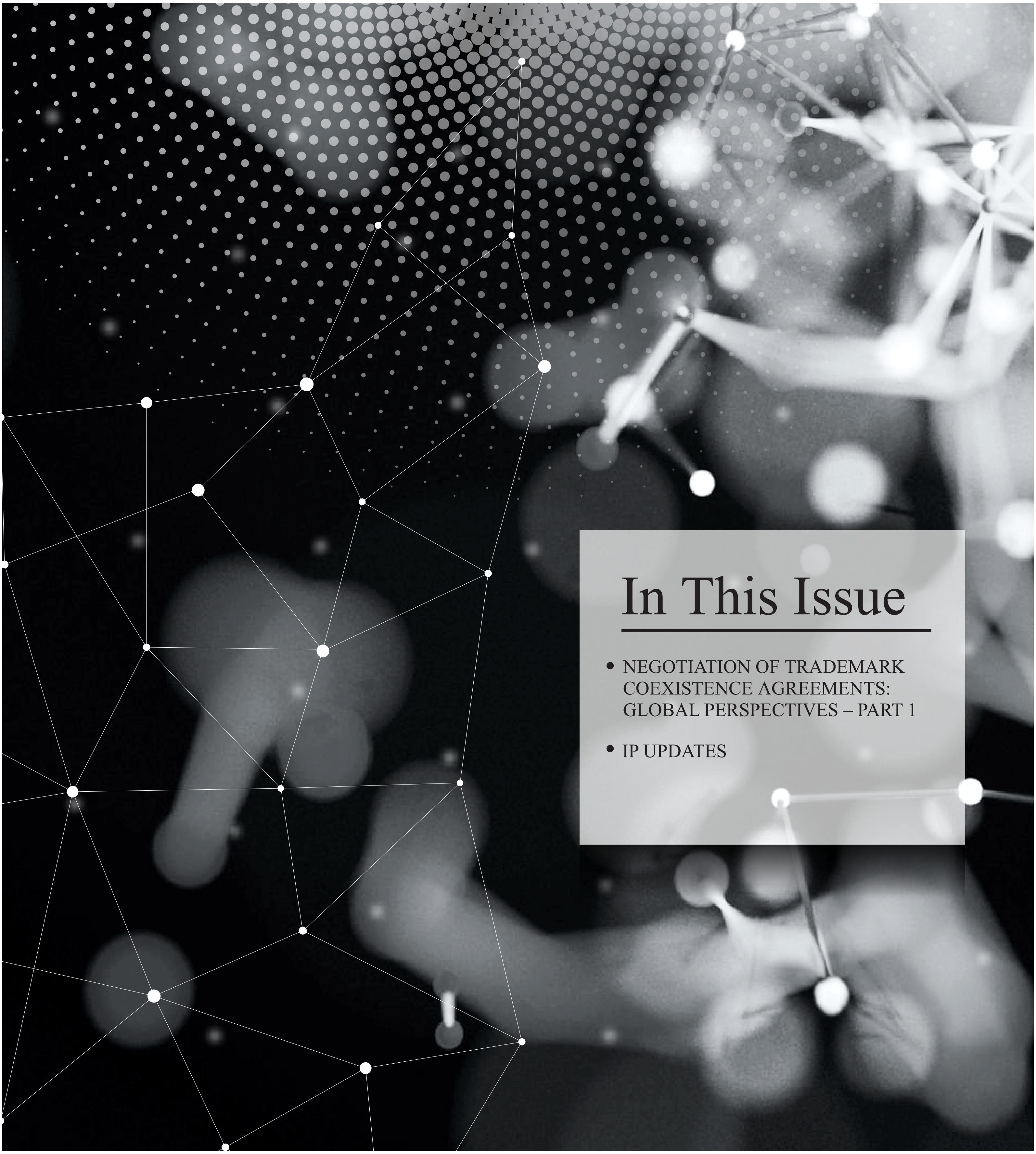
AUDIRI VOX

a client-centric ip practice

MIDDLE EAST – ASIA – AFRICA

AVIP

Newsletter | Issue 26 | February 2025



In This Issue

- NEGOTIATION OF TRADEMARK COEXISTENCE AGREEMENTS: GLOBAL PERSPECTIVES – PART 1
- IP UPDATES

Abdullah Hasan Manto
Attorney at Law
Audiri Vox

NEGOTIATION OF TRADEMARK COEXISTENCE AGREEMENTS: GLOBAL PERSPECTIVES – PART 1

Trademarks represent the foundation of brand identity and commercial reputation in the global marketplace. As businesses expand and the number of trademark registrations increases, conflicts over the use of similar or identical marks have become more prevalent than ever. Trademark coexistence agreements represent a forward-thinking approach to managing conflicts in the complex landscape of intellectual property law. By fostering collaboration and defining clear boundaries, these agreements enable businesses to preserve their brand identities while avoiding the pitfalls of litigation. As global markets continue to expand, the role of coexistence agreements in trademark strategy is set to grow, underscoring their importance as a cornerstone of modern intellectual property management. This article examines the structure, purpose, and significance of these agreements, alongside a global perspective on their applicability.

DEFINING TRADEMARK COEXISTENCE AGREEMENTS

Trademark coexistence agreements are legally binding contracts in which two or more parties agree to the concurrent use of similar or identical trademarks under specified conditions. Their primary aim is to mitigate potential confusion among consumers while avoiding costly legal disputes. These agreements define clear boundaries and operational scopes, enabling both parties to coexist peacefully.

Unlike traditional dispute resolution mechanisms, coexistence agreements serve both as a preventive strategy and a resolution tool. When negotiated proactively, they establish well-defined parameters for trademark use, thereby minimizing the likelihood of conflicts arising from overlapping business interests. For instance, two companies operating in different industries or geographic regions may agree on specific usage terms to avoid market confusion.

The Importance of Trademark Coexistence Agreements in Law

Trademark coexistence agreements are increasingly regarded as a vital tool in intellectual property law, particularly in densely populated markets. Their strategic importance can be understood through the following aspects:

- **Preserving Brand Integrity:** Litigation over trademarks can be both resource-intensive and damaging to a brand's reputation. Coexistence agreements offer a constructive alternative, allowing parties to maintain their brand identities while avoiding adversarial proceedings.
- **Avoiding Brand Dilution:** By clearly delineating the rights and obligations of each party, these agreements prevent the dilution of trademarks, a phenomenon where the distinctiveness of a mark is weakened due to its association with unrelated goods or services.
- **Cost-Effective Dispute Resolution:** Coexistence agreements reduce the financial and operational burden associated with trademark disputes, freeing up resources for business development and innovation.

Through cooperation rather than confrontation, these agreements provide a pragmatic solution that benefits both trademark owners and consumers by preserving market clarity.

Practical Scenarios for Trademark Coexistence

Coexistence agreements are particularly useful in scenarios where potential conflicts can be mitigated through precise delineation of trademark usage. Common examples include:

- **Geographic Segmentation:** When two businesses operate in distinct regions, a coexistence agreement can allocate territorial rights. For example, one company may retain exclusive rights to a trademark in Europe, while the other focuses on North America.

- **Divergent Product Categories:** Companies using similar trademarks in unrelated sectors can avoid disputes by agreeing to restrict their usage to specific industries. For instance, a software company and a clothing brand might use identical marks without causing confusion, provided their markets remain distinct.
- **Niche Markets:** In markets with limited overlap, coexistence agreements allow parties to coexist without significant risk of confusion, provided boundaries are clearly established.

These scenarios highlight the versatility of coexistence agreements in accommodating the interests of multiple stakeholders while maintaining legal and market clarity.

GLOBAL PERSPECTIVES AND LEGAL FRAMEWORKS

Trademark coexistence agreements often intersect with international treaties and jurisdictional regulations. Understanding these global dimensions is essential for ensuring their enforceability across multiple markets.

International Treaties and Guidelines

Several key international agreements underpin the harmonization of trademark law, including:

- **Madrid Protocol:** Streamlines the registration of trademarks across multiple jurisdictions, enabling businesses to secure rights through a single application.
- **Paris Convention:** Establishes principles such as priority rights and fair treatment for trademarks.
- **TRIPS Agreement:** Sets minimum standards for intellectual property enforcement among World Trade Organization (WTO) members, including trademark protection.

These treaties provide a foundation for the registration and enforcement of trademarks.Coexistence agreements involving multinational jurisdictions could be a useful tool to facilitate registration and enforcement of marks under these treaties and conventions. However, their implementation varies by jurisdiction, necessitating a nuanced understanding of local laws.

Jurisdictional Variations in Trademark Coexistence

National trademark authorities differ in their approach to coexistence agreements. For instance:

- **United States (USPTO):** The USPTO may consider coexistence agreements when determining the likelihood of confusion during the trademark registration process.
- **European Union (EUIPO):** EU law allows coexistence agreements to resolve disputes across member states, provided they comply with overarching EU trademark regulations.
- **China (CNIPA):** While coexistence agreements are recognized, their enforcement may require additional procedural steps under Chinese administrative law.

Businesses must account for these jurisdictional differences when crafting coexistence agreements, ensuring that they are both legally compliant and operationally feasible.

ELEMENTS OF A TRADEMARK COEXISTENCE AGREEMENT

Trademark coexistence agreements are structured to address the potential areas of conflict between parties while fostering clarity, predictability, and collaboration. The following key elements form the backbone of any well-drafted coexistence agreement.

Scope and Territory

A primary consideration in drafting a trademark coexistence agreement is the definition of geographic scope. This element is pivotal in preventing market overlaps and ensuring that trademarks remain effective in their respective territories. Businesses frequently operate across diverse geographic regions, and without clear delineation, the risk of confusion and disputes increases substantially.

In many agreements, parties agree to limit the use of their trademarks to specific territories. For instance, one party may retain exclusive rights within the United States, while the other limits its usage to the European Union. This division is particularly critical in scenarios where businesses have significant operations or registrations in multiple jurisdictions.

For international businesses, clear territorial limits provide an additional layer of legal protection by preemptively addressing conflicts in foreign markets. This can also aid in compliance with local laws, many of which emphasize avoiding consumer confusion. Such provisions are often harmonized with international frameworks, including the Madrid Protocol or jurisdiction-specific requirements like those of the USPTO or EUIPO. A precise territorial agreement not only protects individual trademarks but also reduces administrative and legal burdens associated with cross-border disputes.

Use of Marks and Distinctiveness

A fundamental goal of any trademark coexistence agreement is to maintain the distinctiveness of the respective marks, even in cases where similarities might exist. To achieve this, the agreement must carefully address the specific ways in which each party may use their trademarks.

Key considerations in this context include defining visual elements such as logo designs, color palettes, font styles, and taglines. For example, if two companies use similar marks, differentiating these elements ensures that consumers can easily distinguish between the brands. Additionally, distinctiveness can be reinforced through the adoption of separate marketing channels or the targeting of different consumer demographics. For instance, two companies using similar wordmarks might mitigate confusion by marketing their products through different platforms, one focusing on digital advertising while the other relies on traditional retail distribution. Alternatively, the agreement might stipulate that each party targets distinct consumer segments, such as age groups, industries, or geographic markets.

This element of a coexistence agreement goes beyond simple restrictions; it ensures that both parties can maintain strong brand identities without undermining one another. By addressing these factors proactively, businesses can reduce the likelihood of inadvertent consumer confusion, thereby safeguarding their market share and brand equity.

Quality Control and Brand Standards

Another critical component of a trademark coexistence agreement is the inclusion of quality control clauses. These provisions are essential in maintaining the integrity and reputation of each party's brand, particularly where overlapping trademarks might be perceived as originating from the same source.

Quality control clauses often require that products or services bearing the trademark meet specific standards. For example, in cases where one party licenses its trademark to the other, the agreement may set clear benchmarks for quality to prevent consumer dissatisfaction or erosion of brand value. Such standards could include specifications for materials, manufacturing processes, or service delivery practices.

Beyond maintaining product quality, these clauses also address the broader issue of brand reputation. To this end, agreements often impose restrictions on how a trademark may be used in association with certain goods, services, or contexts. For instance, a party may agree not to use its trademark on products that are inconsistent with the other party's brand image, such as luxury goods being associated with low-cost or mass-market items.

By incorporating robust quality control provisions, coexistence agreements not only protect the value of individual trademarks but also strengthen consumer confidence in the brands they represent. Monitoring and enforcement mechanisms, such as regular audits or reporting requirements, further ensure compliance with these standards.

CASE LAW

APPLE CORPS LIMITED VS. APPLE COMPUTER, INC. [2006] EWHC 996 (CH):

The Apple Corps Limited vs. Apple Computer, Inc. dispute is a landmark case in trademark law and a prime example of the complexities involved in crafting trademark coexistence agreements. The conflict began in the late 1970s when Apple Computer adopted its name and logo, prompting Apple Corps to claim trademark infringement, as it had already established rights to the **"Apple"** mark in the music industry. The dispute focused on whether Apple Computer's activities infringed on Apple Corps' exclusive rights to the mark in its domain.

In 1981, the two parties negotiated a **coexistence agreement**, allowing each to use the **"Apple"** name in their respective sectors:

- Apple Corps retained rights to the name for music-related products and services.
- Apple Computer was limited to using the name for computers and technology, with an explicit condition that it would not enter the music business.

Despite having confusingly similar trademarks, the two businesses recognized a domain in which they differed, known as their fields of use, and this served as the foundation for their coexistence agreement.

However, neither business anticipated that the two domains would become much more intertwined as digital music technologies advanced. Apple Corps filed a lawsuit after Apple Computers introduced the **iPod** and the **iTunes** software and music store, alleging that Apple Computers had violated the trademark coexistence agreement by entering the region that was solely designated for Apple Corps. The Court considered the matter from the perspective of the customer and determined that there had been no violation of the contract because the Apple mark had been utilized in relation to the software rather than the music that the service offered. No customer using the iTunes app to download music would believe they were dealing with Apple Corp.

The case highlighted the importance of foresight in coexistence agreements, particularly in rapidly evolving industries. By failing to anticipate the convergence of technology and music, the original agreement became outdated, leading to further disputes. This underscores the need to incorporate flexibility and provisions for renegotiation in coexistence agreements to address unforeseen changes.

In our next part, we will delve into how these agreements are applied in practice, examining key case studies and further exploring the legal elements of coexistence agreements.

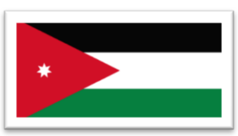
IP UPDATES

YEMEN:
POLICY CHANGE ON GOODS/SERVICES IN TRADEMARK APPLICATION

The Yemeni Trademark Office (TMO) in Sana'a has introduced a major policy change under Ministerial Decision No. 52/2024 and 53/2024.

- Applicants can now include an **unlimited number of goods and services** within a single trademark application, removing the previous cap of 10 items.
- Goods or services beyond the initial 10 will incur **additional publication fees** calculated at 5% of the standard publication fee for each extra item.
- Sana'a adopts the **12th Edition of the Nice Classification** and follows a **single-class-based protection system.**
- The TMO's online portal is being updated to accommodate these changes and is expected to be operational soon.

JORDAN:
(WEST BANK)
TRADEMARK APPLICATION PROCESS UPDATES



The Ministry of National Economy in the West Bank has implemented changes to the trademark registration process:

1. **Filing Without Documents:**

- Trademark applications can now be filed without accompanying documents.
- A formal extension letter must be submitted with the application, requesting a one-month period to provide missing documents.
- Extensions can be further prolonged up to **12 months,** subject to a fee of JD 10 (approx. USD 14) per month. Requests beyond 12 months require detailed justification and are subject to Registrar approval.

2. **Suspension Requests:**

- Applicants can request a **one-month suspension** for trademark applications to resolve relevant procedures, seek amicable settlements, or prepare opposition or cancellation actions.
- Suspensions can be extended up to 12 months with a fee of JD 10 per month, contingent on Registrar approval.

(GENERAL)
TIME EXTENSIONS AND FEES FOR TRADEMARK APPLICATIONS

1. **Time Extensions:**

- Applicants must now submit formal requests for time extensions, with a fee of JD 10 (USD 14) per month.
- Each extension lasts one month and must be requested before the current deadline. Approval remains at the discretion of the Registrar.

2. **Document Submission Deadlines:**

- For new trademark applications: Documents (e.g., Power of Attorney) must be submitted within 90 days of filing.
- For renewals: Documents must be submitted within 30 days.

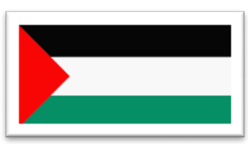
3. **New Fees:**

- JD 100 (approx. USD 142) will now be charged for the Registrar's review of responses to office actions or objections related to trademark applications.
- A JD 10 fee applies per month will be charged for any request to suspend procedures for intellectual property matters.

LIBYA:
SUSPENSION OF TRADEMARK REGISTRATIONS

TRIPOLI – Ministerial Decision No. 2 of 2025 was issued and took effect on January 15, 2025. The decision revokes all trademark applications submitted between April 2 and September 2, 2024, due to the suspension of operations at the Trademarks Office during that period.

STATE OF PALESTINE:
TRADEMARK PROCEDURE UPDATES



RAMALLAH – The Ministry of National Economy has introduced new amendments to the trademark registration process. Applicants may now request a one-month extension for:

- Late submission of required documents;
- Replying to an Examiner's office action refusal decision;
- Submitting an opposition against a published trademark application;
- Filing a response to an opposition;
- Filing a response to a cancellation action;
- Submitting evidence in an opposition case, and
- Submitting evidence in a cancellation action case.

Subject to a fee of $14. The same fee and rules also apply to requests for suspending trademark application procedures due to opposition initiated by third parties. Applicants may submit additional extension requests as long as they are filed before the extended deadline.

**RWANDA:
FORM AND CONTENT OF THE POWER OF ATTORNEY**

Effective from 01 February 2025, Registry in Rwanda will not accept Power of Attorneys that do not strictly comply with the statutory template form provided in the Ministerial Order No. 26, dated 17 March 2016.

The Power of Attorney must specifically provide for the name of the agent authorised to represent a proprietor in Rwanda and their principal place of business (the firm). The Power of Attorney must indicate the date when it ceases to be effective and also must be notarized.

PATENTS CASES

MACLEODS PHARMACEUTICALS LTD (Petitioner) vs THE CONTROLLER OF PATENTS & ANR. (Respondents)

CASE NO.: C.O.(COMM.IPD-PAT) 38/2022

DECIDED ON: January 15, 2025

In the present case, the petitioner has filed a revocation petition under section 64(1) of the Patent Act, 1970 against the Indian patent no. IN 243301 i.e., granted to the respondent 2 (Boehringer Ingelheim Pharma GmbH & Co. KG). Subsequently, respondent 2 filed an infringement suit against the petitioner alleging infringement of their patent. Further after the expiry of the patent, respondent 2 filed two applications for seeking dismissal of the revocation of the petition on the grounds that the patent has been expired, and the petitioner has filed a written statement seeking invalidity of the subject patent.

The petitioner stated that petition under section 64 or in a counterclaim can only be made in high court whereas decision on invalidity of patent based on defense under section 107 can be taken in district court which does not entitle a respondent to seek revocation. The petitioner further argues that revocation of petition shall survive after the expiry of the patent, if the patentee's (respondent 2) claim for damages endures even after the patent has expired.

The Hon'ble Delhi High Court analyzed that the scope of petition under section 64 is different from the defense of invalidity under section 107 and therefore the present revocation petition is maintainable. The Hon'ble Court concluded that the present petition can be sustained even if the term of the patent has expired.

M/S.HALDOR TOPSOE A/S (PETITIONER) vs CONTROLLER OF PATENTS AND DESIGNS. (RESPONDENTS)

CASE NO.: Writ Petition No.2943 of 2022

DECIDED ON: January 2, 2025

The petitioner has filed the present writ petition against the respondent challenging the rejection of the patent application filed by the petitioner under section 21 of the Patent Act, 1970. The petitioner stated that only hearing notice was received and no second examination report was submitted by the respondent, yet the respondent has referred to the second examination report in the impugned order by total non-application of mind. The petitioner also argued that they requested the respondent to serve the copy of the impugned order and only on receipt of the receiving the impugned order, without causing any delay the petitioner filed for the writ petition. The respondent argued that even though the impugned order refers to section 21 of the Patent Act, 1970, the order was passed under section 15 of the Patent Act, 1970 and that they have considered the submissions to the first examination report by the petitioner before rejecting the patent application. The respondent further argued that the petitioner had delayed in approaching the court and the only remedy available with the petitioner was to file an appeal rather than a writ petition.

The Hon'ble Madras High Court observed the following matter and stated that the impugned order was passed under section 21 of the Patent Act, 1970 by the respondent, failing to provide for an appeal remedy, therefore the writ petition filed by the petitioner is maintainable. The Hon'ble Court noted that the petitioner provided sufficient reasons for delay in filing the writ petition, which however was filed in the same month when the copy of the impugned order was received. The Hon'ble Court also observed that the impugned order is unsustainable as it violates the principle of natural justice and on the ground of non-application of mind. The Hon'ble Court concluded by quashing the impugned order and remanding the patent application for fresh consideration.

SPV LABORATORIES PRIVATE LIMITED (Appellant) vs THE CONTROLLER GENERAL OF PATENTS AND DESIGNS (Respondent)

CASE NO.: C.A.(COMM.IPD-PAT) 41/2024
DECIDED ON: December 12, 2024

The present appeal has been filed under section 117 A of the patent act against the order passed by respondent for refusing to restore the lapsed patent. The respondent refused to restore the lapsed patent under the ground that the appellant has failed to meet the requirements under section 60(3) of the Patent Act and Rule 84(3) of the Patents Rules. The appellant argued that the application for restoration of the lapsed patent was filed within 7 months from the date the patent was ceased and the delay for renewal payment was caused due to unfortunate incident in patent attorneys family. The respondent countered that the appellant had authorized two attorneys, and the appellant did not clarify if the family emergency had affected both the attorneys.

The Hon'ble Delhi High Court found that the appellant demonstrated continued interest in the patent by filing form 27 and the appellant had filed the restoration application within the prescribed period. The Hon'ble Court set aside the impugned order and directed the restoration of the patent with applicable renewal fees and penalties.

TRADE SECRET CASE

CIGMA EVENTS PRIVATE LIMITED (Plaintiff) vs DEEPAK GUPTA & ORS. (Defendant)

CASE NO. : - C.S. (OS) 1011/2024
DECIDED ON: – December 24, 2024

The Plaintiff filed a suit against its former employees (Defendants Nos. 1 to 4) and two competing entities (Defendants Nos. 5 and 6). The Plaintiff argued that the Defendants used its confidential client data and goodwill to poach clients, organize competing events, and inflate bills, all of which breached employment contracts. The Defendants contended that their actions fell within lawful competition. They argued the Plaintiff's claims lacked evidence and that client information was publicly available, with no proprietary trade secrets involved. They also challenged the enforceability of non-compete clauses as unreasonable and against public policy.

The Hon'ble Delhi High Court held that the Plaintiff failed to produce compelling evidence proving the Defendants' misuse of trade secrets or proprietary information. The Hon'ble Court emphasized that general client lists, and knowledge acquired during employment do not constitute confidential information unless they possess distinct commercial value. Furthermore, non-compete clauses imposing unreasonable restrictions post-employment are unenforceable under Section 27 of the Indian Contract Act. The Hon'ble Court denied the Plaintiff's request for an interim injunction, allowing the Defendants to continue their business activities, citing insufficient evidence and the importance of protecting lawful competition and employment opportunities.

TRADEMARK CASES

ROPPEN TRANSPORTATION SERVICES PRIVATE LIMITED (Petitioner) vs MR. NIPUN GUPTA & ANR (Respondents)

CASE NO.: - C.O. (COMM.IPD-TM) 80/2024 with I.A. 31622/2024, I.A. 34641/2024, I.A. 34644/2024, I.A. 34647/2024.
DECIDED ON: – January 15, 2025

In the present case, the petitioner filed a rectification petition against the respondent, seeking the cancellation of the rapido and **'RAPIDO'** trademark registrations obtained by the respondent. The petitioner, who has been using the **RAPIDO** mark since 2015 and holds multiple registrations for the mark, argued that the respondent's registration of the identical mark in classes 12, 25, 39, and 42 was likely to cause confusion among consumers and mislead them into associating the respondent's services with those of the petitioner. The respondent neither filed any reply nor appeared in the proceedings, leading to *an ex-parte order* against them. The respondent's registration, obtained in 2020 on a *"proposed to be used"* basis, was claimed to be a dishonest attempt to trade upon the petitioner's established brand.

The Hon'ble Delhi High Court observed that the petitioner's rapido marks were well-established and had acquired immense goodwill, whereas the respondent's registration was identical and related to similar goods and services. Therefore, the Hon'ble High Court concluded that the respondent's mark was likely to cause confusion and contravened Section 11 of the Trade Marks Act. The Hon'ble Court ordered the removal of the impugned registrations from the Trade Mark Register, granting relief in favour of the petitioner.

GENSOL ELECTRIC VEHICLES PVT. LTD. (Plaintiff) vs MAHINDRA LAST MILE MOBILITY LIMITED (Defendant)

CASE NO. : - I.A. 40846/2024 in CS(COMM) 849/2024
DECIDED ON – January 13, 2025

The plaintiff filed a suit against defendant seeking an interim injunction to restrain the defendant from using the trademarks **'ZEO'** and **'eZEO.'** The plaintiff argued that they were the first to adopt and register the mark **'EZIO'** ezio ' and had invested significant resources in its development. They claimed the defendant's marks were phonetically and visually similar, infringing their intellectual property. Defendant contended that their mark 'eZEO' / eZEO , stood for **"Zero Emission Option,"** coined independently, and that their vehicles catered to different segments. They highlighted the use of their house mark **'Mahindra** mahindra which distinguished their brand from the plaintiff's.

The Hon'ble Delhi High Court noted that the plaintiff had not launched its vehicle, while the defendant had already introduced their product to the market. The Hon'ble Court held that the vehicles targeted different consumer segments and that the inclusion of 'Mahindra' with 'ZEO' mahindra zeo made the defendant's mark distinctive. Furthermore, the likelihood of confusion was deemed remote given the informed decision-making process of automobile consumers. The Hon'ble Court dismissed the plaintiff's application for an interim injunction, citing the absence of a *prima facie* case and a balance of convenience favoring the defendant.

KTC (INDIA) PVT. LTD. (Plaintiff) vs M/S. HIMALAYAN NOMAD KTC, KTC TOURS & TRAVELS AND BITLA SOFTWARE PVT. LTD. (Defendants)

CASE NO. : - CS (COMM) No.: 658 of 2021
DECIDED ON – January 08, 2025

KTC

The plaintiff has filed the suit for trademark infringement. The plaintiff argued that the plaintiff is the lawful proprietor of the well-known trademark **'KTC'** used in the transportation business since 1943. The defendants have been using trademarks identical or deceptively similar to the plaintiff's trademark **'KTC'** in their business names and websites, thereby causing confusion in the market and damaging the plaintiff's reputation, goodwill, and business. Despite receiving a cease-and-desist notice, the defendants continued their infringing activities. The plaintiff seeks an injunction to stop the defendants' use of the mark, along with damages and other remedies.

The Hon'ble District Court observed that the defendants adopted a similar trademark to exploit the plaintiff's well-established **KTC** mark, likely causing confusion among customers. The plaintiff, a prior and registered user of the **KTC** trademark was found to have superior rights over the defendants, who failed to prove prior use and had discontinued using **"KTC Tours & Travels."** The Hon'ble Court decreed in favour of the plaintiff, granting a permanent injunction against the defendants from using trademarks confusingly similar to the plaintiff's **KTC** mark. The case was concluded with a decree in favor of the plaintiff.

PARAGON POLYMER PRODUCTS PRIVATE LIMITED (Appellant) vs M/S. SUMAR CHAND NAHAR AND THE JOINT REGISTRAR OF TRADE MARKS (Respondents)

CASE NO. : - (T)CMA(TM) No.80 of 2023
DECIDED ON: – January 07, 2025

Appellant mark	Respondent mark
Paragon	

The appellant, engaged in the manufacture and sale of footwear under the trade name 'PARAGON', filed a suit against the respondent, a manufacturer of electric motors under the same trade name, **'PARAGON'.** The appellant opposed the respondent's application to register the mark **'PARAGON'** under Class 9, arguing that its mark **'PARAGON'** is well-known in the footwear industry, having been used since 1975, and was recognized as a well-known mark by the Trade Mark Registry in 2017. The appellant contended that the first respondent's use of the same mark would cause confusion. The respondent countered that the mark had acquired distinctiveness in the field of electrical products and that the appellant had submitted to the use of the mark in this domain. The respondent further argued that the two businesses cater to different markets, thus eliminating any risk of confusion.

The Hon'ble Madras High Court observed that the appellant cannot claim exclusive rights over the mark **'PARAGON'** solely due to its recognition as a well-known mark in the footwear sector. The Hon'ble Court emphasized that well-known marks are not entitled to retrospective protection. The Hon'ble Court also noted that while the appellant's mark is recognized in the footwear industry, the respondent's use of **'PARAGON'** in the electric motor sector has been longstanding and honest. The Hon'ble Court acknowledged the principle of honest and concurrent use of trademarks in different sectors and decided that both parties should be allowed to use the mark in their respective industries, subject to limitations.

COPYRIGHT CASE

ENTERTAINMENT NETWORK INDIA LIMITED (Plaintiff) vs MISSMALINI ENTERTAINMENT PVT LTD AND OTHERS (Defendants)

CASE NO.: CS(COMM) 1141/2024

DECIDED ON: December 20, 2024

The plaintiff filed a suit against the defendants, alleging copyright infringement. The plaintiff claims exclusive ownership of the intellectual property rights to its popular radio and digital show, **"What Women Want"**, which has run five seasons since 2018. The suit was filed after defendant no. 1 uploaded an interview with the show's celebrity host, Kareena Kapoor-Khan, without proper authorization, including its own logo and obscuring the plaintiff's branding. The plaintiff argued that these actions misrepresented the show and violated its copyright. Defendant no. 1 contended that they had an agreement to post the interview, but the plaintiff asserted that defendant no. 1 violated the terms, including unauthorized use of their logo. Despite a cease-and-desist notice, defendant no. 1 allegedly uploaded the content on multiple platforms, including YouTube and Instagram, misappropriating the show's intellectual property.

The Hon'ble Delhi High Court observed that the plaintiff had a prima facie case for granting an injunction, noting the unauthorized use of the plaintiff's copyrighted content and branding by defendant no. 1. The Hon'ble Court issued a permanent injunction restraining defendant no. 1 from further use of the plaintiff's copyrighted work. Defendant no. 1 was also ordered to take down the infringing videos from Instagram and YouTube within 48 hours, with non-compliance leading to further action by other defendants.

EXCITING NEWS!

DIVYENDU VERMA

We are delighted to announce that **Mr. Divyendu Verma** will be attending the **2025 AIPPI Mid-Term Meeting - Zagreb.**

Date: November 20-21 February, 2025

Venue: Sheraton Zagreb Hotel,
Ul. kneza Borne 2, 10000, Zagreb, Croatia

global@audirivox.com

AIPPI

AUDIRI VOX IS EXHIBITING IN INTA

We are thrilled to announce that Audiri Vox will be participating as an Exhibitor at the 2025 INTA Annual Meeting in San Diego from May 17-21, 2025!

Find us at **Booth No. 1254** – where our team will be ready to connect, collaborate, and discuss the latest in IP and trademark strategies.

Want to schedule a meeting with us?
Reach out at **Global@Audirivox.com**

INTERNATIONAL TRADEMARK ASSOCIATION
ANNUAL MEETING
SAN DIEGO, CALIFORNIA, USA | May 17-21, 2025

Meet us at Booth 1254

309 Churchill Tower Business Bay, P.O. Box 415116Dubai-Untited Arab Emirates
+971 4 582 6655
global@audirivox.com

www.audirivox.com

Editorial Board

Sarmad Hasan Manto
Attorney at Law
Managing Partner

Divyendu Verma
Attorney at Law
Head of Patents Dept.

Vinod Chand
Content Editor

Nilesh B.
Designer

Disclaimer: This publication is intended to provide information to clients on recent developments in IPR industry. The material contained in this publication has been gathered by the lawyers at Audiri Vox for informational purposes only and is not intended to be legal advice. Specifically, the articles or quotes in this newsletter are not legal opinions and readers should not act on the basis of these articles or quotes without consulting a lawyer who could provide analysis and advice on a specific matter.

© 2024-25 Audiri Vox

This Newsletter is published by Audiri Vox at 309 Churchill Tower Business Bay, P.O. Box 415116 Dubai-Untited Arab Emirates 7th February, 2025.