Panel Decision for dispute CAC-ADREU-004213

Case number	**CAC-ADREU-004213**
Time of filing	**2007-01-29 11:12:41**
Domain names	**enterpriserentals.eu**

Case administrator

Name	**Tereza Bartošková**

Complainant

Organization / Name	**Enterprise Rent-a-Car UK Limited, David R Haarz**

Respondent

Organization / Name	**Domain Active Europe Ltd., Domain Hostmaster**

INSERT INFORMATION ABOUT OTHER LEGAL PROCEEDINGS THE PANEL IS AWARE OF WHICH ARE PENDING OR DECIDED AND WHICH RELATE TO THE DISPUTED DOMAIN NAME

There are no other legal proceedings of which the Panel is aware that are pending or decided and that relate to the disputed domain name.

FACTUAL BACKGROUND

1. The Complainant is Enterprise Rent-a-Car UK Limited, a company registered and based in the United Kingdom (“UK”). The Complainant has provided vehicle rental services in the UK since 1994 and has over 300 branches. The Complainant also accepts vehicle rental reservations over the Internet at <enterprise.co.uk>. The Complainant’s parent company is Enterprise Rent-a-Car Company (the “US Parent”), based in the United States, and is one of the largest vehicle rental companies in the world.

2. The US Parent is the registered proprietor of various trade mark registrations which incorporate in some form or other the word ENTERPRISE for vehicle rental services in both the UK and the European Community (“EC”), as well as in many other EC Member States.

3. The Domain Name was registered by the Respondent on 7 April 2006. The Domain Name resolves to a site headed “enterpriserentals.eu”. Below the heading are numerous links to other car rental sites under the subheadings “Web Sites - Sponsored Listings” and “Related Links”.

4. The Complainant maintains that the Respondent registered and is using the Domain Name in bad faith and that the Domain Name infringes its trade mark rights in the word ENTERPRISE.

5. ADR proceedings were formally commenced on 2 February 2007. The Respondent filed no Response. On 30 March 2007, I, Matthew Harris, was appointed as the panellist in this matter having filed the necessary Statement of Acceptance and Declaration of Impartiality and Independence. No person having raised any objection to my appointment, the case was formally transmitted to me on 3 April 2007.

6. On 5 April 2007 the Complainant requested that I suspend the ongoing ADR proceedings for a month to enable it and the Respondent to engage in settlement discussions. In accordance with paragraphs B4(b) and B12(b) of the ADR Rules I suspended these proceedings and communicated this stay by means of a Non-Standard Communication in the following terms:

“On 5 April 2007 the Complainant requested that the Panel suspend the ongoing ADR proceedings for a month to enable the Complainant and Respondent to engage in settlement discussions.

In accordance with that request and under paragraph [A]4(b) of the ADR Rules, I hereby suspend these ADR proceedings until 8 May 2007.

The parties should note that notwithstanding this suspension of proceedings:

(a) both the Complainant and the Respondent are entitled to request the resumption of these proceedings at any time;

(b) the Panel is still obligated by reason of paragraphs [A]4(b) and [A]12(b) of the Rules to provide the Czech Arbitration Court with a decision in this matter by 30 April 2007. However:

(i) that decision will not be made known to the parties before 8 May 2007 (unless either party requests that the proceedings be resumed prior to that date); and

(ii) the decision will not be made known to the parties if prior to the suspension coming to an end both parties notify the Panel that settlement terms have been agreed.

If the parties are able to agree settlement terms, I would request that this be brought to the Panel's attention as soon as possible."

7. By means of a Non-Standard Communication dated 27 April 2007 the Complainant informed the Center and the Panel, inter alia, as follows:

"Respondent in this action has advised Complainant that they have agreed to transfer the disputed domain to the Complainant immediately without requiring the matter to be heard by the Czech Arbitration Court. Respondent has suggested that the "lock" be removed for the limited purpose of transferring ownership of the domain name <enterpriserentals.eu> to Complainant."

8. By means of a further Non-Standard Communication dated 29 April 2007 the Center replied as follows:

"During the pending ADR Proceeding the disputed domain names remain blocked and it is not possible to transfer it. Only after the termination of the ADR Proceeding it is possible to transfer the disputed domain name.

We would like to note that the Czech Arbitration Court does not deal with the transfers of the domain names on the basis of the settlement between the Parties of its disputes. We only deal with such settlement if it has an impact on our proceedings (i.e. if it constitutes a ground for suspension or termination of our proceedings according to paragraph A 4 (a)[or](b) of the ADR Rules). Therefore we recommend you to pose your possible questions on transfer directly to EURid."

9. On 30 April 2007 I forwarded a draft decision in this matter to the Center, but pursuant to the terms of my Communication of 16 April 2007 as of 9 May 2007 this decision had yet to be communicated to the parties. I was anxious to avoid doing so if settlement has truly been reached between the parties in this matter. Therefore, on 9 May 2007 I issued a further Non-Standard Communication in the following terms:

"Pursuant to paragraph A4(b) and/or B7(a) of the ADR Rules, I request that EACH of the parties independently confirm no later than 11 May 2007 whether:

(a) the parties are in agreement that these proceedings should be terminated; or

(b) the parties are in agreement that I can and should proceed (either under paragraph A4(a) of the ADR Rules or otherwise) to issue a decision to transfer the disputed domain name to the Complainant solely based upon the parties agreement and without further consideration of the substance of the Complainant's submissions.

In the absence of such confirmation by BOTH parties (or further submissions from either of the parties as to the correct course of conduct by me in the current circumstances), it is my intention to proceed to communicate and issue to the parties my decision in this matter."

10. No further communication having been received by the parties on or before 11 May 2007, this decision was posted onto the Czech Arbitration Courts's ADR platform on 12 May 2007. It is substantially in the form forwarded to the Czech Arbitration Court on 30 April 2007.

A. COMPLAINANT

The Complainant contends as follows:

(a) It is the licensee of the US parent company of a number of the US Parent's registered trade marks. The specific trade marks relied upon are as follows:

(i) European Community Trade Mark Registration No. 36384 dated December 1, 1998 for ENTERPRISE for, among other goods and services, "vehicle rental services; vehicle leasing services; vehicle towing services; vehicle breakdown recovery services; recovery of vehicles; vehicle rental and leasing, and reservation services for vehicle rental and/or leasing".

(ii) European Community Trade Mark Registration No. 36574 dated December 1, 1998 for "E" ENTERPRISE for, among other goods and services, "vehicle rental services; vehicle leasing services; vehicle towing services; vehicle breakdown recovery services; recovery of vehicles; vehicle rental and leasing, and reservation services for vehicle rental and/or leasing".

(iii) UK Registration No. 1541740 dated October 4, 1996 for ENTERPRISE for "car rental services".

(iv) UK Registration No. 2033436 dated August 23, 1996 for "E" ENTERPRISE RENT-A-CAR for, among other goods and services, "vehicle rental services, vehicle leasing services; vehicle towing services; vehicle breakdown recovery services; recovery of vehicles; vehicle leasing and rental services and reservation services for the rental and leasing of vehicles; all the foregoing relating to land vehicles; information and/or advisory services relating to the aforesaid".

(v) UK Registration No. 2035279 dated September 11, 1998 for "E" ENTERPRISE RENT-A-CAR (in colour and black and white) for, among other goods and services, "vehicle rental services, vehicle leasing services; vehicle towing services; vehicle breakdown recovery services; recovery of vehicles; vehicle leasing and rental services and reservation services for the rental and leasing of vehicles; information and/or advisory services relating to the aforesaid".

(b) The Domain Name is virtually identical to the marks ENTERPRISE and "E" ENTERPRISE RENT-A-CAR, in which the Complainant has rights as licensee, since "rentals" is both a generic term and describes the Complainant's business, i.e. vehicle rental.

(c) The Respondent has no rights or legitimate interest in the word "ENTERPRISERENTALS". The Complainant argues that the Respondent cannot have such rights in light of the US Parent's registration of ENTERPRISE for vehicle rentals throughout the EC. Neither the Complainant nor the US Parent has licensed the Respondent to use the name "ENTERPRISERENTALS". The Respondent does not operate a business known as "Enterprise Rentals" nor, to the best of the Complainant's knowledge, does it advertise under the Enterprise Rentals mark.

(d) The Respondent has registered the Domain Name with a view to making commercial gain from "click through" payments from Internet users who accidentally access the disputed website when trying to reach the Complainant's website <enterprise.co.uk>. The Complainant maintains that this practice has been routinely recognised as a bad faith use of a domain name (and refers to a UDRP decision as authority in this respect).

(e) The Respondent has registered a domain name confusingly similar to the trade mark of a well known company that draws significant traffic to its website in order to profit from the fees it obtains from advertisers and links on the site.

(f) The Respondent's intention to use the Domain Name in this way takes unfair advantage of the Complainant's rights in the ENTERPRISE mark by drawing Internet users to the disputed website. The Domain Name is detrimental to the Complainant since customers who intended to use the Complainant's services may be drawn to a competitor's site instead.

(g) The Domain Name was registered and is being used by the Respondent in bad faith and should therefore be assigned to the Complainant.

B. RESPONDENT

The Respondent has not responded to the Complaint.

DISCUSSION AND FINDINGS

WHAT NEEDS TO BE SHOWN

1. In order to succeed in its Complaint, the Complainant must show that the requirements of Article 21(1) of Commission Regulation (EC) No. 874/2004 (the "Regulation") have been complied with. That paragraph reads as follows:

"A registered domain name shall be subject to revocation, using an appropriate extra-judicial or judicial procedure, where that name is identical or confusingly similar to a name in respect of which a right is recognised or established by national and/or Community law, such as the rights mentioned in Article 10(1), and where it:

(a) has been registered by its holder without rights or legitimate interest in the name; or

(b) has been registered or is being used in bad faith."

2. Article 21(2) and (3) contain a list of examples of circumstances which may demonstrate the existence of a legitimate interest within the meaning of Article 21(1)(a) and of bad faith within the meaning of Article 21(1)(b) but these examples are non-exhaustive.

3. Paragraph B.10(a) of the ADR Rules provides that:

“In the event that a Party does not comply with any of the time periods established by these ADR Rules or the Panel, the Panel shall proceed to a decision on the Complaint and may consider this failure to comply as grounds to accept the claims of the other Party."

4. However, this does not mean that the Complainant is entitled to a default judgment in a case, such as this, where no Response is filed. As paragraph B.11(d) of the ADR Rules makes clear, it is for the Complainant to prove that the requirements of Article 21(1) of the Regulation are satisfied.

5. With this in mind, I deal with each of the three constituent parts of Article 21(1) of the Regulation in turn.

IDENTICAL OR CONFUSINGLY SIMILAR DOMAIN NAME

6. The Complainant relies upon registered trade marks incorporating in some form or other the word “Enterprise” and has provided copies of the registration certificates for these marks. It has also asserted that it is the licensee (from the US Parent) of these marks. Whilst the Complaint incorporates the usual statement required under paragraph B.1(b)(15) of the ADR Rules that “all information provided hereunder is complete and accurate”, no further evidence is provided to demonstrate that the Complainant is in fact the licensee of the trade marks.

7. Would it matter if the Complainant had no direct interest in the marks? There is no express requirement in either the Regulation or the ADR Rules that follow them, that an entity bringing a complaint under Article 21(1) of the Regulation has such an interest. This is at first sight rather odd. It is in marked contrast to other ADR domain name procedures. For example, paragraph 4(a)(I) of the UDRP requires that the “domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights”.

8. In the circumstances, it is unsurprising that there have been a series of decisions that suggest that a Complainant must have an interest in the rights relied upon. For example, in Rabbi Guy David Hall, MA v. UK Domain Developers Ltd, Web Master Case No. 01375 <rabin.eu> the panel stated that:

“the Complainant must have enforceable, exclusive prior right to the name or mark on which the complaint is based”.

A similar statement is to be found in Axel Arnulf Pfennig v Online Shopping Limited, Michael Bahlitzanakis Case No 01652 <shopping.eu>.

9. Perhaps there is a danger of reading too much into these statements because in these two cases it would appear the complainant had failed expressly to identify any relevant right held by ANY person or entity. Yet the same cannot be said of the decision in E.T Browne (UK) Limited v Fienna Limited Case No 02235 <palmerscocoabutter.eu>. In that case, the panel declared:

“The Complainant must, in accordance with Article 21.1 of Commission Regulation (EC) No 874/2004 and Paragraph B11(d)(1) of the ADR Rules, demonstrate that the PALMERSCOCOABUTTER domain name is identical or confusingly similar to a name in respect of which a right (of the Complainant) is recognised or established by national and/or Community law ”.

10. This also appears to be the approach that the panel adopted in Dr Massimo Introvigne v Maurizio Lussetti Case No. 02928 <prada.eu>.

11. However, the decisions are not all one way. For example, in Haji GmbH v Ovidio Limited Case No 02381 <haji.eu> the panel stated:

“the exact text of the Regulation (EC) No. 874/2004 and the ADR Rules do not require Complainant to be the same as the holder of the name in respect of which a right is recognized or established.”

Similarly the three person panel in Nicolas De Borrekens v Van der Velden beheer BV Case No 597 <restaurant.eu> stated in the English summary of their decision that:

“According to article B1(a) of the ADR Rules every person or entity may initiate an ADR procedure by filing a complaint. Articles 21 and 22 of the Regulation (EC) No. 874/2004 do not provide differently. As a result, the exact text of the Regulation (EC) No. 874/2004 and the ADR Rules does not require Complainant to be the same as the holder of the name in respect of which a right is recognized or established by e.g. national law, such as a registered Benelux Trademark”.

12. Further in Axel Arnulf Pfennig v Online Shopping Limited 03257<shopping.eu> (a case in which the parties and the domain name in question were the same as that in Case No 01652 already described above):

“According to Article 22 (11) of the Commission Regulation (EC) No 874/2004 an ADR procedure may be initiated by any party where the registration is speculative or abusive within the meaning of Article 21 or the decision taken by the Registry conflicts with this Regulation or with Regulation (EC) No. 733/2002.”

13. Which approach is to be preferred? To my mind, it is difficult to understand the rationale for allowing those with no interest in that particular trade mark rights relied upon to bring proceedings under Article 21(1) of the Regulation. It could be argued that there is some over-arching public policy interest that those who do not have a legitimate interest in a .eu domain name are not allowed to retain those domain names. However, if this were the case, one might expect the Regulation to be constructed in such a way that prevented complainants that had themselves no legitimate interest in the relevant name from seeking a transfer of the domain name to themselves. Yet, this is not how the Regulation is drafted. A successful complainant must satisfy the general eligibility criteria for registration set out in Paragraph 4(2)(b) of Regulation (EC) No 733/2002, (i.e. a relevant connection with the European Community), but nothing more. In addition, if there is a policy interest that anyone can object to a domain name where the registrant has no legitimate interest, why should there be a requirement that the domain name is identical or confusingly similar to a relevant right at all?

14. In the circumstances, one is frankly left wondering why Article 21(1) of the Regulation does not expressly refer to rights “of the complainant” or “in which the complainant has an interest”. If this omission was intended to achieve some deliberate aim, I have difficulty in discerning it. One is left thinking that this is perhaps simply an error or omission on the part of the draftsman. I, therefore, do not find it surprising that the panellist in E.T Browne (UK) Limited v Fienna Limited Case No 02235 <palmerscocoabutter.eu> sought expressly to write the words “of the complainant” into the provision.

15. Fortunately, I do not think it is necessary in this case to decide this question. This is because if it is a requirement for a Complainant to have some form of interest in the rights in question, then I am of the view that the Complainant has that interest in this case. The reasons for this are as follows:

(i) I believe that it normally will be legitimate for a panel to accept at face value the claim of a subsidiary company that it is a licensee of trade marks registered in the name of its parent where, as here, the name of the subsidiary embodies that trade mark. Indeed, any other suggestion would usually be contrary to commercial common sense. Such an approach does not offend against the principle that it is for the complainant to prove his case in ADR proceedings. It is simply (in the absence of other evidence to the contrary) the most likely state of affairs on the known facts. If the decision in Germanwings GmbH v Vassilios Xefteris Case No 02888 <germanwings.eu> intended to suggest that this is not the correct approach, then respectfully I disagree with my fellow panelist. I, therefore, accept that the Complainant is the licensee of the rights relied upon.

(ii) A number of cases have held or seem to have proceeded on the assumption that a licensee of relevant trade mark rights can succeed in a claim under the Rules. These include E.T Browne (UK) Limited v Fienna Limited Case No 02235 <palmerscocoabutter.eu>, Germanwings GmbH v Vassilios Xefteris Case No 02888 <germanwings.eu> and Haji GmbH v Ovidio Limited Case No 02381 <haji.eu>. There is perhaps an argument that whether a licensee has sufficient rights might depend in a particular case on the exact nature of the right relied upon, the type of licence granted and whether the licensee according to the law of the relevant member state can enforce those rights against third parties. However, I note that EURid accepted that a registered trade mark licence (regardless of the country of registration of the mark) could be treated as providing “prior rights” under the Sunrise procedure (see Sections 11(3), 13(2) and 20 of the Sunrise Rules). This was so even though licences are not expressly included in the definition of “prior rights” under Article 10 of the Regulation. It would be very odd if a licence could provide “prior rights” under Article 10 but did not provide sufficient rights under Article 21 of the Regulation. In addition, to hold that a licensee has sufficient rights would appear to be consistent with the approach adopted by

other domain name ADR systems (see for example paragraph 1.8 of the WIPO Overview of WIPO Panel Views on Selected UDRP Questions). Therefore, in the current case, and in the absence of any argument before me to the contrary, I am prepared to accept that the Complainant's licence from its parent is sufficient.

16. Given this conclusion, the next question is whether the Domain Name is identical or confusingly similar to the relevant trade marks. It is clear that even when one ignores the <.eu> suffix, the Domain Name is not identical to any of the trade marks relied upon. The question, therefore, becomes whether it is "confusingly similar" for the purposes of Article 21(1).

17. The trade marks relied upon include European Community Trade Mark Registration No. 36384 dated December 1, 1998 for the word ENTERPRISE. That mark has been registered in classes relating to vehicles including vehicle rental services.

18. The only difference between the Domain Name and this trade mark is the addition of the word "rentals" in the Domain Name. Since "rentals" is descriptive of the goods and services for which the trade mark is in part registered I have little difficulty in concluding that the Domain Name is confusingly similar to that trade mark. I note that a similar approach has been adopted by other panels including in Quelle GmbH v Comp, Domain Escrow Case No 02798 <dvd-quelle> and E.T Browne (UK) Limited v Fienna Limited Case No 02235 <palmerscocoabutter.eu>.

19. In the circumstances, the Complainant has, therefore, satisfied the requirements of the first paragraph of Article 21(1) of the Regulation. It is not necessary to consider the Complainant's claims by reference to the other trade mark rights relied upon.

NO RIGHTS OR LEGITIMATE INTERESTS

20. In this case it is reasonably clear from the material in the Complaint that the Respondent has, in the words of the Complainant, "set up the enterpriserentals.eu website with a view to commercial gain from "click through" payments from Internet users who type "enterpriserentals.eu" trying to reach" the Complainant's UK website. It has no other interest in or connection with the "enterpriserentals" name.

21. I do not think that such activity provides a domain name registrant with a legitimate interest within the meaning of the regulation.

22. I note in this respect that Article 21(2)(b) of the Regulation states that a 'legitimate interest' may be demonstrated where:

"prior to any notice of an alternative dispute resolution (ADR) procedure, the holder of a domain name has used the domain name or a name corresponding to the domain name in connection with the offering of goods or services or has made demonstrable preparations to do so".

23. It might therefore be said that the Respondent in this case has done precisely that. The "service" supposedly being offered in this context is a website providing links to other websites including those that offer competing services to the Complainant. The waters are also muddied here even further given that (as was noted in Wildbore & Gibbons v Giedrius Mazurka Case No. 02695 - <bunac.eu>) paragraph Article 21(2)(a) of the Regulation does not talk about the "bona fide" offering of goods and services. This is particularly odd when one recognises that the wording of the Regulation closely follows and is derived from paragraph 4(c)(i) of the UDRP in which the phrase "bona fide offering of goods and services" is expressly used.

24. Again, why has the draftsman omitted this from the Regulation? Again, I do not know. However, I am not convinced that this omission means that the Respondent can take the benefit of this provision. Ultimately, Article 21(2)(a) is just one example of a series of activities whereby in the words of Article 21(2) a legitimate interest MAY be demonstrated. I accept that the Respondent may have a very real interest in continuing to operate a website such as this which seeks to take advantage of the goodwill associated with a name in which the Complainant has rights with a view to financial gain. However, in the absence of argument to the contrary from the Respondent, I do not believe that this is an interest that is "legitimate".

25. In the circumstances, the Complainant has, therefore, satisfied the requirements of Article 21(1)(a) of the Regulation.

BAD FAITH REGISTRATION OR USE

26. Article 21(3) sets out a non-exhaustive list of circumstances that may demonstrate bad faith. Article 21(3)(d) refers to circumstances where:

"the domain name was intentionally used to attract Internet users, for commercial gain, to the holder of a domain name website or other

on-line location, by creating a likelihood of confusion with a name on which a right is recognised or established by national and/or Community law or a name of a public body, such likelihood arising as to the source, sponsorship, affiliation or endorsement of the website or location or of a product or service on the website or location of the holder of a domain name".

27. As I have already stated, I accept that that the Respondent "set up the enterpriserentals.eu website with a view to commercial gain from "click through" payments from Internet users who type "enterpriserentals.eu" trying to reach" the Complainant's UK website. In my view such activity, falls within Article 21(3)(d).

28. Accordingly, the Complainant has satisfied the requirements of Article 21(1)(b) of the Regulation and that the Domain Name "has been registered or is being used in bad faith" by the Respondent.

REMEDY

29. The Complainant, having satisfied the requirements of the first paragraph of Article 21(1) and of Articles 21(1)(a) and (b) is entitled to obtain revocation of the Domain Name. However, it instead seeks assignment of the Domain Name into its name.

30. Under Article 22(11) of the Regulation (mirrored in paragraph B11(b) of the ADR Rules) a panel may only order the transfer of a disputed domain name to a successful complainant where that complainant can also show that it satisfies at least one of the criteria for eligibility for a .eu TLD set out in Article 4(2)(b) of regulation (EC) No. 733/2002.

31. The first of those criteria is that the registrant is an: "undertaking having its registered office, central administration or principal place of business within the Community". The Complainant, being a company registered and based in the United Kingdom, satisfies this criterion. Therefore, it is entitled to assignment of the Domain Name.

DECISION

For all the foregoing reasons the Panel orders that the domain name ENTERPRISERENTALS be transferred to the Complainant.

PANELISTS

Name	**Matthew Harris**

DATE OF PANEL DECISION 2007-04-26

Summary

ENGLISH SUMMARY OF THIS DECISION IS HEREBY ATTACHED AS ANNEX 1

The Complainant brought proceedings against the Respondent under Article 22(1)(a) of Commission Regulation (EC) No.874/2004 alleging that the Respondent's registration of the Domain Name (i.e. <enterpriserentals.eu>) was speculative or abusive.

The Complainant maintained that it was the licensee (from its US Parent) of various European and UK trade mark rights incorporating or comprising the word ENTERPRISE but did not provide further evidence of the existence of this licence.

The Respondent failed to file a Response.

The Panel considered whether it was a requirement of the Regulation (EC) No.874/2004 that a complainant must show that it has an interest in the name in which rights are recognised and to which the disputed domain name was said to be identical or similar. Previous panel decisions appeared to take different positions on this question. However, the Panel concluded that it was not necessary to come to a decision on this issue given its findings as follows:

(1) Although the Complainant did not provide evidence to show that it was the licensee of the trade marks, in light of the fact that the Complainant is a subsidiary of the US Parent, and the name of the Complainant incorporates the trade marks, the assertions of the Complainant in this respect could be taken at face value. The Panel also considered that these rights provided the Complainant with a sufficient interest in the rights relied upon for the purposes of bringing a complaint.

(2) The only difference between the Domain Name and the European Community Trade Mark Registration No. 36384 dated December 1, 1998 for the word ENTERPRISE was the addition of the word 'rentals' in the Domain Name. Since 'rentals' is descriptive of the goods and services for which the trade mark was in part registered, the Domain Name was confusingly similar to that trade mark.

(3) The Respondent set up the Domain Name with a view to obtaining commercial gain through “click through” payments from Internet users who type ‘enterpriserentals.eu’ trying to reach the Complainant’s UK website. Such activity did not provide the Respondent with a legitimate interest in the Domain Name.

(4) Such activity on the part of the Respondent also constituted bad faith registration and use within the scope of Article 21(1)(b) Commission Regulation (EC) No.874/2004.

Accordingly, the Complainant had satisfied the requirements of Article 21 of the Regulation and the Panel ordered the transfer of the Domain Name to the Complainant.