Support Portal | Registry Services

What applies in bankruptcy?

Agent - 2025-04-25 - Legal

Bankruptcy Limited Liability Company:

The district court decides to initiate bankruptcy, e.g. at the request of the shareholders or of the company's creditors. When the district court has made a decision to initiate a bankruptcy, a bankruptcy trustee is appointed. The bankruptcy trustee takes over the company's signatory rights and is the one who takes care of and also sells property on behalf of the company. During that time period, the former representatives of the company do not have the right to change the holder of the domain name.

The trustee in bankruptcy is authorized to represent the company and carry out the change of holder of a domain name. The bankruptcy trustee must submit documentation proving that they are a trustee in bankruptcy (usually a decision from a district court).

Bankruptcy completed:

When changing the holder of a domain name after the bankruptcy has ended, the trustee must reopen the bankruptcy in order for the domain name to be changed to another holder. If it is the previous representative of the company who is the receiving party, it may be sufficient for the bankruptcy trustee to submit a written certificate stating that they have no interest in the domain name.

In cases where the bankruptcy trustee no longer wishes to reopen the bankruptcy or is no longer reachable, there is no representative for the company or the domain. In such cases, the registrar may need to make an overall assessment to determine who is currently the holder of the domain and thereby the registrar’s contractual party.

-Who has paid for and used the domain over time?
-What do the other contact details indicate?
-Is there any history that supports ownership?
-Are there invoices, purchase agreements, or other documentation suggesting ownership?

If there is sufficient evidence to identify the underlying holder and contractual party, the registrar may correct the information in the register and document the supporting material.

Please note that The Swedish Internet Foundation, according to section 6.1.5 of the Registration Terms, also has the right to deactivate/deregister domain names where the holder is a legal entity who has been dissolved after the bankruptcy has ended.

Bankruptcy Trading Company:

Just as for a Limited Liability Company, it is the district court that decides to initiate bankruptcy. The bankruptcy trustee takes over the company's signatory rights and is the one who takes care of and also sells property on behalf of the company. A trading type of company has one or more partners. During the bankruptcy proceedings, the partners do not have the right to change the holder of a domain name. Instead, it is the bankruptcy trustee who is authorized to represent the company and carry out the change of holder of a domain name. The bankruptcy trustee must submit documentation proving that they are a trustee in bankruptcy (usually a decision from a district court).

In cases where the bankruptcy trustee cannot assist in a change of holder, the transferrer must provide a certificate from the other partners that they approve the change of holder. The certificates must be signed by all former partners of the trading company.

Bankruptcy completed:

In the event of a finished bankruptcy, and when the trustee does not want to reopen the bankruptcy, the former partners, as private individuals, may agree on who will own the domain name and the others may certify that they waive the right in favor of a person. If they cannot agree, the question of the right to the domain name may need to be decided in court.

In cases where the partners of the company are not reachable, there is no representative for the company or the

domain. In such cases, the registrar may need to make an overall assessment to determine who is currently the holder of the domain and thereby the registrar’s contractual party.

Who has paid for and used the domain over time?
What do the other contact details indicate?
Is there any history that supports ownership?
Are there invoices, purchase agreements, or other documentation suggesting ownership?

If there is sufficient evidence to identify the underlying holder and contractual party, the registrar may correct the information in the register and document the supporting material.

Bankruptcy Limited Partnership:

For a limited partnership type of companies during ongoing bankruptcy, it is the bankruptcy trustee who can sign a change of holder of a domain name. The name of the bankruptcy trustee is stated in the Swedish Companies Registration Office's register or in a decision from the district court. In cases where the trustee in bankruptcy is unable to assist in a change of holder, the transferor must submit a certificate from the other partners that they approve the change of holder. The certificates must be signed by all partners.

Bankruptcy completed:

When changing the holder of a domain name after the end of bankruptcy in a limited partnership, it is required that the trustee reopens the bankruptcy so that the domain name can be changed to another holder.

A limited partnership company often has several owning partners and also one or more general partner(s). If the trustee in bankruptcy does not want to reopen bankruptcy, all owning partners and general partners need to approve the change of holder, either by all signing a certificate that they renounce the right to the domain or by signing a change of holder form that the domain must be changed to a new holder.

In cases where all limited partners and general partners are unreachable, there is no representative for the company or the domain. In such situations, the registrar may need to make an overall assessment to determine who is currently the holder of the domain and thereby the registrar’s contractual party.

-Who has paid for and used the domain over time?
-What do the other contact details indicate?
-Is there any history that supports ownership?
-Are there invoices, purchase agreements, or other documentation suggesting ownership?

If there is sufficient evidence to identify the underlying holder and contractual party, the registrar may update the information in the register and document the supporting material.