domain name and instead holds the right to use the domain name for a specified period of time (i.e. which is known as a domain name holder).”*
- c. Clause 3.7: *“to be bound by MYNIC domain name dispute resolution Policy (MYDRP) and its respective Rules that can be found in MYNIC official website in resolving any dispute between the parties, over the rights to register or use the domain name”.*

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<sup>1</sup> A copy of which is available at <https://mynic.my/resources/policies/my-registrant-agreement>

d. Clause 4: The registrant of a domain name makes certain representations and warranties as regards the domain name which are pertinent to any domain name dispute:

- i. *“the Registrant is a person or organisation that meets, and will continue to meet, the eligibility criteria of the .MY domain name for the duration of the domain name subscription”;*
- ii. *“the Registrant has ensured the suitability of the persons chosen to act as the Administrative Contact, Billing Contact, and Technical Contact as stated in the application form or in any notice communicated by the Registrar (in accordance with the procedures prescribed by MYNIC) from time to time”;* and
- iii. *“the domain name applied for does not infringe any registered or unregistered trademark or any other intellectual property rights of a third party”.*

34. Second, Rule 2.1.3 of the Rules provide that a *“Domain name dispute means **a dispute between the Registrant of a .MY domain name and a third party** over the registration and/or use of a .MY domain name.”* I note that Rule 6.2 of the Rules state that *“[t]he Response must respond specifically to the Complainant's allegations in the Complaint and **specify the reasons why the Respondent should be allowed to keep the registration and use of the domain name(s) and why the Respondent should not be found to have registered and/or used the domain name in bad faith.** For this purpose, **the Respondent may, among others, raise circumstances establishing that it has rights and legitimate interests in the domain name** as elaborated upon in Paragraph 7 of MYNIC's Domain Name Dispute Resolution Policy”* (emphasis added in bold and underline).

35. Third, and in turn, the .MY Registrant Policy<sup>2</sup> also expressly defines at Section 3.6, a Registrant as *“he person or organisation that has applied for the domain name, as stated in the application form or an existing Registrant who maintains the registration of a domain name with MYNIC as a domain name holder”*. It also explains, at Section 5.1 that the Registrant *“is the registered domain name holder of a .MY domain name. This individual or entity holds the rights to use the domain name as long as the domain name remains active and continues to be renewed”*. This is also emphasised at Section 6.2 which provides that *“[b]efore registering a .MY domain name, the Registrant shall ensure [that the] registration or use of the domain name is not for any illegal and/or unlawful purposes and does not infringe rights of any party or any other intellectual property rights of a third party”*. Finally, section 13.1 also states that a *“domain name dispute means a dispute between the Registrant of a “.MY” domain name and a third party over the registration and/or use of a .MY domain name. The AIAC are the dispute resolution providers that administer the .MY domain name disputes”*.
36. Put another way, it is the registrant of a .my domain name which is the contractual party to and bound by the Registrant Agreement, *including the Policy*. As such, the registrant must necessarily be the respondent in any domain name dispute under the Policy and Rules.
37. However, a question arose, which was not addressed by the Respondent (or Broadlink Marketing Sdn Bhd or Mr Leong) in their formal submissions was as to how and whether the Registrant Respondent (i.e. Climax) could rely on the rights and entitlements (if any) of a *third party* (in this case, Broadlink Malaysia Sdn Bhd) in order to justify the Registrant’s registration and/or use of the disputed domain name.

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<sup>2</sup> A copy of which is available at [https://mynic.my/storage/pdf/MYNIC\\_Registrant\\_Policy.pdf?t=1749698123](https://mynic.my/storage/pdf/MYNIC_Registrant_Policy.pdf?t=1749698123)

38. As such, and having obtained the authorisation of the Centre, I wrote to the Parties on 9 September 2025 to seek further statements and information (if any) and should the Parties so choose to provide those. I replicate the queries below:

*“a. In view that the Respondent to AIAC/DNDR-1465-2025 (“**DNDR 1465**”) is “**Climax electrical & air cond services**” but the Response has been issued by one “**Broadlink Marketing Sdn Bhd**”, whether this amounts to a non-response by the Respondent and, if so, what the Panel’s approach should be in determining this dispute for e.g. whether the Panel ought to still take into account the contents of the [Response] or should disregard any evidence led in the Response or otherwise.*

*b. Whether the Respondent accepts that the Registrant of the domain “broadlink.my” is “**Climax electrical & air cond services**” whose stated address is “44, jalan tpk 2/6, taman perindustrian kinrara, puchong, puchong, Selangor 47180 MY”. If so, the Respondent (or Broadlink Marketing Sdn Bhd) is invited to make further submissions (including the provision of further documents) to establish the link between the Registrant and Broadlink Marketing Sdn Bhd and why the Registrant should be permitted to rely on arguments in the Response which are particular to Broadlink Marketing Sdn Bhd only.*

*The Panel also invites the Complainant to make any submissions on this issue if it so chooses.*

*c. Without prejudice or derogation from the issues raised above, Rule 6.3 of the .MY Domain Name Dispute Resolution Rules (the “**Rules**”) also provides that the Response should end with the following statement and the signature of the Respondent.*

*“The Respondent certifies that the information contained in this Response is, to the best of the Respondent’s knowledge, complete, current, accurate and true and that the assertions in this Response are warranted under these Rules and under all applicable law, as it now exists or as it may be extended by a good faith and reasonable argument”.*

*“The Respondent hereby agrees and acknowledges to be bound by the provisions set out in the Registration Agreement, MYNIC’s Domain Name Dispute Resolution Policy, these Rules, and the Supplemental Rules of the Provider (“Policy and Rules”). Further thereto and for the avoidance of doubt, the Respondent further agrees, acknowledges, and undertakes to indemnify MYNIC, its officers and employees, as the case may be, for any damages or losses which they have suffered or will suffer as a result of all claims or actions which are brought against MYNIC as a direct or indirect result of the domain name dispute or pursuant to the Policy and Rules.”*

*The Panel observes that there has been non-compliance with Rule 6.3 in the Response and seeks clarification from the Respondent as to the reasons for this omission. The Panel also invites the Complainant to make any submissions on this issue if it so chooses.*



*d. The Complainant is invited to confirm that the reference to “WIPO Jurisprudential Overview 3.0” in its Complaint dated 18 June 2025 (the “Complaint”) is to WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition, a copy of which is available at <https://www.wipo.int/amc/en/domains/search/overview3.0/>. The Panel also invites both the Complainant and the Respondent to make any submissions on this issue as regards the reliance on and applicability of the “WIPO Jurisprudential Overview 3.0” if they so choose.*

39. Following from the above, the Parties provided their Further Submissions on 15 September 2025. Parenthetically, Broadlink Marketing Sdn Bhd’s Mr Leong provided a further email (albeit without seeking or obtaining permission from the Panel) on 16 September 2025 but which I have taken into account.

40. I start with the putative Respondent’s Further Submissions. I say putative because the position as clarified by Broadlink Marketing Sdn Bhd in its Further Submissions is that *“Broadlink Marketing Sdn Bhd is the sole beneficial owner and continuous operator of broadlink.my since its registration in 2014”* and ought to be treated as the proper Respondent to these proceedings and not Climax (which had ceased trading since 2017). The Respondent’s Further Submissions stated as follows.

- a. First, as regards the discrepancy between the Respondent (Climax) and the party submission the Response (Broadlink Marketing Sdn Bhd), the Panel was to *“treat Broadlink Marketing Sdn Bhd as the proper Respondent in these proceedings”*. In this respect, the Panel was also asked to *“[a]ccept the Response and all annexed evidence as valid submissions on behalf of the [R]egistrant”*.
- b. Second, Broadlink Marketing Sdn Bhd implicitly accepts that the Registrant is Climax. However, it goes on to say that *“[a]lthough [Climax] was administratively listed as the original registrant, all domain registration fees, renewals, and hosting invoices (Annexes E2 and E3) have been paid by Broadlink Marketing Sdn Bhd,*

*and all business operations, corporate emails, invoices, and product certifications have been carried out exclusively under Broadlink Marketing Sdn Bhd”.*

- c. Third, as regards Climax’s non-compliance with Rule 6.3 of the Rules, Broadlink Marketing Sdn Bhd provided a “Rule 6.3 Certification” under its own name (see Annex H2).
  - d. Fourth, and as regards the WIPO Jurisprudential Overview 3.0, Broadlink Marketing Sdn Bhd “*acknowledges that WIPO Overview 3.0 is a useful persuasive reference*” but that it “*should be applied only to the extent consistent with the MYDRP*”.
41. Turning to the Complainant’s Further Submissions, the position taken on the issues were as follows:
- a. First, the Panel ought to disregard the Response and the evidence led in the same as well as those provided in the Respondent’s Further Submissions. This is insofar as Annex A3 of the Respondent’s Further Submissions show that Climax had been deregistered in 2017 such that “*there is no response filed by the registrant*”. Further, the official company records of Broadlink Marketing Sdn Bhd (see Annex A1 of the Respondent’s Further Submissions) do not show “last old name” or “date of change” which would tie Climax to Broadlink Marketing Sdn Bhd. The Complainant also argued that it “*could not find any connection between Climax electrical & air cond services and Broadlink Marketing Sdn Bhd. There is no connection between Charles Leong and these two mentioned companies either*”. As such, “[T]here are no materials and signature received from the respondent. Therefore, the respondent has not responded to this case within the given time.”
  - b. Second, and as regards the issue as to whether the Respondent should be permitted to rely on arguments and evidence that is particular to Broadlink Marketing Sdn

Bhd, the Complainant provided evidence in its annexures that since 2019, it had only authorised one (1) company in Malaysia and Malaysia to use the trademark “Broadlink”. The Complainant further averred that none of Climax, Broadlink Marketing Sdn Bhd or Mr Charles Leong had ever “*contacted the complainant to seek authorization of using the trademark. They have not applied any trademark with the name of “Broadlink”. Therefore, the complainant concludes these entities and person have no right to use the trademark “Broadlink” in any way.*”

- c. Third, the Complainant confirmed that the reference to “WIPO Jurisprudential Overview 3.0” in its Complaint is to WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition. The Complainant submitted that as “*the MYDRP is so similar to the UDRP, the principles, reasoning, and case examples found in the WIPO Overview 3.0 are highly relevant and persuasive.*”

- 42. Following the Complainant’s Further Submissions, the Respondent’s Mr Leong issued a further email on 16 September 2025. It stated in material part that “*For completeness, we would like to briefly clarify that I, Charles Leong (legal name Leong Chee Fah), am the same person — formerly the sole proprietor of Climax electrical & air cond services (until its cessation in 2017) and currently the Director of Broadlink Marketing Sdn Bhd.*”

## **VII. ANALYSIS AND FINDINGS**

### **a. Use and relevance of the WIPO Jurisprudential Overview 3.0**

- 43. I note that the Parties are in agreement that the WIPO Jurisprudential Overview 3.0 is useful and persuasive insofar as there are similarities in the MYDRP and the Uniform Domain Name Dispute Resolution Policy (the “**UDRP**”) (and from which UDRP panel

decisions, the Overview is derived from). On that basis alone, I see no reason not to refer to the same as appropriate.

44. However, I also consider that use of and reference to WIPO Jurisprudential Overview 3.0 is not otherwise prohibited by the Policy and the Rules. Rule 17.1 of the Rules provides that *“The Panel will decide a Proceeding based on the documents and evidence submitted by the Parties, the Policy, and Rules as well as any other rules and principles of law that it deems applicable. For the avoidance of doubt, the decisions of other Panels in previous Proceedings or other domain name dispute cases are not binding precedent and should not be treated as such.”* (emphasis added in bold and underline)
45. An objection could be raised that neither the UDRP nor the MYDRP are “*rules and principles of law*” and indeed those decisions do not have any binding effect on other panels, much less panels constituted under a different set of domain name dispute resolution policy or processes. Nonetheless, it is clear that the published decisions under the Policy and the Rules and in respect of MYDRP do cite, refer and/or otherwise rely on earlier MYDRP decisions. I also see no reason to depart from that approach. Similarly, the WIPO Jurisprudential Overview 3.0 notes at [4.1], *“While the UDRP does not operate on a strict doctrine of binding precedent, it is considered important for the overall credibility of the UDRP system that parties can reasonably anticipate the result of their case. Often noting the existence of similar facts and circumstances or identifying distinguishing factors, panels strive for consistency with prior decisions. In so doing, panels seek to ensure that the UDRP operates in a fair and predictable manner for all stakeholders while also retaining sufficient flexibility to address evolving Internet and domain name practices.”* This applies mutatis mutandis to MYDRP cases.
46. In this respect, the UDRP and the UDRP Rules are materially similar (if not identical in parts) to the MYDRP and the Rules. As such, the WIPO Jurisprudential Overview 3.0

can be helpful and persuasive authority to the extent that it works “*to summarize consensus panel views on a range of common and important substantive and procedural issues [and] has been updated to now include express references to over 800 representative decisions (formerly 380) from over 250 (formerly 180) WIPO panelists*” and as being relevant and of persuasive authority for a decision under the Policy and Rules.

**b. Jurisdiction and Role of a MYDR Panel**

47. As a preliminary point, I fully concur with the Introduction to the WIPO Jurisprudential Overview 3.0 where it stresses that “*parties should note that the WIPO Jurisprudential Overview cannot serve as a substitution for each party’s obligation to argue and establish their particular case under the UDRP, and it remains the responsibility of each party to make its own independent assessment of prior decisions relevant to its case*”.
48. A domain name dispute resolution panel is ultimately a creature of the parties’ consensual arrangements with, *inter alios*, the Registrar and the various applicable domain name dispute policies and rules. A panel’s jurisdiction and determination of the submitted dispute are demarcated principally by the evidence, statements, and submissions led by the parties (see Rule 17.1 of the Rules). While a panel “*may undertake limited factual research into matters of public record if it would consider such information useful to assessing the case merits and reaching a decision*” (to borrow the language from the WIPO Jurisprudential Overview 3.0 at paragraph [4.8]), this is not a mandatory requirement. Similarly, while a MYDR panel may rely on Rule 14 (Further Statements) of the Rules (as I have done here), this too is not a mandatory requirement on a panel’s part.

49. I am mindful that disputing parties in a domain name dispute (as they are here) may not be represented by legal counsel and/or may not be familiar with the relevant domain name dispute resolution policies and rules (through their representatives or otherwise). Indeed, Mr Leong (for the Respondent) did indicate as much in his email of 9 September 2025 where he stated, in material part that,

*“As the Respondent, I am in the process of gathering and organizing the requested documents and preparing my further submissions.*

*I also wish to inform the Panel that I have not engaged professional representation, and I will be preparing the response personally.*

*Should there be any aspect which I may not have complied with or which may be inappropriate, I respectfully ask for the Panel’s kind indication so that I can make the necessary correction.”*

50. Apart from the reasons stated above, it is a stipulation that the Panel “*must conduct the Proceeding in compliance with the Policy and Rules*” (see Rule 12.1 of the Rules). Rule 12.1 further elaborates that the Panel “*must also make sure that the Parties are treated fairly and that each Party is provided with a fair opportunity to present its case*”. In this respect, these provisions are subject to and/or concurrent with the fact that “*Each Panelist must be impartial and independent*” (see Rule 9.1 of the Rules).

51. I am cognizant that the Policy, the Rules as well as the Supplemental Rules are silent on the Panel’s treatment of a party who is “*not professionally represented*”. Nonetheless, it is my view that the referenced provisions in the Rules and general provisions of law and civil procedure (including arbitration practice), would require that:

- a. parties are treated fairly (and equally) and, generally, one party should be held to the same standards as another other party in accordance with the Policy and the Rules; and
- b. the Panel should not be descending into the fray to assist one party over another.

52. The reasoning above at paragraphs [50] and [51] was communicated to the Parties in my second email of 9 September 2025.

53. A MYDR panel under the Policy and the Rules only has the power to grant the limited remedies provided for under the Policy i.e. to transfer the registration of the disputed domain name to the complainant or to delete the registration of the dispute domain name (see Paragraph 7.9 read with Paragraph 7.8 of the Policy). A MYDR panel does not have the power to grant “*any other remedy or relief such as an award of damages or a payment of compensation*” (see Paragraph 7.9 of the Policy). The nature of the Policy and the MYDR process necessarily limits the jurisdiction of a MYDR panel in considering and determining only abusive registration or abusive use of a domain name, and may not be suitable outside of a sufficiently clear case (see e.g. the comments of the learned panel in respect of the UDRP in *Adobe Systems Incorporated v. Albert Sole Planas, Photoshop del Caribe, S.R.L.*, WIPO Case No. D2019-0914<sup>3</sup>). In this respect, I observe that the doctrine of mutual jurisdiction is preserved by Paragraph 7.11 of the Policy and say no further.

**c. Whether the submissions of Broadlink Marketing Sdn Bhd should be disregarded in their entirety**

54. I have reviewed and considered the Complainant’s Reply, the Parties’ Further Submissions as well as Mr Leong’s 16 September 2025 email regarding the discrepancy between the named Respondent/Registrant and Broadlink Marketing Bhd Sdn. From the record, the Complainant was provided with the Response and was aware of Broadlink

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<sup>3</sup> The learned Sole Panelist held that “*Finally, the Panel wishes to remind the Parties of the statement by the panel in Case 1 noting that the Policy was ill-suited to resolve that case given that it was not a clear case of abusive cybersquatting and that there were apparently competing legal interests at its essence which were subject to the domestic laws of the Dominican Republic. The panel suggested that these matters would be more appropriately raised and better suited to a determination in the courts of that country and that either or both of the parties were free to take the dispute to a relevant forum. The panel observed that the finding in that case did not seek to influence any such subsequent proceedings. In the Panel’s view, all of these comments are equally applicable to this case.*”

Marketing Sdn Bhd as having filed the Response (through Mr Charles Leong). The Complainant did also raise this issue as a procedural, jurisdictional and/or substantive point in its Reply.

55. While I continued to have doubts, I am still not prepared to go as far as the Complainant has sought and to disregard all of the evidence which Climax, Broadlink Marketing Sdn Bhd and/or Mr Leong has led. The evidence does show a link between Climax, Broadlink Marketing Sdn Bhd and Mr Leong, as Mr Leong was the person operating Climax as a sole proprietorship and he is a shareholder and director of Broadlink Marketing Sdn Bhd. Crucially, Broadlink Marketing Sdn Bhd is also prepared to step into the shoes of Climax as the Respondent and to be bound by the same.

56. In these circumstances, I do not consider there to be any prejudice to the Complainant in treating Climax and Broadlink Marketing Sdn Bhd as a collective “Respondent” and for purposes of these proceedings.

57. Even if I were to treat the Response as a non-response to the Complaint by virtue that it was **not** submitted by the Registrant Respondent or its authorised representative, Rule 16.1 of the Rules still provides that where “*a Party does not comply with the time periods in the Policy and Rules or the time periods of the Panel, the Panel must proceed to a decision on the Proceeding unless there are any exceptional circumstances*”.

58. I also note that the learned Panels in other MYDRP cases have rendered decisions in the Respondent’s favour even where the Respondent had failed to provide any response (see e.g. *Blacksire Titan Sdn Bhd v Promatrix Solution*, Case No. AIAC/ DNDR-1268-2024).

**d. Rules and law applicable to the transfer of the disputed domain name.**

59. As mentioned, Paragraph 7.3 of the Policy requires the Complainant to establish both of the two (2) elements to obtain the transfer of the disputed domain name.



- a. **First Policy Element:** The disputed domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights; **and**
  - b. **Second Policy Element:** The respondent registrant has registered **or** used the disputed domain name in bad faith.
60. As regards these substantive requirements for a transfer of a disputed domain name to a complainant, the Policy does differ from the UDRP in the following ways:
- a. Paragraph 4(a) of the UDRP corresponds to Paragraph 7.3 of the Policy but is expressed as a three (3) element test:
    - i. First UDRP Element: The disputed domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights;
    - ii. Second UDRP Element: The registrant/respondent has no rights or legitimate interests in respect of the domain name; and
    - iii. Third UDRP Element: The domain name has been registered **and** is being used in bad faith.
  - b. In this respect, whilst it is not expressly an element to be established by a complainant under Paragraph 7.3 of the Policy, the Second UDRP Element is nonetheless relevant under the Policy. This is because Paragraph 7.5 of the Policy provides that “*The Registrant may prove that the registration and/or use of the Domain Name was not in bad faith by establishing, among others, that the Registrant has rights or legitimate interests in the Domain Name*” and examples are provided under Paragraph 7.6 of the Policy.

- c. The Third UDRP Element is conjunctive i.e. the domain name has been registered **and** is being used in bad faith. Conversely, the Second Policy Element only requires *either* the registration *or* the use of the domain name to be in bad faith.

i. **First Policy Element: The disputed domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights**

61. I gratefully adopt the decision in *Midea Group Co., Ltd. (美的集团股份有限公司) v. LCL Technology*, AIAC/DNDR-1249-2023, which helpfully sets out the principles of law which is applied in Malaysia in respect of trademarks and its interface with domain name disputes. The learned Panel held as follows (with footnotes omitted),

“7.3 Section 48(1) of the Trademarks Act 2019 (“TMA”) provides:

“The registered proprietor of trademark has the exclusive rights-

(a) to use the trademark; and

(b) to authorize other persons to use the trademark, in relation to the goods or services for which the trademark is registered.”

7.4 Section 53 of the TMA provides:

“In all legal proceedings relating to a trademark in the Register, the original registration of the trademark shall, after the expiration of five years from the date of registration be taken to be valid in all respects unless it is shown that-

(a) the original registration was obtained by fraud;

(b) the trademark offends paragraph 23(5)(a), (c), (d) or (e); or

(c) the trademark was, at the commencement of the proceedings, devoid of distinctiveness of the goods or services of the registered proprietor.”

7.5 In considering whether the domain name is “identical or confusingly similar to a trade mark”, both the domain name and the trademark ought to be compared as a whole, both audibly and visually. In considering whether the domain name the disputed Domain Name is identical or confusingly similar to “MIDEA” trademark to which Midea has rights, it is the duty of the Panel to conduct an enquiry as to whether the disputed Domain Name resembles another trademark and this involves

*the eye as well as the ear together with some composite factors like phonetics and semantics. The domain names indicate origin, and may be used to generate traffic for e-commerce business.”*

62. The Respondent does not dispute the Complainant’s rights or ownership of the mark “Broadlink”, whether in Malaysia or in other jurisdictions, and through the registered “Broadlink” marks or otherwise. Instead, its defence relies on Broadlink Marketing Sdn Bhd’s notional right or entitlement to use the mark in terms of the disputed domain name.
63. Given that: (a) there has been no challenge of the evidence on record; (b) there has been no assertion of the Complainant’s rights or ownership of “Broadlink” as set out in the Complaint; and (c) the “Broadlink” mark has been registered in Malaysia (see Annex-1 of the Complainant) and which registration remains valid, I am satisfied that the Complainant does has rights to and/or ownership of the “Broadlink” mark.
64. On the issue of “*identical or confusingly similar*”, to the extent that the disputed domain name contains the mark “Broadlink” in its entirety along with the country code Top-Level Domain (ccTLD) “.my” of Malaysia, that ccTLD “.my” may be disregarded. The cases clearly show that when comparing the disputed domain name with the mark, the ccTLD “.my” “*may be generally disregarded, unless it forms part of the trademark in question*”, see *Luckin Coffee Intellectual Property (SPG) Pte. Ltd v Utopia Holding Sdn. Bhd.*, Case No. AIAC/DNDR-1387-2025 (the “***Luckin Coffee case***”); see also *The Liverpool Football Club and Athletic Grounds Limited v Asia Bureau.com Sdn. Bhd.*, Case No. AIAC/DNDR-1088-2022 (“*the “.my” and “.com.my” ccTLDs are irrelevant when establishing whether or not a mark is identical or confusingly similar*”) and *Ada Health GmbH v. Visi Finsight Sdn Bhd*, Case No. AIAC/DNDR Case No.1087-2022 (“*The ccTLD, in this instance “.my”, may generally be disregarded in the determination of confusing similarity.*”).

65. As such, I am also satisfied that the disputed domain name, which consists entirely of the mark “Broadlink” is identical and therefore satisfies the First Policy Element.

**ii. Second Policy Element: The disputed domain name has been registered or used in bad faith.**

66. Apart from the First Policy Element, the Policy also requires that the onus is on the Complainant to establish that the disputed domain name has been registered or used in bad faith. In other words, the Second Policy Element is a *disjunctive* one and only requires the Complainant to establish either that the registration of the disputed domain name or the use of the disputed domain name was in bad faith and does not otherwise require proving both.

67. Paragraph 7.3.2 is to be read with Paragraph 7.4 of the Policy, with the latter specifying the circumstances (but without limitation) as constituted satisfactory establishment of the Second Policy Element i.e. of the respondent registrant’s aregistration and/or use of the disputed domain name in bad faith. These are:

- a. The respondent has registered the domain name mainly to sell, rent, or transfer the domain name for profit to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant; or
- b. The respondent has registered and /or is using the domain name to prevent the owner of a trademark or service mark from using the domain name which is identical with its trademark or service mark; or
- c. The respondent has registered the domain name for the purpose of disrupting the business of the complainant; or
- d. The respondent has registered and /or is using the domain name for the purpose of and with the intention to attract or divert for commercial gain, internet users to:

- i. the respondent's website or other online location;
- ii. a website of the Complainant's competitor; or
- iii. any other website and /or online location by creating a possibility of confusion or deception that the website and / or online location which is operated or authorized by, or otherwise connected with the Complainant and/or its trademark or service mark.

68. Paragraph 7.5 of the Policy nonetheless provides that a respondent registrant "*may prove that the registration and/or use of the Domain Name was not in bad faith by establishing, among others, that **the [r]registrant has rights or legitimate interests** in the Domain Name*" (emphasis added in bold and underline). This is further explained in Paragraph 7.6 of the Policy which sets out the various (though not exhaustive) circumstances which if established "*to the satisfaction of the panelist appointed by AIAC, the domain name will remain with the Registrant and/or Respondent*". These are:

- a. Paragraph 7.6.1: "*the Registrant had been using or prepared to use the Domain Name in relation to a genuine offering of goods or services before the filing date of the Complainant's complaint*"; or
- b. Paragraph 7.6.2: "*the Registrant is commonly known by the Domain Name although the Registrant has not acquired any trademark or service mark rights in the same*"; or
- c. Paragraph 7.6.3: "*the Registrant is using the Domain Name for legitimate, non-commercial and/or fair purposes and has no intention of using the same for profits or to deceive the public*".

69. Though not expressly articulated as such in the Respondent's Response nor clarified in its Further Submissions, these raise defences which arguably relate to Paragraphs 7.6.1,

7.6.2, as well as 7.6.3 of the Policy. The Response argues that Broadlink Marketing Sdn Bhd was incorporated by virtue that it was an authorised local distributor of the Complainant's products and that the disputed domain name "*was used legitimately for business purposes including product marketing, customer engagement, and email communication*" in relation to its authorised distributorship. Such a defence does invoke Paragraph 7.6.3 of the Policy because the notion of "fair use" and under the UDRP, this includes "*resellers, distributors, or service providers using a domain name containing the complainant's trademark to undertake sales or repairs related to the complainant's goods or services may be making a bona fide offering of goods and services and thus have a legitimate interest in such domain name*" (see WIPO Jurisprudential Overview 3.0 at paragraph [2.8.1]). I also note that the Complainant made reference to the same in its Further Submissions.

70. There is no doubt that the Respondent actually knew about the Complainant's ownership and rights to the "Broadlink" mark as of 2014. In the absence of a legitimate use of the disputed domain name, a panel is entitled to infer that the disputed domain name has been registered to attract internet users based on the reputation associated with the Complainant's mark. As the learned Panel noted in the *LUCKIN COFFEE* case,

*"Where the trademark in question is distinctive and the facts and circumstances show that the respondent has shown no legitimate use for the disputed domain name, it is reasonable to infer that the disputed domain name has been registered to attract Internet users based on the reputation associated with the complainant's mark. In the present case, the Respondent ought to have known of the Complainant's prior rights in the LUCKIN COFFEE mark at the time of registration of the disputed domain name, given the distinctiveness of the mark which is a unique source identifier of the Complainant's business."*

71. I respectfully concur with the findings and reasoning in the *LUCKIN COFFEE* case as being applicable by analogy to this case.

- a. First, Broadlink Marketing Sdn Bhd was established in mid-2014 and the disputed domain name registered almost contemporaneously. However, these occurred were **after** the establishment of the Complainant (then going by the name of Hangzhou Gubei Electronics Technology Co., Ltd.) and the establishment of its “Broadlink” mark and branding of its products in 2013.
- b. Second, the mark “Broadlink” is a distinctive one and the Respondent’s position is that it either had legitimate rights or legitimate interest to register and/or use and continue using the disputed domain name through Broadlink Marketing Sdn Bhd. Put another way, the Respondent does **not** dispute that it does not have such legitimate rights or interests **save through** Broadlink Marketing Sdn Bhd. The onus is on the Respondent to establish this defence so that the Respondent was thereby entitled to register and use the disputed domain name.

For the reasons below, I find that they have not done so on the basis of Paragraphs 7.6.1, 7.6.2 or 7.6.3 of the Policy.

- c. Third, the Response does accept that the Respondent (including Broadlink Marketing Sdn Bhd and Mr Leong) indeed knew about the Complainant’s prior rights in the “Broadlink” mark at the time of registration of the disputed domain name.
- d. Fourth, in the absence of such legitimate rights or interests on the Respondent’s part (through Broadlink Marketing Sdn Bhd or otherwise), it is certainly *“reasonable to infer that the disputed domain name has been registered to attract Internet users based on the reputation associated with the complainant’s mark”* given that the disputed domain name redirects to Broadlink Marketing Sdn Bhd own brand’s (reTouch) website ([www.retouch.my](http://www.retouch.my)).

72. On the facts and circumstances of the case, Broadlink Marketing Sdn Bhd's incorporation as an entity using the "Broadlink" name *prima facie* does not give it (much less the Registrant Respondent) rights to register and/or use the disputed domain name. Something more needs to be shown by the Respondent.
73. I note, for example, the case of *No Zebra Network Ltda v. Baixaki.com, Inc.*, WIPO Case No. D2009-1071 (the "**Baixaki.com case**") where the disputed domain name [www.baixaki.com](http://www.baixaki.com) was transferred from the respondent to the complainant. The heart of the complainant's argument was that,

*"The Respondent has no rights or legitimate interests in the disputed domain name because the Respondent and the prior registrant White & Case did not run any business under the name BAIXAKI, never used the Baixaki name to identify its products or services and, as far as the Complainant is aware, did not own any trademark application or registration for the word BAIXAKI. Further, the Complainant has never authorized the Respondent to use its BAIXAKI Mark, and the Respondent is not using the disputed domain name to offer bona fide goods or services (but rather is providing sponsored links in Portuguese for computer anti-virus programs, ringtones, games that can be downloaded, software, translation and other programs, thereby creating a likelihood of confusion among Internet users with the Complainant's services). The Respondent is thus not making any legitimate use of the disputed domain name, because it is attracting Internet users to its website and diverting them to third parties' products and services. The registration of the disputed domain name is also preventing the Complainant from registering such name and obtaining economical advantages from the use of the Complainant's BAIXAKI Mark on the Respondent's website."*

The 3-member Panel agreed and directed for the transfer of the disputed domain name.

74. I therefore consider that the *Baixaki.com* case stands for the proposition that a corporate respondent having or bearing the name of a mark which is the subject of the disputed domain name is in, and which respondent does not otherwise owe or having registered that mark does not thereby obtain legitimate rights and interests to register or use the disputed domain name *simpliciter*.
75. Put as its highest, the Respondent (more specifically Broadlink Marketing Sdn Bhd) argues in its Response that it had been entitled to register and use the disputed domain



name because it had been an authorised local distributor of the Complainant's products in Malaysia. The relevant portion of the Response reads,

*The name "Broadlink" was chosen as it reflected our then-business direction of distributing smart home products from Broadlink China. At that time, Broadlink Marketing Sdn. Bhd. was an authorised local distributor of Broadlink China products in Malaysia. The domain broadlink.my was used legitimately for business purposes including product marketing, customer engagement, and email communication.*

76. However, the time for assessing whether a respondent registrant has legitimate rights or interest in the disputed domain name is to be assessed at the time of the proceedings. And where a respondent claims some prior agreement or relationship with the claimant, that only goes to a past legitimate right or interest and may not be sustainable in the proceedings as those arrangements, including any legitimate rights or interest, may have ceased to exist. Paragraph 2.11 of the WIPO Jurisprudential Overview 3.0 helpfully provides that,

*"Panels tend to assess claimed respondent rights or legitimate interests in the present, i.e., with a view to the circumstances prevailing at the time of the filing of the complaint.*

*Without prejudice to the complainant's duty to establish that a domain name has been registered and used in bad faith, a respondent claiming a right or legitimate interest in a domain name for example based on a prior agreement or relationship between the parties or based on past good-faith use (thus demonstrating merely a past right or legitimate interest) would not necessarily have rights or legitimate interests in the domain name, at the time a decision is rendered.*

*Panels will often also consider any evidence of previous legitimate use under the third UDRP element. [See also in this regard, sections 3.2.1 and 3.8 generally.]"*

77. Further, the Complainant has averred (and which is not denied by the Respondent in its Response), that as of 14 August 2014, the disputed domain name resolved to a website in the following terms.

*"An archive from the Wayback Machine (web.archive.org) on August 14, 2014, shows the domain redirecting to a page highlighting "Broadlink Marketing Sdn Bhd," a name clearly designed to impersonate the Complainant's product name*

*within the Malaysian context. Crucially, the Complainant's unique logo (the "broadlink" text with seven dynamic light blue dots half-circled above) was entirely replicated in the webpage's upper-left corner. This overt presentation was calculated to create confusion about the source, sponsorship, affiliation, or ownership in relation to the Complainant and its mark."*

78. In this respect, and I agree with the Complainant's submissions in its Reply, the evidence which has been led by the Respondent (including Broadlink Marketing Sdn Bhd and Mr Leong) does **not** show that Broadlink Marketing Sdn Bhd (much less Climax) was an authorised local distributor for the Complainant and for "Broadlink" products.
79. Further, it is the Complainant's position (which has not been controverted by any evidence led by Climax, Broadlink Marketing Sdn Bhd or Mr Leong) that none of the Respondent linked parties ever sought or were ever authorised to use the trademark "Broadlink". The evidence led by the Complainant is that since 2019 (but save for 2020 to 2021 for which there is no evidence), there is but one single company (Simply Smart Pte Ltd) which is the sole authorised distributor of Broadlink products in Singapore and Malaysia (see Annex 15, 16 and 17 of the Complainant's Further Submissions).
80. The Complainant submits that this amounts to a case of impersonation or passing off for which no rights or legitimate interests can be conferred on the Registrant. It argues that that *"WIPO Jurisprudential Overview 3.0" section 2.13.1 states: Panels have categorically held that the use of a domain name for illegal activity (e.g. ... phishing, distributing malware, ..., impersonation/passing off, or other types of fraud) can never confer rights or legitimate interests on a respondent."*
81. However, this does not dispose of the issue altogether. For the purposes of these proceedings, and given the somewhat patchy state of evidence in the period of 2014 to 2016 (or even 2019), I am prepared to accept that Broadlink Marketing Sdn Bhd was, if

not an authorised local distributor of the Complainant's goods at least in 2014 onwards, perhaps an *unauthorised reseller* of the Complainant's products.

82. If so, this would not a straight case of illegality (for e.g. counterfeiting or phishing) as argued by the Complainant and as contemplated by paragraphs 2.13.1 and 2.13.2 of the WIPO Jurisprudential Overview 3.0. Instead, this scenario raises the issue as to whether *as an authorised distributor or unauthorised reseller for the Complainant's products in Malaysia*, the Respondent was thereby authorised or entitled to register and use the disputed domain name in the manner it did in 2014 onwards.
83. As mentioned, the UDRP decisions expressly contemplate that “*resellers, distributors... using a domain name containing the complainant's trademark to undertake sales...related to the complainant's goods or services may be making a bona fide offering of goods and services and thus have a legitimate interest in such domain name*” for purposes of fair use (see WIPO Overview 3.0 at paragraph 2.8.1).
84. In the case *SIEMENS AG v. Domain ID Shield Service CO., Limited / Maksim SPD Chervinchuk*, WIPO Case No. D2018-0364 (the “**SIEMENS AG case**”), the learned Panel noted that the reselling legitimately obtained genuine goods *even if unauthorised* could be seen as being a legitimate interest or use of the disputed domain name. However, a transfer of the disputed domain name [www.siemens-ua.com](http://www.siemens-ua.com) was still ordered because the respondent did not take any (much less sufficient steps) to disassociate itself from the complainant or to make clear it had only been the authorised local distributor.

*“However, while reselling legitimately obtained genuine products could be seen as being a legitimate interest or use, Respondent here has taken the extra step of registering a domain name that on its face suggests a connection to Complainant, or which likely will be seen as an official domain name of Complainant for Ukraine, and then using such with a website that suggests a connection to Complainant and/or which makes it appear that the website is an official or authorized website for the sale of SIEMENS household appliance products in Ukraine. The home page of the website at the disputed domain name, and virtually every page on the website,*

*prominently features at the top of each web page the SIEMENS mark in block letters and in the same “petrol blue” color typically used by Complainant. Moreover, the text on the home page of the website at the disputed domain (which is in Ukrainian) heightens the connection to Complainant by making numerous references to SIEMENS as a manufacturer, the history of SIEMENS and the SIEMENS household appliance products. The text includes numerous links and statements such as “SIEMENS home appliance online store,” “our online store,” “SIEMENS online store” and the like. There is even a webpage within the website entitled “about the Siemens company” that includes a photograph of a SIEMENS office building with text about the SIEMENS company, its history and the company’s approach to designing household appliance products. Notably, none of these pages make any reference to Respondent, Respondent’s Europe Tek Ukraine company, or to the fact that Respondent does not have any affiliation with or connection to Complainant. The one disclaimer that Respondent points to is buried at the very bottom of a difficult to find webpage within the website at the disputed domain name and merely states in small lettering at the end of a long paragraph of text that the website is not an official site of Complainant. Notably, the purported disclaimer does not appear on the home page of the website, on the information pages regarding SIEMENS or on any of the pages where SIEMENS products are being offered for sale.*

*Such actions by Respondent, in their totality, appear to have been designed to suggest that Respondent’s website at the disputed domain name is affiliated with, connected to or authorized by Complainant, when such is not the case. Indeed, a consumer visiting Respondent’s website at the disputed domain name would likely believe that the disputed domain name and website are somehow connected to or authorized by Complainant, given (i) the prominent use of SIEMENS in the disputed domain name, (ii) the numerous SIEMENS indicia and references used by Respondent throughout the website at the disputed domain name, (iii) the lack of any references to Respondent and its identity on the website, and (iv) the lack of anything material or prominent on the website dispelling the connection between Respondent and Complainant. Thus while Respondent may have a legitimate basis for reselling legitimately sourced SIEMENS household appliance products in Ukraine, it is not legitimate for Respondent to essentially impersonate or suggest some form of connection, sponsorship or endorsement by Complainant for purposes of selling products – even if they are genuine SIEMENS products. Respondent is not connected to Complainant and taking measures to misleadingly imply an affiliation with Complainant is not a legitimate or fair use even under the “Oki Data Test”. WIPO Overview 3.0 at sections 2.5.1 and 2.8.2.”*

85. This is similar to the case here as the original August 2014 website which was resolved to at the disputed domain name would lead a reasonable internet user to consider that this was the Complainant’s Malaysia webpage and that Broadlink Marketing Sdn Bhd was the Complainant’s Malaysian entity. Having reviewed the cached website which the disputed domain name resolved to on 14 August 2014, and in the absence of any dispute

by the Respondent, I do accept the Complainant's characterisation and argument in its Complaint (see paragraph 76 above) as being a fair one. Indeed, apart from the use of the Complainant's "Broadlink" logo, there is a copyright mark at the bottom of the page which simply states "Broadlink Malaysia". Further, none of the other tabs in the webpage gives any indication that Broadlink Marketing Sdn Bhd was only an authorised local distributor (or unauthorised reseller as is perhaps the case).

86. The Respondent's exhibits at Annex G and particularly those at Annex G4 and G9 also does not help any argument that there is a clear distinction and delineation and/or that the Respondent took active steps to make clear that they were a local distributor or reseller. Indeed, I note Annex G1, G2, G5 and G8 where the reTouch brand is featured prominently but which booths/displays also feature the "Broadlink" mark and logo as well as the disputed domain name.
87. At this juncture, I do not have to consider the *Oki Data* test as set out in the seminal case of *Oki Data Americas, Inc. v. ASD, Inc.*, WIPO Case No. D2001-0903 as to whether there was legitimate registration or use of the disputed domain name by the respondent registrar as an authorised distributor or reseller of the complainant's goods or services. Nonetheless, as the Complainant does raise this point in both its Reply and its Further Submissions, I will proceed to deal with this issue. The Complainant argues that the application of the *Oki Data* test should only be considered from 2014 to 2016, 2016 being the year in which the Claimant argues that the redirection to [www.retouch.my](http://www.retouch.my) occurred.

*"Q. See also WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition ("WIPO Jurisprudential Overview 3.0) and run the "Oki Data" test, even Charles Leong was a distributor from 2014 to 2016, he might be making a bona fide offering of goods and services and thus had a legitimate interest in the dispute domain name. But after 2016, especially at the time this complaint filed, he is a competitor and*

- (i) is not actually offering the goods or services of the complainant,*
- (ii) does not use the site to sell only the trademarked goods or services,*

*(iii) the site does not accurately and prominently disclose the registrant's relationship with the trademark holder, and  
(iv) is trying to "corner the market" in domain names that reflect the trademark."*

88. I accept the Complainant's submissions. For completeness, if I had to analyse Broadlink Marketing Sdn Bhd's use of the disputed domain name from 2014 to 2016 (or to whichever year the redirection occurred) through the framework of the *Oki Data* test, I would accept that the elements of the have **not** been cumulatively fulfilled by the Respondent. The *Oki Data* test requires the respondent establishing that:

- a. the respondent must actually be offering the goods at issue;
- b. the respondent must use the site to sell only the trademarked goods;
- c. the site must accurately and prominently disclose the registrant's relationship with trademark holder; and
- d. the respondent must not try to "corner the market" in domain names reflecting the trademark.

In particular, and for the reasons set out above, at the very minimum, elements (c) was not fulfilled. There are no indications on the resolved website, prior to the redirection of the disputed domain name, of the actual relationship which Broadlink Marketing Sdn Bhd had with the Complainant.

89. As the learned Panel noted in *WhatsApp LLC v. Ravi Kumar Case*, WIPO Case No. D2025-1157, even though there had been a disclaimer section on the offending website that accurately discloses the registrant's relationship with the trademark holder, it did not not fulfil the criterion that the disclaimer of relationship be prominently disclosed.

*"Regarding the third requirement, while the website at the disputed domain name includes a section containing a disclaimer, the Respondent does not disclose in a sufficiently prominent manner its lack of an actual relationship with the*

*Complainant as such information is only available for the Internet users that click on the “disclaimer” section.”*

90. I turn to Paragraph 7.6.2 of the Policy. This permits the Respondent Registrant to argue that “*the Registrant is commonly known by the Domain Name although the Registrant has not acquired any trademark or service mark rights in the same*”. However, for the reasons above, I consider that none of the Respondent linked parties (i.e. Climax, Broadlink Marketing Sdn Bhd and/or Mr Leong) has made out this defence.

91. Paragraph 2.3 of the WIPO Jurisprudential Overview 3.0 states that,

*“Panels have addressed a range of cases involving claims that the domain name corresponds to the respondent’s actual given name (including in combination with initials), stage name, nickname, or other observed moniker.*

*For a respondent to demonstrate that it (as an individual, business, or other organization) has been commonly known by the domain name or a name corresponding to the domain name, it is not necessary for the respondent to have acquired corresponding trademark or service mark rights.*

*The respondent must however be “commonly known” (as opposed to merely incidentally being known) by the relevant moniker (e.g., a personal name, nickname, corporate identifier), apart from the domain name. **Such rights, where legitimately held/obtained, would prima facie support a finding of rights or legitimate interests under the UDRP.***

*Insofar as a respondent’s being commonly known by a domain name would give rise to a legitimate interest under the Policy, panels will carefully consider whether a respondent’s claim to be commonly known by the domain name – independent of the domain name – is legitimate. Mere assertions that a respondent is commonly known by the domain name will not suffice; respondents are expected to produce concrete credible evidence.”*

I also note that the cases referenced at Paragraph 2.3 of the WIPO Jurisprudential Overview 3.0 generally involve registrant respondents with *personal* birth names that reflect the disputed domain name.

92. First, for the Respondent (i.e. Climax itself) and Mr Leong, no argument has been raised nor evidence led that they are commonly known by the moniker “Broadlink”. This is plain on the face of their names in any event.

93. Second, the issue for the Respondent (or Broadlink Marketing Sdn Bhd) is that it does not and cannot show that it is “*is commonly known by the Domain Name*” when the only reason it picked its name and the disputed domain name is because of the Complainant itself i.e. that it was alleged an authorised local distributor for the Complainant and its pre-existing “Broadlink” mark. For the reasons already stated above, and in view of the *Baixaki.com* case, any reliance on this argument by the Respondent would be circular and a non-starter.
94. Indeed, Broadlink Marketing Sdn Bhd itself states that it now operates its own brand reTOUCH and no longer resells the Complainant’s “Broadlink” products (see also Annex G of the Response, save for Annex G4 and G9). Its main website is that of [www.retouch.my](http://www.retouch.my) (see e.g. Mr Leong’s name card at Annex G10) and the disputed domain name is use for redirection purposes to [www.retouch.my](http://www.retouch.my).
95. I consider that any argument that Broadlink Malaysia Sdn Bhd has obtained rights simply by the effluxion of time, and despite not having any rights or entitlements to use the disputed domain name (or the “Broadlink” mark) would be to reward a party who registers and/or uses a domain name in bad faith in hopes that the rightful owner does not take any action against it. I deal further with this argument in considering the issues laches and delay below, including any prejudice which Broadlink Marketing Sdn Bhd may suffer on a transfer of the disputed domain name.
96. Given the disjunctive nature of the Second Policy Element, the illegitimate or bad faith registration of the disputed domain name already suffices to dispose of this matter. However, the use or continued use of the disputed domain name following Broadlink Marketing Sdn Bhd’s cessation of its distributorship of the Complainant’s products coupled with the launch of its own brand “reTouch” and associated website [www.retouch.my](http://www.retouch.my) as well as the redirection of the disputed domain name to



[www.retouch.my](http://www.retouch.my) provide independent grounds and/or strengthens any holistic and collective finding that the Second Policy Element has been met.

97. In particular, the use of the disputed domain name [www.broadlink.my](http://www.broadlink.my) for redirection purposes gives rise to the inference that it is meant to leverage off the Complainant's goodwill in the mark and to redirect that to Broadlink Marketing Sdn Bhd's competing brand and website which sells competing products (see the *LUCKIN COFFEE* case). This falls within the prohibition of the Second Policy Element.

**iii. Does Delay or Laches Defeat the Complainant's Complaint?**

98. Notwithstanding that the issue of delay or laches (see s. 32 of the Limitation Act 1953 of Malaysia) has not been expressly pleaded by the Respondent, this issue is apparent on the face of the Response and the Respondent's Further Submissions and the evidence led in the same. The Respondent has repeatedly emphasised that it had been using the Broadlink Marketing Sdn Bhd name as well as the disputed domain name since 2014, as well as the that the disputed domain name was integral to its corporate identity and communications. This issue therefore warrants resolution for completeness.
99. The *SIEMENS AG* case is instructive. The defence of laches had been raised by the respondent on the basis that there had been a 10-year delay in the prosecution of the Complaint against it in respect of the disputed domain name. The learned Panel disagreed and held as follows:

*“Respondent asserts that because Respondent registered the disputed domain name in 2008, Complainant is barred under the doctrine of laches from initiating a complaint against the disputed domain name. While the doctrine of laches is a common law equitable defense that seeks to prevent a party from ambushing someone else by failing to make a legal claim in a timely manner, the Policy contains no limitation period for making a claim, and a delay by a Complainant in bringing a complaint does not provide a defense per se under the Policy. As such, UDRP panels who have considered the issue have declined to specifically adopt*

*concepts such as laches in the UDRP. See Section 4.17 of WIPO Overview of WIPO Panel Views on Selected UDRP Questions, Third Edition (WIPO Overview 3.0”) and cases cited therein. Here, even in the absence of an explanation from Complainant, the Panel does not draw a negative inference from the mere delay in the filing of the Complaint.*

*That being said, the Panel considers that a delay would be relevant to its decision if there was some firm indication that Complainant had, explicitly or implicitly, consented to Respondent’s use of its trademark in the disputed domain name. It is notable that Respondent has provided no evidence that Complainant was even aware of Respondent’s registration and use of the disputed domain name for its website selling SIEMENS products, and there is no indication of any correspondence between Complainant and/or any representative of Complainant with Respondent to suggest or imply that Complainant may have approved of or condoned Respondent’s use of the SIEMENS mark in the disputed domain name. Without some material evidence, beyond conjecture, to indicate that Complainant approved of or condoned Respondent’s use of the SIEMENS mark in the disputed domain name, the Panel is not prepared to consider a bar against Complainant’s claims concerning the disputed domain name.”*

100. I respectfully concur and adopt the analysis and reasoning of the learned Panel. In this regard, I also agree that “*a delay would be relevant to [a Panel’s] decision if there was some firm indication that Complainant had, explicitly or implicitly, consented to Respondent’s use of its trademark in the disputed domain name*”. However, and for the reasons articulated above, there is little evidence that there was such consent (implied or express) from the Complainant to the Respondent as regards the Respondent’s registration and/or use of the disputed domain name in 2014 and onwards.

101. In fact, a perusal of the 2014 email thread provided by the *Respondent* as between the Broadlink Marketing Sdn Bhd and the Complainant (see Annex B1 of the Response) shows that the correspondence regarding the sale of the Complainant’s “Broadlink” products was between one of the Complainant’s representatives and Mr Charles Leong at his *personal* Gmail address. There is also no mention or indication in the evidence led in either of Response or Further Submissions that the Complainant was ever aware of the existence of Broadlink Marketing Sdn Bhd or that it was dealing with them.

102. Further, for the reasons articulated above, any entitlement to continue to use the disputed domain name must have ceased when it discontinued being a distributor/reseller for the Complainant's products.
103. In light of the above, and on balance, to the extent that there is any equitable defence of laches (including some form of waiver or acquiescence on the Complainant's part or some sort of detrimental reliance on the Respondent's part) in domain name disputes, I consider the justice of the case to favour the Complainant over the Respondent (which includes Broadlink Marketing Sdn Bhd and/or Mr Leong).
104. Specifically, I would consider that any resulting prejudice arising out of a transfer on the part of the Broadlink Marketing Sdn Bhd is or would be of its own making. When it ceased the distribution/resale of the Complainant's products and launched its own brand reTouch using the domain name [www.retouch.my](http://www.retouch.my), it should have taken steps to effect a transfer of its email addresses etc. to the new domain. While it is not altogether clear when the cessation of the distribution/resale took place (i.e. whether in 2016 or 2019, 2019 being the year in which the exclusive distributorship for "Broadlink" products in Malaysia and Singapore was conferred on Simply Smart Pte Ltd), the Respondent would still have had years to make the necessary administrative and/or logistical changes.
105. For this same reason, the Respondent's argument that: (i) *"The company's branding has evolved transparently, with clear distinction between Broadlink and reTOUCH"*; and (ii) *"The domain remains an integral part of Broadlink Marketing Sdn Bhd's corporate identity and communications"* appears to be inherently contradictory. If Broadlink Marketing Sdn Bhd branding has evolved, there is no reason why the dispute domain name (which it has no rights to register and/or use from the outset) can or should remain an integral part of its current identity and communications. The strong inference is that

the Respondent wishes to maintain the disputed domain name in order to leverage off the Complainant's branding and goodwill in the "Broadlink" mark.

106. In light of the above, and being satisfied on a balance of probabilities and/or the preponderance of facts (being the same standard), I make the following findings:

- a. The Complainant has satisfied both the First Policy Element and the Second Policy Element under Paragraph 7.3 of the Policy in terms of the registration and/or use of the disputed domain name by the Respondent.
- b. The Respondent (which includes Broadlink Marketing Sdn Bhd and/or Mr Leong) has not established that the disputed domain name was neither registered nor used in bad faith.
- c. The Respondent (which includes Broadlink Marketing Sdn Bhd and/or Mr Leong) has not demonstrated that any of them have any rights or legitimate interest in the disputed domain name.

#### **VIII. DECISION**

107. For the foregoing reasons, and in accordance with Paragraph 7.8 of the Policy and Rule 17 of the Rules, this Panel orders that the disputed domain name [www.broadlink.my](http://www.broadlink.my) be transferred to the Complainant.



**Shaun Lee**  
Sole Panelist  
Date: 24 September 2025