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MIDDLE EAST – ASIA – AFRICA

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## In This Issue

- NEGOTIATION OF TRADEMARK COEXISTENCE AGREEMENTS: A STRATEGIC LEGAL TOOL – PART 2
- AIPPI IN ZAGREB: A SHORT YET IMPACTFUL GATHERING OF GLOBAL IP EXPERTS
- IP UPDATES



- By Ananya Sinha

## NEGOTIATION OF TRADEMARK COEXISTENCE AGREEMENTS: A STRATEGIC LEGAL TOOL – PART 2

In the first part of the article, we discussed the rising importance of trademark coexistence agreements as businesses face more trademark disputes in the global market. These agreements offer a proactive, cost-effective solution, allowing companies to manage similar or identical trademarks without resorting to litigation. They help preserve brand identities, prevent brand dilution, and provide flexibility in situations like geographic segmentation or different product categories. We also examined the role of international legal frameworks, such as the Madrid Protocol and TRIPS Agreement, in shaping the enforceability of these agreements. The article emphasized the need for businesses to navigate jurisdictional differences when crafting coexistence agreements to ensure legal compliance across multiple markets.

Now, let's delve into how these agreements are applied in practice, examining key case studies and further exploring the legal elements of coexistence agreements.

### LICENSING AND ASSIGNMENT CLAUSES

Licensing and assignment clauses are essential in trademark coexistence agreements, providing clear guidelines on how and when trademarks can be used or transferred. In such agreements, it's important to specify the conditions under which trademarks may be licensed to third parties. Typically, licensing involves granting permission for one party to use a mark under certain

conditions, such as geographical limitations or specific product categories. It's crucial to define these boundaries to prevent market overlap and minimize potential conflicts.

Additionally, when addressing trademark assignments, the agreement should clearly outline the circumstances under which a trademark can be transferred to another party. This helps preserve the integrity of the agreement and ensures that the rights and responsibilities related to the mark are maintained.

An often-overlooked aspect in licensing agreements is exclusivity. While exclusive licenses grant one party sole usage rights, coexistence agreements usually aim to avoid exclusivity to preserve competition and market balance. Including non-exclusive licensing terms can help ensure that both parties can use their marks in their respective territories without causing confusion or consumer harm.

### DISPUTE RESOLUTION AND ARBITRATION CLAUSES

Dispute resolution clauses are particularly important in trademark coexistence agreements, given that trademark conflicts can arise due to market changes, misunderstanding of usage rights, or infringement issues. It's beneficial to include multiple forms of dispute resolution, such as mediation, arbitration, and traditional litigation, to ensure flexibility and efficiency.

Arbitration, in particular, is a preferred method for resolving trademark disputes, especially in cross-border situations where the parties are located in different jurisdictions. It offers a quicker, more cost-effective alternative to court proceedings, allowing for a neutral third party to resolve the dispute in accordance with agreed-upon rules.

Moreover, incorporating pre-emptive dispute resolution clauses can be a wise move. These provisions enable the parties to agree on how potential conflicts will be handled in advance, reducing the need for litigation and providing a clear framework for addressing disagreements as they arise. This proactive approach can help save both time and resources in the event of a dispute.

### TERMINATION, AMENDMENTS, AND RENEWAL CLAUSES

A well-drafted termination clause is essential in any trademark coexistence agreement, as it outlines the

conditions under which the agreement can be ended. These conditions might include significant changes in market conditions, non-compliance with agreement terms, or a party's failure to uphold its obligations. A clear termination clause helps protect the interests of all parties involved and ensures that the agreement remains enforceable throughout its term.

Additionally, it's important to address amendments and renewals. Trademark coexistence agreements are often subject to change as market dynamics evolve. Defining the process for amending the agreement whether through mutual consent or automatic renewal ensures that the agreement remains relevant and fair to both parties. Automatic renewal provisions can help avoid gaps in protection, but they should be balanced with the need for re-negotiation to address any evolving circumstances or changes in the relationship between the parties.

One critical element to consider in termination clauses is the force majeure provision. This clause covers unforeseen events, such as natural disasters, regulatory changes, or the cessation of business by one of the parties, that might make the continuation of the agreement impossible or impractical. Including a robust force majeure clause helps both parties understand their rights and responsibilities in case of such events.

#### Key Considerations When Drafting Force Majeure Clauses:

1. The clause should clearly define what constitutes a force majeure event and any exclusions (e.g., economic downturns or predictable weather events may not qualify).
2. The agreement should specify how and when the affected party must notify the other of a force majeure event, including any evidence required to substantiate the claim.
3. The clause should require the affected party to take reasonable steps to minimize the impact of the force majeure event on the agreement.
4. Define how long the force majeure relief applies and under what conditions the agreement can be terminated if the event continues indefinitely.

#### CASE LAWS

##### Synlait Milk Limited (CNIPA, 2019):

In 2019, Synlait Milk Limited, a prominent dairy company, faced a trademark registration challenge in China concerning its application for the mark "NEW LAITE".

The China National Intellectual Property Administration (CNIPA) initially refused the registration, citing potential confusion with pre-existing trademarks. Synlait submitted a notarized and legalized trademark coexistence agreement, also known as a letter of consent, from the owner of the cited trademarks, indicating no objection to Synlait's registration. Despite this, the CNIPA maintained its refusal, emphasizing the high similarity between the marks and the likelihood of public confusion.

Synlait appealed the decision, and the case eventually reached the Supreme People's Court (SPC) of China. In a significant ruling, the SPC overturned the previous refusals, accepting the coexistence agreement as a valid factor in assessing the likelihood of confusion. The court emphasized that such agreements, when properly executed, should be given considerable weight, especially when the parties involved have clearly delineated their respective rights and uses of the trademarks in question.

The SPC's acceptance of the coexistence agreement in Synlait's case underscores the potential effectiveness of such agreements in resolving trademark disputes in China. By acknowledging the letter of consent, the court allowed Synlait to proceed with its trademark registration, thereby avoiding prolonged litigation and fostering a collaborative resolution between the involved parties.

The Synlait case has had a notable impact on trademark practices in China, particularly concerning the evidentiary value of letters of consent. Historically, Chinese trademark authorities were reluctant to accept coexistence agreements, prioritizing the prevention of public confusion. However, this case signalled a shift towards a more flexible approach, aligning with international practices and providing foreign companies with a clearer pathway to secure trademark rights through mutual agreements.

This development is especially pertinent in China's rapidly evolving market, where trademark laws are continually adapting to accommodate the complexities of global trade and intellectual property rights. The Synlait decision has encouraged a more nuanced consideration of coexistence agreements, offering foreign entities greater confidence in navigating China's trademark registration process.

##### ALDI Investment Co., Ltd. (CNIPA, 2020):



ALDI Investment Co., Ltd. applied to register the trademark "ALMAT" for products in Class 3, including laundry detergents. The China National Intellectual Property Administration (CNIPA) rejected the application, citing its similarity to the pre-existing "ALMAY" trademark owned by Ralph Lauren Corporation, which covered similar goods. Both trademarks consisted of five letters, sharing the first four letters "ALMA," differing only in the final character. This high degree of similarity led to concerns about potential consumer confusion regarding the origin of the products.

ALDI Investment Co. submitted a trademark coexistence agreement, indicating that Ralph Lauren Corporation consented to the registration of "ALMAT." Despite this, the CNIPA maintained its refusal, emphasizing the likelihood of public confusion due to the similarity between marks. The case was subsequently appealed to the Supreme People's Court (SPC) of China. The SPC upheld the CNIPA's decision, stating that while coexistence agreements reflect the parties' intentions, they do not automatically eliminate the possibility of consumer confusion under trademark law. The court concluded that, given the similarity of the trademarks and the goods, the potential for public confusion remained high, rendering the coexistence agreement insufficient to permit registration.

This case underscores the critical importance of establishing clear and distinct trademark boundaries, especially when entering markets with stringent trademark regulations like China. The refusal to accept the coexistence agreement highlights that such agreements must not only reflect the consent of the parties involved but also ensure that the coexistence of similar trademarks does not lead to consumer confusion. Therefore, when negotiating coexistence agreements, it is essential to consider the perspective of regulatory authorities and the potential impact on the public.

International brands like ALDI face significant challenges when entering foreign markets with distinct legal frameworks, such as China. The ALDI case demonstrates that even with a coexistence agreement, regulatory authorities may reject trademark registrations if there is a perceived risk of consumer confusion. This highlights the necessity for international brands to: Conduct Thorough Trademark Searches, Engage in Proactive Negotiations, and Consult Local Legal Expertise. By adopting these strategies, international brands can better protect their trademarks and ensure successful market entry, minimizing legal disputes and fostering positive consumer relationships.

## CONCLUSION

Trademark coexistence agreements are far more than legal formalities; they are strategic business tools that enable companies to collaborate while safeguarding their intellectual property. As illustrated in cases these agreements help navigate complex markets by defining clear trademark boundaries. When executed thoughtfully, they allow businesses to avoid costly litigation, expand their markets, and coexist in ways that benefit all parties involved.

Such agreements reflect mutual respect for intellectual property and provide a framework for managing potential overlaps without compromising brand identity. In emerging markets like China, where trademark laws are rapidly evolving, coexistence agreements offer a viable solution to reconcile differences while adhering to strict regulatory frameworks.

Looking ahead, trademark coexistence agreements must evolve to address the increasing complexities of globalization and the digital economy. As businesses expand into virtual spaces—such as domain names, e-commerce platforms, and social media—trademark conflicts are likely to arise in new forms. Future agreements will need to account for these digital dimensions, ensuring protection in virtual environments where brand presence is as critical as in physical markets.

Moreover, with global trade fostering cross-border collaborations, the need for harmonized trademark practices will grow. Multinational agreements could become standard, incorporating provisions for dispute resolution, digital brand use, and periodic reviews to adapt to technological advancements.



## AIPPI IN ZAGREB: A SHORT YET IMPACTFUL GATHERING OF GLOBAL IP EXPERTS

AIPPI has organized its 3rd Mid-Term meeting in Zagreb, Croatia on February 20-21, 2025. Our global head of patents, Mr. Divyendu Verma, has attended the meeting after completing his meetings in Brussels for INTA Design Reform discussions and our client's meetings in Düsseldorf and Munich. The gathering was short but sweet with over 300 attendees. We had a pre-meeting reception hosted by AIPPI-Croatia National Group which was perfectly planned with Croatian foods and drinks. Not to mention amazing music.



On February 20, 2025 AIPPI started with the Standing Committee Summit where chairs of various committees has provided the summary of the committee work in last one year as well as highlighting the special event. This year the Design Committee stood out among all the standing committees due to the phenomenal work done by the committee and in particular, chair of the committee - Christopher Carani (Chris) during the recently concluded Design Law Treaty (DLT) in Riyadh in November 2024. We are also proud to say that Mr. Verma played an instrumental role in DLT, which have been reported on several occasions by us.



Further, the Standing Committee on Information Technology and the Internet has an informal session where Mr. Verma has joined along with Stefan, Kiyoshi, Simona and Mical. This informal meeting has been conducted to review the work done by committee members and future work in Pipeline. Standing lunch was provided by AIPPI where the attendees hosted over Croatian delicacy. Subsequently, the Design Standing Committee has its meeting which was well represented by Mr. Verma. The day ended with party by Young AIPPI members committee.

February 21 was started with important panel discussion on AI & Copyright followed by standing lunch. In the evening, AIPPI Bureau hosted a reception for attendees where the bar was handled by AIPPI Bureau members. We were served with amazing drinks and the Mid-term meeting concluded with AIPPI Soirée.



February 22 was excursion day where we have explored the Zagreb city on foot and the tour was concluded with fantastic lunch in Zagreb downtown. All in all, it was amazing meeting and before we departed from Zagreb, we promised to see everyone in September 2025 in Yokohama during AIPPI Annual meeting.

## IP UPDATES

### LIBYA: LIBYA TRADEMARK RENEWAL FEES AND REQUIREMENTS UPDATES



The Economy and Commerce Ministerial Resolution No. 586 of 2024, effective November 27, 2024, and confirmed in a meeting with Ministry officials on **February 3, 2025** has issued

guidelines that the renewal fee for foreign trademark owners is set at USD 2,000 per year for a single trademark in one class. Trademark owners have the flexibility to either pay the full ten-year renewal fee of USD 20,000 in one lump sum or opt for annual installments. The first installment must be paid at the time of renewal, while subsequent payments are due annually on or before the renewal date. A six-month grace period applies only to the first renewal. It is important to note that this annual payment option is not explicitly stated in the decree amendment.

Following the renewal process, the Trademark Office will electronically publish the renewal application and issue a certificate. This certificate serves as official confirmation that the renewal has been recorded and is accessible to all relevant parties. However, where payment is made in installments, the annual renewal fee remains mandatory to maintain the validity of the registration.

Arabic translations remain mandatory for all relevant documents. If the translation is attached to the original documents before legalization, no further translation is required. However, if the translation is not provided in advance, there will be a need to arrange for a local translator, which will result in additional costs.

A newly legalized Power of Attorney and Certificate of Incorporation must be submitted annually.

### IRAQ: IRAQ: LOCAL SUBCLASSIFICATION DROPPED



The Iraqi Trademark Office (TMO) has officially ceased the use of local subclassifications—commonly known as the alphabetical numbering of class headings—following its

implementation of the 11th edition of the Nice Classification on January 19, 2025.

Under this revised system, applicants are now required to specify the basic (serial) number assigned to pre-approved goods or services as outlined in the 11th edition of the Nice Classification. Class headings can no longer be claimed, and custom-written specifications are not allowed. For trademark renewals and recordal changes, applications must now include a reclassification request to transition from the previously applied 7th edition to the newly adopted 11th edition.

This change represents a significant development in Iraq's trademark registration system, bringing it into closer alignment with international classification standards.

### SOUTH SUDAN: SECURING YOUR BRAND IN SOUTH SUDAN: WHAT YOU NEED TO KNOW ABOUT PROTECTING YOUR BRAND IN SOUTH SUDAN



South Sudan, which became an independent nation in 2011, is currently working on developing its legal framework, including for Intellectual Property. The

Trademarks Bill of 2013 ("the Bill") is still under review by Parliament and, once passed, will set out the processes for filing, prosecuting, and registering trademarks.

In the meantime, the Ministry of Justice in South Sudan started accepting trademark applications in 2014, operating under the Sudanese Trade Mark Law No. 8 of 1969 ("the Sudanese Act"). However, this process was paused by the Deputy Registrar until 2023 when the Ministry allowed MTN Group (a mobile telecommunications company) to reserve a trademark. Currently, the Ministry is once again accepting trademark reservation applications in South Sudan. Given that the relevant legislation has not yet been enacted, the Ministry has not set formal requirements for these reservation applications, but it retains the discretion to allow brand owners to submit applications on a case-by-case basis.

Trademark reservations involve recording the details of the mark in the registry database. Once the Bill is passed, these reserved marks will prevent others from registering similar or identical trademarks. Reserved trademarks will be eligible for full registration once the Bill becomes law, unless the Ministry decides to accept trademark applications before that time. It is important to note that reserved marks will need to be re-filed once the Bill is enacted, and the reservation filing date will not serve as the priority date for the new application.



This trademark reservation process is a step forward in protecting the interests of trademark owners in South Sudan, providing temporary legal protection until the Bill is enacted. Additionally, all trademarks registered prior to South Sudan's independence are deemed invalid. Trademark applications and registrations filed under the Sudanese Act are suspended until the new law is passed.



## PATENTS CASES



**KONINKLIJKE PHILIPS N.V. (Plaintiff) vs. MAJ (RETD) SUKESH BEHL & ANR AND OTHERS (Defendants)**

CASE NO.: CS(COMM) 423/2016 & I.As. 18701/2014, 20810/2014, 3550/2021

**KONINKLIJKE PHILIPS N.V. (Plaintiff) vs. G.S KOHLI & ORS (Defendants)**

CASE NO.: CS(COMM) 499/2018 & I.As. 3258/2017, 3509/2021

**KONINKLIJKE PHILIPS N.V. (Plaintiff) vs. SURINDER WADHWA & ORS (Defendants)**

CASE NO.: CS(COMM) 519/2018 & I.As. 10541/2012, 16494/2018, 3549/2021

DECIDED ON: 20th February 2025



The present suit has been filed by the plaintiff seeking permanent injunction prohibiting the defendants from infringing the plaintiff's patent. The plaintiff alleged that the defendants have been engaged in large scale DVD replication using the plaintiff's patented technology without a license. The plaintiff states that the defendants directly involved the plaintiff's patented EFM+ encoding, deliberately infringing the plaintiff's patent. The defendants acknowledge replicating DVDs but denied infringement of the plaintiff's patent, claiming that the steps involved in the replication process are different from as disclosed in plaintiff's patent. Further, the defendants challenged the validity of the plaintiff patent.

The Hon'ble Delhi High Court examined the procedural aspects of the plaintiff's patent and accepted the validity of the patent. The Hon'ble Court ruled that the defendant was infringing the plaintiff's patented EMF+ modulation technology and granted a permanent injunction restraining the defendant from further infringing the plaintiff's patent.

The Hon'ble Court ordered the defendant to pay damages for past infringements and directed the respondent to bear the legal cost incurred by the plaintiff.

**F HOFFMANN-LA ROCHE LTD & OTHERS (Plaintiffs) vs. DRUGS CONTROLLER GENERAL OF INDIA (DCGI) & OTHERS (Defendants)**

CASE NO.: I.A. 5639/2022 In CS(COMM) 540/2016

**ROCHE PRODUCTS(INDIA) PRIVATE LIMITED AND OTHERS (Plaintiffs) vs. ZYDUS LIFESCIENCES LIMITED AND OTHERS (Defendants)**

CASE NO.: I.A. 2192/2022 In CS(COMM) 1119/2016

DECIDED ON: 18th February 2025



In the present suit, the plaintiff seeks relief of permanent injunction restraining the defendant 3 (Hetero Drugs Limited) and defendant 1 (Cadila Healthcare Limited) from launching, selling, marketing and/or distributing any purported bio-similar version of the plaintiffs' approved drug 'bevacizumab' and 'trastuzumab' and also raised concern regarding the invalid approval granted by the DCGI to defendant 1 and 3.

The plaintiffs argued that the defendants cannot claim protection of the International Non-Proprietary Name (INN) due to lack of bio-similarity between the defendants' drugs and the plaintiffs' drugs. The plaintiff alleged that the approval granted by DCGI is invalid as it has been obtained by suppressing and distorting material facts. The plaintiff further argued that the defendants have failed to produce application forms and the test results of the defendant's drugs at every stage. The defendant counter argued that the defendant's drug is approved to be bio-similar by the DCGI according to the Bio-similar Guidelines. The defendants also stated that the plaintiffs' patents have expired and is now an INN, therefore plaintiffs cannot claim monopoly over the same.

The Hon'ble Delhi High Court observed the following matter and stated that *"I am unable to accept the submissions of the defendants that the aforesaid discovery of documents is in the nature of roving and fishing enquiry to obtain sensitive and confidential information"*. The Hon'ble Court directed to form a confidentiality club in both the suits who will be bounded by the protocol as mentioned in the Rules. The Hon'ble Court concluded that the present observation is only limited to deciding the present applications and have no contribution to the final outcome of the suit.

**MR ABHISHEK SHARMA & ANR. (Appellant)  
vs. ASSISTANT CONTROLLER OF PATENTS AND  
DESIGNS (Respondent)**

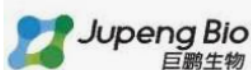
CASE NO.: C.A.(COMM.IPD-PAT) 4/2025, I.A.  
3780/2025 & I.A. 3781/2025  
DECIDED ON: 13th February 2025

The appellant has filed an appeal against the respondent for rejecting the appellant's patent application under Section 2(1)(j) of the Patents Act. The appellant has filed an appeal along with the condonation of delay of 701 days as the appellant was following up with the respondent for re-examining the appellant's patent application. The appellant submits that the patent application has been granted in Germany.

The Hon'ble Delhi High Court observed that the appellant has not filed or submitted any details regarding the patent application that has been granted in Germany. The Hon'ble Court stated that the respondent has correctly observed and passed a well-reasoned order that the present invention fails to solve any technical problem and therefore cannot qualify as an invention under Section 2(1)(j) of the Patents Act. The Hon'ble Court concluded by dismissing the present appeal on the ground of delay as well as on the merits of the appellant's patent application.

**JUPENG BIO (HK) LIMITED (Appellant) vs.  
THE CONTROLLER OF PATENTS AND  
DESIGNS (Respondent)**

CASE NO.: CMA(PT)/9/2023  
DECIDED ON: 4th February 2025



The appellant has filed an appeal against the respondent for rejecting the appellant's patent application on the grounds of

lack of novelty, non-patentability under section 3(d) of the patent act, and lack of inventive step. The appellant contended that the impugned order passed by the respondent is completely unreasoned and cannot be sustained. The appellant further argued that in the appellant's patent application the process generates yield at least 10 gram ethanol/(L-day) on the first day unlike in the cited prior art D7. The respondent counter argued the appellant's patent application lacks novelty in view of the cited prior art D7.

The Hon'ble Madras High Court observed that the respondent failed to provide any reason for how the appellant's patent application falls within the scope of section 3(d) of the Patent Act, as section 3(d) has multiple limbs. The Court has also noted that the respondent has failed to consider and record findings on the contentions of the appellant. The Hon'ble Court concluded by directing reconsideration of the matter and providing a reasonable opportunity to the appellant.

**GILEAD SCIENCES INC. (Petitioner) vs.  
UNION OF INDIA, AND OTHERS (Respondents)**

CASE NO.: W.P. No.7449 of 2022  
DECIDED ON: 19th December 2024



In the present case a writ petition has been filed by the petitioner challenging the impugned hearing notice filed by the 4th respondent (Low Cost Standard

Thereapeutics) in the post grant opposition. The petitioner argued that the impugned hearing notice violated statutory provisions of the Patents Act, 1970 and its Rules. The petitioner also argued that they did not even get an opportunity to produce evidence. The 4th respondent (Low Cost Standard Thereapeutics) does not object to the prayer sought for the writ petition and suggest to send the matter back to the learned controller of patent to decide on petitioner's patent application by filing the additional documents along with the expert affidavit.

The Hon'ble Madras High Court analyzed that since no prejudice would be caused to any party, the Hon'ble Court quashed the impugned hearing notice and opposition board's recommendation. The Hon'ble Court ordered the petitioner and the 4th respondent (Low Cost Standard Thereapeutics) to produce evidence in support of their respective contentions before the 3rd respondent (The Deputy Controller of Patents & Designs). The 2nd respondent (The Controller of Patents & Designs) and 3rd respondent (The Deputy Controller of Patents & Designs) were directed to pass final orders in the post grant opposition filed by the 4th respondent (Low Cost Standard Thereapeutics). The Hon'ble Court further directed that the respondents shall obtain fresh recommendations from the respondents opposition Board constituted by the Patent office.



## TRADEMARK CASES


**HAVELLS INDIA LIMITED (Plaintiff) vs. CAB-RIO  
INDUSTRIES & ORS. (Defendants)**

CASE NO.: CS(COMM) 995/2024 & I.A. 44614/2024  
DECIDED ON: 17th February 2025

The present suit has been filed by the plaintiff seeking relief of interim injunction restraining the defendants from infringing and passing off the trademark of the plaintiff.



The plaintiff are the registered proprietor of the mark “REO” since 2012 which was also declared well-known by Delhi HC. Whereas the defendants are engaged in the business of manufacturing and selling identical products as that of the plaintiff viz. electrical cables/wires who are also registered proprietors of the impugned mark “CAB-RIO” since 2017.

The Hon'ble Delhi High Court held that, the prominent part of the defendants impugned mark “CAB-RIO” is “RIO” which is phonetically and structurally very close to plaintiff's mark “REO”. The Hon'ble Court also found that one of the defendants' marks “ also

very similar to plaintiff's mark  Hence,

the adoption of the impugned mark/logo by the defendants is not bonafide and it appears the same has been adopted to ride on the goodwill and reputation of the plaintiff. Therefore, the Hon'ble Delhi High Court granted the interim injunction in the favour of the plaintiff against the defendants, as the plaintiff were successful in establishing a prima facie case of infringement, passing off and balance of convenience also lied in their favour.

**TATA POWER SOLAR SYSTEMS LIMITED & ANR. (Plaintiffs)  
vs. WWW.TATAPOWERSOLARDEALERSHIP.CO.IN & ORS.  
(Defendants)**

CASE NO.: CS(COMM) 419/2024, I.A. 29729/2024, I.A. 35874/2024 & I.A. 41465/2024  
DECIDED ON: 13th February 2025

The present suit has been filed seeking relief of permanent injunction restraining the defendants from infringing the trademark of the plaintiffs, passing off their goods and services as that of the plaintiffs, along with other ancillary reliefs.

The plaintiffs have been using 'TATA' and 'TATA POWER SOLAR' formative trademarks since February 2020. The plaintiff no.2 is the registered proprietor of the trademark 'TATA POWER SOLAR' and its formative marks under different classes in India whereas Defendants 1 to 18 are registrants of imposter domain names of TATA formative marks.

The Hon'ble Delhi High held that the defendants have slavishly copied the plaintiffs' registered and well-known trademark 'TATA' and 'TATA POWER SOLAR' formative marks and the products of the said defendants bearing the impugned marks are being used for identical services, i.e. solar energy solutions. Hence, a decree of permanent injunction was passed in favour of the plaintiffs as they were successful in establishing a clear case of infringement and passing off.

**SVAMAAN FINANCIAL SERVICES PRIVATE LIMITED  
(Plaintiff) vs. SAMMAAN CAPITAL LIMITED & ORS  
(Defendants)**

CASE NO.: I.A. 41270/2024, I.A. 43249/2024 and  
CRL. M.A. 32198/2024 IN CS(COMM) 871/2024  
DECIDED ON: 10th February 2025

The present suit has been filed by the Plaintiff seeking permanent injunction restraining the defendants and its representatives from use of deceptively similar mark(s) as of the Plaintiff's registered Trade mark “SVAMAAN”.

The plaintiff has been the registered proprietor of the SVAMAAN marks since 2019. Defendant no.1 has also applied for registration of the SAMMAAN marks with respect to identical services. The defendants were previously running their business under the name “INDIABULLS” and only recently in February 2024 applied for a change in their business name from “INDIABULLS” to “SAMMAAN”.

The Hon'ble Delhi High Court held that the impugned mark “SAMMAAN” of defendants is deceptively similar to the Plaintiff's mark “SVAMAAN” as the only difference between them is deleted letter “V” and an added letter “M” in Defendants mark. There is a likelihood of confusion, also both the marks are based on similar semantic theme i.e., 'respect' as “SAMMAAN” means respect whereas “SVAMAAN” means “self-respect”, hence plaintiff being the prior adopter the of the mark “SVAMAAN”, was granted injunctive relief against the defendants.

**SIR RATAN TATA TRUST & ANR. (Plaintiffs) vs.  
DR. RAJAT SHRIVASTAVA & ORS. (Defendants)**

CASE NO.: CS(COMM) 104/2025 & I.A. NOS. 3238/2025, 3239/2025, 3240/2025, 3241/2025 & 3242/2025  
DECIDED ON: 7th February 2025

The present suit has been filed by the Plaintiffs restraining the defendants owing to their unauthorized use of the Plaintiff's registered Trade mark 'TATA' and 'TATA TRUSTS', Plaintiff's copyright in the logo and the well-known personal name of late Ratan Tata and his photograph



The Plaintiff's sometime in December 2024 found out that the defendants were unauthorizedly using the well-

known personal name **RATAN TATA** to host a misleading and unauthorized event by the name of “**THE RATAN TATA NATIONAL ICON AWARD 2024**” at the Maharashtra Sadan, New Delhi on 10th December 2024 for which they were charging Rs.3000 from Indian nationals and 100USD from foreign nationals for membership. Despite several notices and putting several comments on Defendants social media pages, defendants went on to use the above said well-known name of **RATAN TATA**.

The Hon'ble Delhi High Court held that this is a clear case of fraud and misusing the well-known name and trade mark(s) of Plaintiff's to defraud the public into paying them nomination fee. Since, the counsels for Plaintiff's gave up their prayer for costs and damages, the defendants were directed to file an affidavit with respect to their undertaking that they shall not use the mark **TATA** or **TATA TRUST** unauthorizedly, or deal with the marks of the plaintiffs, including, the name and photograph of late Mr. Ratan Tata in any manner whatsoever.

#### **APEX LABORATORIES PVT. LTD. (Plaintiff) vs. MACLEODS PHARMACEUTICALS LIMITED (Defendant)**

CASE NO.: C.S (Comm. Div.) No.232 of 2020

DECIDED ON: 25th January 2025

The present case is filed by plaintiff seeking a permanent injunction against defendant from infringing its registered trademark '**BILTEN**' or any other trademark deceptively similar to the plaintiff's registered trademark.

The plaintiff holds registration of mark '**BILTEN**' which was adopted in June 2019 and applied for registration on 25th July 2019. Bilten contains “**Bilastine**” as its main ingredient, which is an antihistamine. Whereas the defendant asserts that they adopted the impugned trademark “**BELATIN**” in May 2019 and applied for registration on 22nd June 2019 which is still pending registration.

The Hon'ble Madras High Court held that plaintiff having placed the registration certificate before Hon'ble Court has to be considered as the prior adopter, as defendant didn't start the commercial use of the impugned mark up until February 2020. The Hon'ble Court further stated that given the common origin of both the trade marks from the API, there is a deceptive similarity. On defendants' defense of honest and concurrent use, the Hon'ble Court stated that defense of honest and concurrent use is not available to a defendant in an action for infringement. Hence, granting injunction to the plaintiff.

#### **AUDIRI VOX IS EXHIBITING AT INTA**

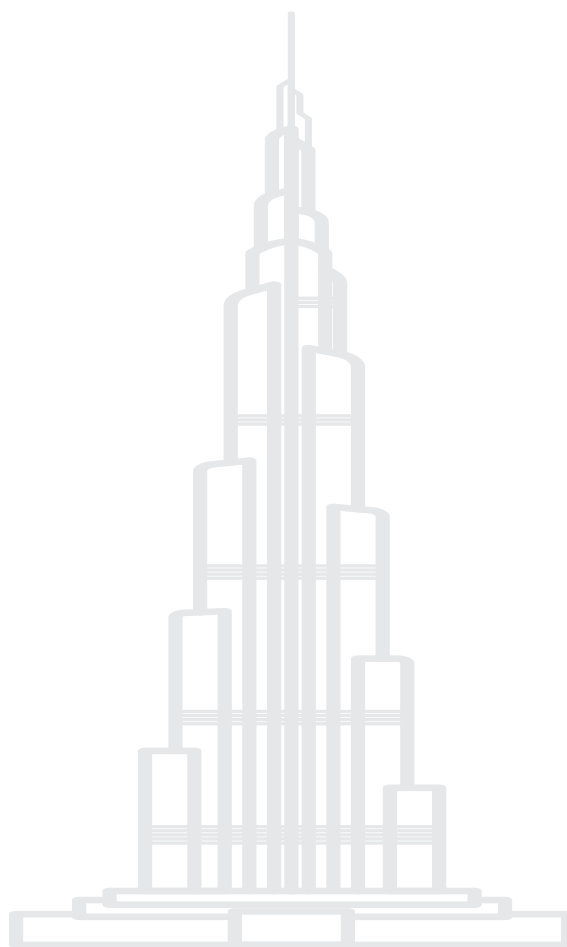
We are thrilled to announce that Audiri Vox will be participating as an Exhibitor at the 2025 INTA Annual Meeting in San Diego from May 17-21, 2025!

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**



Meet us at Booth 1254





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