

19 May 2026

Re: Inclusion of Case #01448650 in ICANN85 Mumbai Contractual Compliance Discussions

Wong Tai Chiew

Dear Wong Tai Chiew:

ICANN acknowledges receipt of your multiple communications, including the [email](#) dated 22 March 2026, as well as the subsequent messages that reiterate similar allegations, and hereby provides a consolidated summary of the information already shared with you through various exchanges with ICANN Contractual Compliance and ICANN's responses provided to you during several sessions at ICANN85.

ICANN operates an [Audit Program](#) to assess whether registrars and registry operators comply with the requirements set forth in ICANN agreements and policies. When an audit identifies a violation, remediation is required, and this process is applied consistently across all auditees.

Under Specification 5, Section 4 of the Base Registry Agreement ([RA](#)), certain country and territory names must remain reserved unless the registry operator first reaches an agreement with the relevant government authority for their release.

During the 2023 ICANN Registry Audit, ICANN discovered that the registry operator for the .BUILD top-level domain (TLD) had improperly released the name malaysia.build. ICANN notified the registry operator, which confirmed that it had not obtained government approval from Malaysia, acknowledged the error, deleted the name so it could be returned to the reserved list of domain names that will not be registered without the relevant government's explicit agreement, and implemented safeguards to prevent recurrence.

You contacted ICANN Contractual Compliance in July 2025. Over the following weeks, ICANN responded to multiple inquiries from you. Specifically, ICANN explained its assessment of your complaint, clarified Specification 5 and the requirement to reserve certain names, and provided links to published information outlining the RA process for reaching an agreement with the relevant government. ICANN also explained that it cannot require a registry operator to seek such agreement as long as the domain name remains reserved. In addition, ICANN described the audit program and provided a link to the public audit report related to this matter. ICANN also addressed several additional topics you raised that were not applicable to the circumstances of this case, including, but not limited to:

- Questions regarding transfer codes were not applicable, as the domain name was not transferred between registrars; it was deleted and returned to reserved status.
- Questions regarding deletion for non-renewal did not apply, as the domain was not deleted due to expiration.
- Questions regarding registrars' obligations to investigate abuse reports were likewise unrelated to this matter.
- Questions regarding registrars' obligations to make specified data, information, and records available to ICANN during the term of the agreement and for two years after were also unrelated to this matter.

ICANN explained to you the additional requirements contained in ICANN agreements, including the obligation for registrars to include in their registration agreements with registrants clauses contemplating the suspension, cancellation, or transfer of a registration to correct a registrar or registry operator error, which is the circumstance here.

ICANN further clarified that ICANN's agreements do not contemplate an appeal mechanism for registrants for this type of corrective action, nor do they require registry operators to seek government approval to release a name when maintaining it as reserved. When you asked about compensation for the impact you experienced as a result of the correction, ICANN explained that the agreements do not include any provisions requiring refunds or reimbursement for losses. ICANN also noted that questions regarding potential legal remedies would need to be addressed with your legal counsel, as such issues fall outside the scope of ICANN's contractual framework.

In [December 2025](#), the government of Malaysia confirmed that it had not agreed to the release of the country name and supported its deletion under Specification 5, Section 4 of the RA.

ICANN informed you that the corrective actions the registry operator had elected to take were consistent with its contractual obligations and that no contractual enforcement action against the registry operator was appropriate given the circumstances. ICANN's continued communication with you was solely for the purpose of responding to your questions; it did not indicate any ongoing investigation involving the registry operator or a registrar.

ICANN understands that you held the domain name for many years and appreciates that this outcome is disappointing. ICANN Contractual Compliance cannot unilaterally waive obligations or decline to apply the Specification 5 provisions that are intended to protect the interests of the relevant countries.

ICANN has no additional information to share, and we do not anticipate additional correspondence with you on this matter.

Sincerely,



Kurt Erik Lindqvist
President and Chief Executive Officer
Internet Corporation for Assigned Names and Numbers (ICANN)