RULING

(The ruling was challenged by an appeal and was altered on 10 August 2004 by the ruling of the Court of Appeal - see judgement 59b)

The Municipal Court in Prague decided on 7 July 2003 in the legal matter of the Plaintiff Č. P. against Defendant No. 1 J. H. and Defendant No. 2 CZ.NIC for the protection of the commercial firm and trademarks with a petition for the ordering of a preventive measure as follows:

I. Defendant No. 1 is obliged to refrain from any manipulation with domain of the second level "x+y+z", registered under the top level domain ".cz" and to pay the Plaintiff the sum of 100,000 CZK and for the costs of proceedings to pay into the hands of the legal representative the sum of 36,500 CZK, all within three days of the coming into legal force of this ruling.

II. Defendant No. 2 is obliged within three days of the coming into force of this ruling to carry out a change in the registration of the subject of the holder (IDADM) with regard to the Internet domain of the second level "x+y+z" under the top level Internet domain ".cz" in the appropriate register of Internet domains in such a way that the Plaintiff would, within the same time limit, be recorded as the subject of the holder (IDADM) with regard to the domain "x+y+z" instead of Defendant No. 1, doing so at his own expense, and thus to enable the Plaintiff to deal with this domain from the date of the making of the change in the manner that is permitted by the current legal code.

III. With regard to the payment of 100,000 CZK the complaint against Defendant No. 1 is refused.

IV. With regard to the demands that Defendant No. 2 should pay the Plaintiff the sum of 100,000 CZK and that the Defendant should publish on the home page of the web address www.nic.cz, in the manner specified in the petition, an apology, also specified in the case petition, and that he should leave this in place for a period of 30 days, the petition is refused.

V. Defendant No. 2 is not awarded compensation for the costs of proceedings.

VI. The Plaintiff is obliged to pay the state of the Czech Republic into the account of the Municipal Court in Prague a court fee at the level of 15,000 CZK within 7 days of the coming into legal force of this ruling.

The Plaintiff demanded the issue of a ruling by which the Court would enjoin Defendant No. 1 to refrain from any kind of manipulation with the domain of the second level "x+y+z", registered under the top level domain ".cz", to provide the Plaintiff with adequate satisfaction at the level of 200,000 CZK and to compensate him for the costs of court proceedings, and would impose on Defendant No. 2 the obligation to carry out, within three days of the coming into legal force of this decision, a change in the registration of the subject of the holder (IDADM) with regard to the Internet domain of the second level "x+y+z" under the top level Internet domain ".cz" in the appropriate register of Internet domains in such a way that the Plaintiff would be registered, within the same time limit, as the subject of the holder (IDADM) with regard to the domain "x+y+z.cz" instead of Defendant No. 1, doing this at his own expense, and thus to enable the Plaintiff to deal with this domain from the date of the making of the change in the way permitted him by the current legal code, to provide the Plaintiff with adequate satisfaction at the level of 100,000 CZK, and to publish at his own expense on the opening page of the web address http://www.nic.cz an apology of the following wording with a standard font size of 13 and markedly different in colouring from the other text:

APOLOGY TO Č.P., a.s.

"CZ.NIC, z.s.p.o. with offices at Luzna 591, Prague 6, Company ID 67985726 APOLOGISES to the firm of Č. P., a.s., for the fact that, thanks to its lapse and inconsistent procedure, it registered a

different party as the authorised party in relation to the domain of "x+y+z.cz". the association of CZ.NIC also apologises for the expense and time this company had to expend in order to protect its rights", with the provision that Defendant No. 2 is obliged to leave this text in place for a period of 30 calendar days from the date of its publication and to compensate the Plaintiff for the costs of proceedings.

The Plaintiff stated that he is a legal entity recorded in the Commercial Register with the main subject of business given as insurance services, Defendant No. 1 is a physical person and Defendant No. 2 is a special-interest association of 17 legal entities, registered with the District Authority of Prague 6, the main subject of the activity of which is the non-profit national administration of the top level national Internet domain ".cz". The Plaintiff is the owner of several trademarks, for example combined trademark No. 123456, registered as of 31 December 1992 with the trademark of the Plaintiff and the text "X+Y+Z", or combined trademark No. 234567, also with the Plaintiff's trademark and the same text in a different size. This trademark was declared to be famous on 12 June 1995 by the Office of Industrial Ownership. The Plaintiff is also the owner of the verbal trademark X+Y+Z a.s. No. 345678. The famous trademark (now generally known) of the Plaintiff is also registered with the World Intellectual Property Organisation in Geneva. The designation X+Y+Z is also the Plaintiff's firm.

The Plaintiff further stated that Defendant No. 1 registered with Defendant No. 2, undoubtedly with speculative intent, the second level domain of "x+y+z" under the top level domain ".cz". This domain was registered to the benefit of Defendant No. 1 as of 1 January 2000. Defendant No. 1, although he himself does not intend to use the domain to the extent that he would establish his own website under this designation, and although on registration he must have been well aware of the fact that the given designation is the Plaintiff's firm, has no intention of transferring the domain to the Plaintiff under the conditions that applied when he acquired it for himself, nut in a letter dated 10 April 2000 he offered the Plaintiff the "the transfer of ownership rights" to this domain for a "symbolic payment" of 100,000 CZK, to which the Plaintiff naturally did not agree. Nevertheless, as a result of the action of Defendant No. 1, which is at evident variance with good morals and commercial customs, the Plaintiff is in a situation where it has been made impossible for him to use the designation, which is identical to his firm and trademarks, freely and without disturbance for presentation on the Internet. The Plaintiff does offer his services on the Internet, but not under the designation that would be expected and he therefore suffers detriment, because if the usual visitor to the Internet writes out www.x+y+z.cz, he does not reach the website of the Plaintiff, which may lead to potential clients losing interest in the Plaintiff's information or in electronic communication with him. The action of Defendant No. 1 is, in the opinion of the Plaintiff, purely speculative and Defendant No. 1 is acting with the aim of acquiring financial benefit, which he would not otherwise acquire. As far as concerns Defendant No. 2, the Plaintiff is of the opinion that this defendant does not operate his services in such a way as to sufficiently protect authorised parties against the speculative steps of third parties. Defendant No. 2 through his behaviour enforces inappropriate conditions in agreements with other participants, registers any domain name applied for without any kind of check and thus takes the rule of "first come, first served" to the extreme without regard for other property protected by law, the mechanism for the resolving of any conflicts proposed and enforced by Defendant No. 2, is by nature discriminative and does not guarantee sufficient legal security for subjects concluding agreements with Defendant No. 2. Unsatisfied subjects and also third parties may turn to unspecified independent experts, who will give their point of view, which Defendant No. 2 may, but need not accept according to his own consideration. Defendant No. 2 is "authorised" in the case of infringement of the of the rules he has stipulated by an applicant for the registration of a domain, or in the case of failure to pay the fee, to cancel or halt the registration of the appropriate domain name, according to his own consideration, with immediate effect, and, last but not least, he deals with the Czech Internet top level domain ".cz" in a manner that gives the impression that it is his own exclusive property.

Defendant No. 1 did not express his opinion of the case and was not present at any of the ordered

verbal hearings, nor did he in any way excuse his absence. The court therefore discussed the case and made its decision in his absence.

Defendant No. 2 in the expression of his opinion of the case proposed that it be dismissed and stated that within the framework of his activity - the administration of the top level domain CZ - he first and foremost keeps a register of the second level domain names situated in the framework of the CZ domain. The standing of Defendant No. 2 is naturally a monopoly, because from the requirement of the unique nature of a second level domain name within the framework of one top-level domain it emerges that the administration of the register of domain names must be centralised so that no duplication occurs. At the same time Defendant No. 2 does not allocate the second level domain names, the applicants create them themselves from the prescribed grouping of permitted symbols. At the moment of the registration of a domain name created in this way Defendant No. 2 merely guarantees that when questioned he will impart the technical information concerning questioned domains of the second level. From the requirement of the unique nature of a domain name there emerges the basic condition of registration, when it is not possible to register a domain name of the same wording as another registered domain name. Defendant No. 2 does not check during the registration of second level domain name whether the registered domain names violate the rights of third parties and is not even entitled to do so. Such rights may be very varied and it is not possible to justly require of Defendant No. 2 that with such a quantity of domain names (around 190,000) he should check each registered domain name from the point of view of whether it violates such rights or not. A collision between a domain name and the rights of third parties may occur for a large number of rights. The obligation to ensure that the registered domain names do not violate the rights of third parties is that of the applicants for the registration of domain names, and they take this obligation upon themselves by concluding the agreement with Defendant No. 2. Defendant No. 2 acts only in the role of the technical guarantor of the registration and he cannot be made responsible for the fact that an applicant for the registration of a domain name is violating the rights of third parties. This is not altered even by the fact that some cases of the violation of the rights of third parties by the registration of a domain name are quite evident, because there is no criterion available that would reliably determine when the violation of such a right becomes evident. With regard to the claim of the Plaintiff that Defendant No. 2 does not operate his services in such a way as to sufficiently protect all authorised persons against the speculative steps of third persons, Defendant No. 2 stated that from the principle that tens of thousands of persons conclude agreements with a single subject there emerges the need for the standardised wording of the contractual documents, which enables the effective administration of contractual relations on the part of Defendant No. 2. Apart from this the conditions of Defendant No. 2 correspond to the normal conditions of similar subjects abroad (e.g. DENIC, the administrator of the ".de" domain in Germany). It is also not usual for subjects dealing with the registration of domain names in other top level domains to be obliged to investigate, from the legal and content aspect, the compatibility of the registration of a domain name with existing rights to trademarks and similar institutions or with the regulations of the laws on competition. Foreign courts also reach the conclusions that this obligation is primarily that of the applicant for the registration of the domain. Finally Defendant No. 2 pointed to the fact that the Plaintiff does not even claim a violation of a right on the part of Defendant No. 2, which would substantiate the right of the Plaintiff to adequate satisfaction, whether in monetary or non-monetary form. Defendant No. 2 undoubtedly did not infringe the law on the protection of economic competition, nor did he act in any way in unfair competition, and the violation of the rights of the Plaintiff to the trademarks and firm of a legal entity did not occur through the action of Defendant No. 2, but at most through the behaviour of Defendant No. 1. For this reason Defendant No. 2 considers the demands of the Plaintiff for the provision of adequate satisfaction to be unjustified.

From the Plaintiff's extract from the Commercial Register the Court ascertained that the Plaintiff was recorded in the Commercial Register as a joint-stock company as of 1 May 1992 and in first place

among the subjects of activity given in the extract is insurance activity.

From the data on the Internet regarding the history of the Plaintiff or of his legal predecessor the Court ascertained that the activity of the Č. P. developed from 1827, when the P. č. v. p. was established in Prague.

From the information of the Office of Industrial Ownership of 24 April 2001 the Court ascertained that its content is the notification of the Office on the registration of the trademark X+Y+Z a.s. in the register of trademarks under registration No. 345678.

From the certificate of the former Federal Office for Inventions of 31 December 1992 the Court ascertained that its content is a certificate on the registration of a combined trademark with the symbol X+Y+Z and designation X+Y+Z under No. 123456.

From the certificate from the Office of Industrial Ownership on the registration of combined trademarks No. 234567 (declared famous), No. 456789, No. 567890 and No. 678901 the Court ascertained that these trademarks are registered for the Plaintiff, trademark No. 234567 is registered internationally and was declared famous on 12 June 1995.

From the legal sentences from the decisions of the Supreme Court in Prague and the finding of the Constitutional Court the Court ascertained that the legal sentences mentioned come from the decisions of the Supreme Court in Prague documents Nos. 3 Cmo 253/97, 3 Cmo 397/95, 3 Cmo 1446/94, 3 Cmo 813/93, 3 Cmo 328/94 and from the finding of the Czech Constitutional Court III. ÚS 31/97.

From the extract from the register of domains concerning the domains "x+y+z.cz" and "t+u+v.cz", from the data on the owners of domains and on payments, and from the depiction of the Internet page x+y+z.cz the Court ascertained that the owner of domain "x+y+z.cz" is Defendant No. 1 since 1 January 2000, the registration and maintenance payment has been paid by Defendant No. 1. The owner of the domain "t+u+v.cz" is the Plaintiff and the domain was registered on 12 October 1999. On the page www.x+y+z.cz there is only an offer of WebHosting services on beginning the operation of WWW services.

From the letter of the Plaintiff to Defendant No. 1 of 27 March 2000 with a request for the cancellation of the registration of the domain name x+y+z.cz the Court ascertained that its content is the information from the Plaintiff that Defendant No. 1 by the registration of the domain x+y+z.cz violated the right of the Plaintiff to the firm and also his rights to trademarks, and a request for a peaceful solution through discussion, the result of which would be the cancellation of the registration of the above-mentioned domain.

From the reply of Defendant No. 1 of 10 April 2000 the Court ascertained that its content is the offer of Defendant No. 1 to settle the conflict by the transfer of ownership rights to the above-mentioned domain for the symbolical payment of 100,000 CZK.

From the letter of the Plaintiff to Defendant No. 1 of 11 May 2000 the Court found that its content is the standpoint to the offer of Defendant No. 1 in the sense that the Plaintiff set Defendant No. 1 a deadline for the cancellation of the registration of domain "x+y+z.cz", this being by 30 June 2000 with the provision that after the passing of this deadline in vain the Plaintiff intended to enforce his rights through the courts.

From the letter of Defendant No. 2 of 29 March 2001 the Court ascertained that its content is the answer to information about the complaint lodged.

From the data on Defendant No. 2 - information on payers of value added tax, extract from the register of special-interest associations of legal entities, certificate of registration, extract from the data of the register of economic subjects in ARES - the Court ascertained that this is information on the

registration, activities and further facts concerning Defendant No. 2 as a legal subject.

From the Internet pages of Defendant No. 2 the Court ascertained that these contain information about the possible settlement of conflicts, including forms, rules for the registration of domains valid at present and also earlier regulations for the registration of domains.

From the currently valid regulations for the registration of domain names, valid from 1 March 2002, the Court ascertained that these are rules created by Defendant No. 2 for the registration of domain names.

From the decision of the Office for Protection of Economic Competition of 31 January 2002, Ref. No. S 170/01-297/02-VO I, the Court ascertained that in the proceedings commenced at the proposal of Defendant No. 2 the Office decided in such a way that it determined that the Rules for the Registration of Domain Names in the Domain of .cz, approved by the General Meeting of Defendant No. 2, held on 1 November 2001, according to which Defendant No. 2 was to proceed in the allocation and registration of domain names in the domain of .cz from 1 March 2002, are not subject to the prohibition of agreements infringing competition according to the provisions of Paragraphs 3 - 6 of Law No. 143/2001 Coll. (Collection of Laws), on the protection of economic competition and on a change in certain laws.

On the basis of the presented evidence and ascertained facts the Court reached the following conclusions: The Plaintiff is a legal entity - an entrepreneur with insurance as the main subject of business. He and his legal predecessor did business under the commercial firm (formerly trade name) X+Y+Z, the Plaintiff has been doing business under this firm since its establishment in 1992. The Plaintiff is also the owner of verbal and combined trademarks in which this firm is always stated. One of these trademarks - No. 234567 is registered internationally and in 1995 it was declared famous. The designation "X+Y+Z" is therefore commonly connected on a long-term basis by the public with the services of the Plaintiff. Defendant No. 1 is a physical person who does not have any connection with the Plaintiff or with the services provided by the Plaintiff. Defendant No. 2 is a special-interest association of 17 legal entities, recorded in the register of special-interest associations of legal entities kept by the Authority of the Prague 6 District and his subject of activity is ensuring the registration of second level domains under the top level domain of CZ and the operation of nominal servers for the domain of CZ. In the proceedings it was demonstrated that Defendant No. 1 applied to Defendant No. 2 for the registration of the second level domain "x+y+z" under the top level domain ".cz". With regard to the fact that the application met the formal prerequisites and the registration fee was paid, the application was accepted and Defendant No. 1 has thus been the owner of the domain of "x+y+z.cz" since the year 2000. Defendant No. 1 did not open and does not operate his own web pages under this domain. With regard to the fact that the regulations at present valid for the registration of domain names do not enable a domain name of the second level under the top level domain to be registered for several subjects in the same form, it is clear that for as long as the domain name "x+y+z.cz" is owned by Defendant No. 1, it cannot be registered for any other subject. At the same time Defendant No. 2's own rules do not enable, in a situation where the registration and maintenance fee has been properly paid, the cancellation of the registration without the consent of the owner of the domain, or the transfer of such a domain to another subject without the consent of the owner. The Court therefore reached the conclusion that Defendant No. 1 infringed on the rights of the Plaintiff when he registered the domain name of "x+y+z.cz" for himself, on the one hand he violated the right to the commercial firm and on the other hand the right to trademarks. The commercial firm is, according to the provisions of Par. 8 section 1 of the Commercial Code, the name under which the entrepreneur is recorded in the Commercial Register. The entrepreneur is obliged to carry out legal actions under his firm. the provision of Par. 10 section 1 of the Commercial Code then places emphasis on the uniqueness of the firm and the prohibition of speciosity. The entrepreneur is not only obliged, but also entitled to use his firm and to present his products or services under this designation.

With the development of information technology the Internet also plays an important role. An increasingly large number of businessmen present their products and services on the Internet and trade realised through the Internet has also achieved considerable development. For simple searching on search servers the important thing is the key word that then leads to the search for the particular firm. In many cases this word is the domain name, to which web pages are usually linked. Such a domain is very often identical to the commercial firm of the entrepreneur. Through the fact that Defendant No. 1 registered a domain with the same name as the firm of the Plaintiff he made it impossible for the Plaintiff to register this domain for himself and offer his products on the Internet on his own web pages under a designation the same as the name of his firm. In this way Defendant No. 1 restricted the possibilities of the Plaintiff to present his services on the Internet under the domain that would probably be expected. The sense of the protection of the owner of a trademark in accordance with Law No. 137/1995 Coll. (Collection of Laws), on trademarks, is to enable the owner of the trademark to use this designation undisturbed and to present under this designation his products or services for which the appropriate trademark is registered. In this case the protection of generally known trademarks (formerly referred to as famous) is absolute. The possibility of the undisturbed use and presentation of products and services also includes the possibility of presentation on the Internet. As a result of the registration of the domain of "x+y+z.cz" by Defendant No. 1, however, the Plaintiff was deprived of this possibility. Such behaviour as was perpetrated by Defendant No. 1 is at variance with the purpose of the law on trademarks and it is therefore necessary to consider it as behaviour that is at variance with the law and therefore not permitted. Before lodging the complaint the Plaintiff tried to settle the matter with Defendant No. 1 out of court, but this was not successful because the Plaintiff was not willing to accept the demand of Defendant No. 1 for the payment of the sum of 100,000 CZK. With regard to the fact that the payment for registration amounts to 800 CZK and the annual maintenance payment is also 800 CZK, the amount demanded by Defendant No. 1 corresponds, after the deduction of the registration payment of 800 CZK, to maintenance payments for a period of 124 years. The Plaintiff had therefore no other possibility that to demand the protection of his rights through the courts, not only in relation to Defendant No. 1, but also to Defendant No. 2, whose standing is, however, different from that of Defendant No. 1. Defendant No. 2 carries out the administration of top level domain ".cz" and registers second level domains under the top level domain. This is all done according to rules, which he himself stipulated. Defendant No. 2 is a private subject, who has no authorisation to control or order with regard to his clients (all those who apply for registration). Defendant No. 2 does not keep any list of domains from which it is possible to select; the domain names are created by the potential clients for themselves. Defendant No. 2 merely checks that under the top level domain there are not any same domain names of the second level registered simultaneously for different users, which is done electronically. The responsibility for the domain names selected by clients not infringing the most varied rights of third parties is born solely and exclusively by these clients, Defendant No. 2, who does not have any of the attributes of a state body, is not entitled, providing the conditions according to the rules are fulfilled, to refuse the registration of any domain name. For Defendant No. 2, then, the principle applies of "first come, first served", which does not, of course, apply for Defendant No. 1. From the fact that Defendant No. 1 was "quicker" than the Plaintiff as far as concerns the registration of the domain "x+y+z.cz" there emerges only that he was accepted by Defendant No. 2 on fulfilling the conditions, but this did not release him from his obligation towards the Plaintiff, which is also expressly declared in the Rules for the registration of domain names, and it could not do so. Because, however, Defendant No. 2 cannot of his own will and without the consent of the holder of the domain cancel this domain (except in the cases stated in the Rule), and can cancel the registration of a domain name only on the basis of an executable court ruling or the sentence of a court of arbitration, it is essential that Defendant No. 2 should also appear in the proceedings, even though he did not infringe any legal or contractual obligation. Only by imposing on Defendant No. 2 the obligation to change the registration of the subject of the holder with regard to the Internet domain of the second level "x+y+z" under the top level domain of ".cz", so that

the Plaintiff is recorded as the subject of the holder of this domain instead of Defendant No. 1, is it possible to achieve a change in the person of the holder of the domain of "x+y+z.cz". The Court reached the conclusion that the case against Defendant No. 1 is justified in the main part. Defendant No. 1 did in fact violate the rights of the Plaintiff emerging from the ownership of trademarks and also his right to the commercial firm in that he registered, for speculative reasons, the domain name of "x+y+z.cz" with Defendant No. 2, by which means he made it impossible for the Plaintiff to present his services on the Internet under the domain name corresponding to his firm, which the normal visitor to the Internet would most probably expect. The Court therefore accepted the case as far as concerns the demand that Defendant No. 1 be enjoined to refrain from any kind of manipulation with the domain of "x+y+z.cz". The Court also reached the conclusion that it is appropriate to award the Plaintiff also the right to satisfaction in money, this being so for the reason that Defendant No. 1 through his activity significantly restricted the Plaintiff in being able to present his services on the Internet under a domain identical with his firm, which is simultaneously identical to the wording of the trademark, this having been the case for a period of more than two years. The fact that the domain was blocked by Defendant No. 1 for a length of time might, among other things, make more difficult the access of normal visitors to the Internet to the website of the Plaintiff. The Court is therefore of the opinion that another form of satisfaction would not be sufficient in this case. In the opinion of the Court, however, the detriment caused and the gravity of the infringement of the rights of the Plaintiff are not fully in keeping with the amount demanded. The Court considers an adequate amount to be the sum of 100,000 CZK. The Court considers this amount to be adequate to the illegal activity of Defendant No. 1, and the gravity and duration of the consequences of this activity, and it also took into account the fact that Defendant No . 1 offered the transfer of the ownership rights to this domain to the Plaintiff for this "symbolic" price. With regard to the amount of 100,000 CZK the case against Defendant No. 1 was refused. As far as concerns Defendant No. 2, as has already been stated, he did not engage in any illegal activity and therefore, inasmuch as the Court imposed upon him the obligation to carry out a change in the registration of the subject of the holder with regard to the domain of "x+y+z.cz", this was done only so that the illegal state might be eliminated, which arose through the activity of Defendant No. 1. Otherwise the case against Defendant No. 2 was dismissed.

The decision on the costs of proceedings is substantiated on the one hand by the fact that the case brought against Defendant No. 1 was justified, and the Plaintiff has the right with regard to Defendant No. 1 to compensation for the costs of proceedings, even though his case was not fully accepted as far as concerns the monetary satisfaction, because this depended on the consideration of the Court, and also because Defendant No. 2 expressly waived his right to compensation for the costs of proceedings. The costs of the Plaintiff, which Defendant No.1 is obliged to pay to the Plaintiff consist on the one hand of the cost of the court fee (on the demands implemented against Defendant No. 1) at the level of 9,000 CZK, and further of the remuneration for representation by an advocate in accordance with Decree No. 484/2000 Coll. (Collection of Laws) at the level of 27,200 CZK and four lump sums for overheads at the rate of 75 CZK according to Decree No. 177/1996 Coll. amounting to 300 CZK, a total of 36,500 CZK.

With regard to the fact that the Plaintiff did not pay the court fee for the petition for the start of proceedings, because it was mistakenly not assessed for him, the Court decided on the obligation of the Plaintiff to pay this court fee, which amounts to a total of 15,000 CZK, within a time limit of 7 days from the date of the coming into force of this ruling of the state of the Czech Republic into the account of the Municipal Court in Prague, kept with the ČNB Prague 1. If this court fee is not paid within the time limit stipulated by the Court, the Court will extort it.

Only the first letter of their surnames or commercial firms designates the participants in the proceedings, with the exception of the association of CZ.NIC. The domain names concerned are

replaced by the sequence x+y+z.cz. If there is mention in the text of further domain names, these have been replaced at random by other sequences of symbols. With the exception of data enabling the identification of the participants in the proceedings or other persons and domain names there has been the least possible interference with the text of the rulings. Any connection of the abbreviations and substitute symbols used with persons or domain names that actually use designations with the use of such abbreviations or substitute symbols is purely coincidental.

In the study of the rulings it is necessary to bear in mind the fact that the decision contains not only the actual statement of the Court and its substantiation, but also a summary of the statements of the individual parties, some of which statements the Court need not have taken into account at all in the decision (e.g. in the issue of a preventive measure) and these statements therefore represent only the legal opinion of the party concerned and not the conclusion of the Court.

A Court ruling cannot be automatically applied to other cases (albeit the basic facts are the same) and the CZ.NIC association recommends that a concrete case be consulted with experts on domain names and with lawyers.