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AUDIRI VOX AT INTA 2026 ANNUAL MEETING – LONDON

Audiri Vox is pleased to announce that we will be participating in the 2026 INTA Annual Meeting, taking place in London, England, from May 2–6, 2026. The INTA Annual Meeting is the world's leading gathering of trademark and brand protection professionals, bringing together more than 10,000 IP practitioners, business leaders and policymakers from over 100 jurisdictions.

We invite our clients, associates and friends to visit us at Booth No. 1840 in the Exhibition Hall to discuss trademark, patent, design and broader IP strategies across the Middle East, North Africa, and Asia. Representing Audiri Vox this year are Sarmad Manto – Managing Partner, Divyendu Verma – Global Head of Patents & Designs and Abdullah Manto (Associate, IP Department).

Our team will be available throughout the Meeting for scheduled one to one discussions, networking and exploring new collaboration opportunities. To arrange a meeting in advance or to receive our detailed INTA schedule, please contact any of the above delegates or email us at global@audirivox.com.
We look forward to meeting you in London at INTA 2026.

Abdullah Hasan Manto
Associate - Audiri Vox

RECALIBRATING CIVIL LAW: A DOCTRINAL AND COMMERCIAL ANALYSIS OF THE UAE'S NEW CIVIL CODE

Reform as Risk Redistribution

Civil codes do more than regulate transactions. They allocate risk. With the enactment of Federal Decree-Law No. 25 of 2025 issuing the Civil Transactions Law, set to enter into force on 1 June 2026, the United Arab Emirates has undertaken its most significant reform of civil law since the promulgation of Federal Law No. 5 of 1985.

The reform does not displace the civil-law foundations of the UAE legal system. Rather, it revisits core principles governing capacity, contractual formation, interpretation, civil liability, sale, and works contracts, while introducing clearer structures for corporate and professional civil relationships. The key question, however, is not simply what has changed. It is how those changes redistribute legal certainty, bargaining power, and commercial exposure.

The 1985 Civil Code was drafted in a different economic environment: one characterised by emerging markets, developing commercial institutions, and a civil-law framework strongly influenced by foreign jurisprudence. The UAE of 2026 is a mature, globally integrated jurisdiction with sophisticated financial markets, complex project structures, and multinational commercial actors.

The New Civil Transactions Law reflects that evolution. It preserves the civil-law foundations of the UAE system while recalibrating doctrines that, in practice, have shaped negotiation behaviour, litigation strategy, and contractual drafting for decades.

This article analyses the reform through five structural lenses:

1. Contract interpretation and judicial methodology
2. Pre-contractual liability and negotiation conduct
3. Capacity and enforceability reform
4. Sale, defect, and limitation adjustments
5. Works contracts, hardship, and risk balancing

It concludes by examining transitional risk and the likely trajectory of early litigation under the new framework.

From Formalism to Structured Contextualism in Contract Interpretation

One of the most consequential aspects of the reform lies in the codified approach to interpretation. Under the 1985 Civil Code, interpretation followed a broadly familiar civil law model: clear wording prevailed; ambiguous provisions permitted inquiry into intention; custom and commercial practice could be considered where relevant. While principled, the framework left considerable room for judicial evaluation of surrounding circumstances and commercial practice.

The New Civil Transactions Law appears to adopt a more structured methodology. It retains the primacy of clear text but provides more explicit guidance on interpretive tools and sequencing where ambiguity arises.

This shift does not revolutionise interpretation doctrine. It refines it. The likely practical effect is twofold:

1. Where contractual language is clear, courts may exhibit reduced willingness to depart from textual meaning in favour of equitable reinterpretation.
2. Where ambiguity exists, courts may adopt a more disciplined analytical structure when examining commercial context, conduct, and purpose.

In commercial litigation, this narrows the strategic value of aggressive literalism while simultaneously reducing uncertainty in well drafted agreements.

Does this increase predictability or expand judicial discretion? The answer depends on drafting quality. Sophisticated, internally coherent contracts are likely to benefit from the new Law's structured interpretive approach. Poorly drafted or internally inconsistent agreements may face deeper contextual scrutiny. In this sense, the reform shifts risk toward parties who rely on boilerplate or inconsistent drafting and away from those who invest in precision.

Pre-Contractual Liability: The Codification of Negotiation Risk

Perhaps the most commercially significant reform concerns the codification of duties in pre- contractual conduct. While the 1985 Code recognised good faith as a governing principle in performance, it did not systematically codify liability arising from bad-faith negotiations. The 2025 Law introduces explicit obligations of good faith during negotiation and establishes potential liability for unjustified termination or failure to disclose material information.

By extending enforceable duties into the negotiation phase, the 2025 Law enlarges the zone of civil accountability. Disputes may arise not only from executed agreements but from aborted negotiations. While such doctrines exist in comparative civil law systems, their formalisation within the UAE context marks a structural recalibration.

There are clear benefits. The codification of negotiation standards promotes transparency, deters opportunistic conduct, and aligns the UAE more closely with global civil-law norms.

However, the reform may also generate evidentiary disputes concerning what constituted "material" information, when negotiations became sufficiently advanced to trigger liability, and whether termination was commercially justified. In sophisticated transactions, parties may increasingly rely on non-binding heads of terms, express reservation of rights clauses, and structured disclosure protocols.

The New Law therefore incentivises procedural discipline in negotiations. From a risk allocation perspective, this shifts exposure toward parties who engage aggressively in exploratory negotiations without formal documentation.

Capacity Reform: Lowering the Age of Majority to 18

The reduction of civil majority to 18 years represents a clear alignment with widely adopted international standards. Under the previous framework, civil majority was described as 21 years, creating occasional uncertainty in commercial dealings involving younger individuals.

The reform increases enforceability against younger contracting parties and correspondingly reduces capacity-based challenges. In commercial practice, this simplifies contracting processes in sectors such as banking, real estate leasing, and employment.

While the change enhances certainty, it also raises questions about consumer protection and imbalance. Greater enforceability against younger adults may increase exposure in high-risk consumer contexts. Businesses operating in youth-facing markets should consider whether enhanced disclosure, cooling off periods, or transparency mechanisms are advisable. The reform simplifies capacity doctrine but increases responsibility in transactional practice.

Sale Contracts and Latent Defects: Extending the Limitation Horizon

The New Law modernises provisions governing sale, including clearer treatment of defects and extension of the limitation period for latent defect claims from six months to one year from delivery (unless otherwise agreed).

The extension modestly shifts risk toward sellers by enlarging the temporal window for claims. In sectors such as construction materials, equipment supply, and property transactions, the extended period may influence pricing, warranty drafting, and insurance structuring. The reform is evolutionary rather than radical, yet commercially consequential.

Works Contracts (Muqawala): Hardship and Contractual Equilibrium

The UAE's construction-heavy economy makes works contracts particularly significant.
The New Law refines provisions governing muqawala contracts, including termination rights, responsibility allocation, and judicial power to restore equilibrium in exceptional circumstances.

The new law refines the treatment of muqawala contracts while operating alongside the UAE's hardship doctrine, which already permitted judicial adjustment of oppressive obligations in exceptional circumstances under the 1985 Civil Code. The reform therefore modernises the surrounding framework rather than introducing judicial rebalancing for the first time.

In long-term infrastructure and development projects pricing assumptions, force majeure clauses, and escalation provisions will likely be drafted with heightened awareness of judicial rebalancing powers. The reform strengthens doctrinal clarity but may initially increase litigation testing the boundaries of hardship.

Sale of Disputed Rights and Judicial Integrity

The introduction of explicit restrictions preventing judges, prosecutors, and involved legal professionals from acquiring disputed rights reflects a policy emphasis on judicial integrity.

While such conduct was unlikely to be common, codification signals zero tolerance for conflicts of interest. From a doctrinal standpoint, this is less transformative than symbolic. From a governance perspective, it reinforces institutional trust.

Structural Themes Emerging from the Reform

Three overarching shifts can be identified:

1. Formalisation of Good Faith Beyond Performance: Good faith moves from a general interpretive principle to an operational standard governing negotiation conduct.
2. Incremental Buyer and Counterparty Protection: Extended defect periods, structured disclosure obligations, and interpretive clarity modestly rebalance risk.
3. Greater Judicial Methodological Guidance: The New Law provides clearer interpretive sequencing, suggesting an effort to enhance consistency and predictability.

None of these shifts are revolutionary. Together, however, they meaningfully recalibrate private law exposure.

Transitional Risk and Early Litigation Forecast

The entry into force of the 2025 Law raises transitional questions concerning the treatment of long-term contracts executed under the 1985 Code but performed after June 2026, the application of pre-contractual duties to negotiations that began before the effective date, and potential divergence in early judicial interpretation of the new provisions.

Nevertheless, early judicial interpretation will likely clarify the boundaries of temporal applicability. Transitional litigation may therefore shape the practical contours of the reform.

Businesses would be well advised to: audit long-term contracts, update template agreements, formalise negotiation documentation procedures, and reassess warranty structures.

Refinement, Not Revolution

The New Civil Transactions Law does not abandon the foundations of UAE private law. It refines them. But refinement at this structural level matters. By codifying negotiation duties, clarifying interpretation methodology, extending limitation periods, and modernising core doctrines, the legislature has redistributed risk across the transactional lifecycle, from negotiation to performance to dispute resolution.

The long-term success of the reform will depend less on its text and more on its judicial operationalisation. If applied with consistency and restraint, the New Law may enhance predictability while preserving flexibility. If interpreted expansively in its early years, it may generate a temporary wave of doctrinal uncertainty. Either way, one conclusion is clear, private law in the UAE is not merely being updated. It is being recalibrated. And in commercial systems, recalibration is rarely neutral.

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IP UPDATES

UNITED STATES:
USPTO UPDATES GUIDANCE ON COMPUTER-GENERATED DESIGNS

The United States Patent and Trademark Office (USPTO) has issued Supplemental Guidance on 13 March 2026 concerning the examination of design patent applications relating to computer-generated interfaces and icons. The update reflects a shift in the USPTO's approach to modern interface technologies and clarifies how such designs may satisfy the "article of manufacture" requirement under U.S. design patent law.

Recognition of Emerging Interface Technologies

A key development under the guidance is the USPTO's recognition that design protection is not limited to traditional two-dimensional graphical user interfaces displayed on screens. The Office now expressly acknowledges that computer-generated designs may include projected images, holograms, and virtual or augmented reality interfaces.

Importantly, such designs may be considered eligible for protection even when they are physically separate from the device generating them, provided that the application clearly establishes a connection to a computer, display, or system.

Clarification of the Article of Manufacture Requirement

The guidance emphasizes that a design must not appear as a mere disembodied or transient image. Instead, it must be clearly tied to an article of manufacture. Where the title, claim, and disclosure establish that the interface or icon is "for" a computer or related system, the design is more likely to meet patent eligibility requirements.

Relaxation of Drawing Requirements

The USPTO has also relaxed earlier drawing requirements that often complicated prosecution. Previously, applicants were required to depict a display panel in solid or broken lines. Under the new guidance, this requirement has been removed where the article of manufacture is otherwise adequately identified in the title and claim. Applicants may still include such elements optionally, but they are no longer mandatory for compliance.

Illustrative Examples from the Guidance

The guidance provides practical illustrations to clarify examination standards:

- A projected keyboard interface generated by a computer is considered patent eligible where the claim specifies that it is "for a computer," even if the computer itself is shown only in broken lines.

- In contrast, an icon claimed without any reference to a computer or display is treated as a disembodied image and rejected. These examples highlight the importance of precise claim drafting and clear identification of the associated article of manufacture.

Implications for Foreign-Origin Applications

The update is particularly relevant for foreign-origin design applications. Many such filings rely heavily on drawings with minimal textual disclosure. While the new guidance relaxes certain requirements, the absence of clear language linking the design to a computer system may still create challenges during prosecution, especially where amendments risk introducing new matter.

Practical Takeaways for Applicants

Applicants seeking design protection in the United States should:

- Ensure that titles and claims explicitly link the design to a computer, display, or system;
- Consider including broader language covering projections and non-traditional displays; and
- Review foreign priority applications carefully to confirm compliance with U.S. requirements.

Overall, the 2026 supplemental guidance represents a significant step in aligning U.S. design patent practice with evolving digital technologies. While it does not carry the force of law and will require further interpretation through examination and litigation, it provides a more flexible and forward-looking framework for protecting next-generation interface designs.

UAE:
TEMPORARY EXTENSION FOR SUBMISSION OF POWERS OF ATTORNEY

The United Arab Emirates has introduced a temporary administrative measure to address ongoing logistical challenges and courier services disruptions affecting the timely submission of legalized Powers of Attorney (POAs).

Under the current framework, the standard non-extendable deadline for submitting a legalized POA remains 90 days from the filing date. However, the Trademark Office will now allow an additional 30 day extension upon submission of a formal request, without any official fee.

This flexibility ensures that trademark applications filed with an undertaking to submit a legalized POA remain valid despite delays in receiving original documentation. The measure provides practical relief to applicants and helps maintain continuity of filing procedures during periods of disruption.

QATAR:
TEMPORARY MECHANISM FOR SUBMISSION OF POWERS OF ATTORNEY

Qatar has introduced a temporary and exceptional mechanism for the submission of legalized Powers of Attorney, in response to similar logistical challenges. The Ministry of Commerce and Industry Qatar has issued an official circular allowing trademark applications to be filed using:

- A copy of the POA legalized up to the Qatari Consulate abroad; or
- Without a POA, provided an undertaking is submitted to furnish the fully legalized document.

Applicants must complete the full legalization chain including attestation by the Qatar Ministry of Foreign Affairs within 90 days from the filing date. This approach enables the formal examination and acceptance of trademark applications to proceed without a delay. However, submission of the fully legalized original POA remains mandatory before issuance of the final registration certificate. These temporary measures enhance procedural flexibility while ensuring that compliance requirements are ultimately fulfilled.

UNITED KINGDOM:
UKIPO ANNOUNCES OFFICIAL FEE INCREASE

THE United Kingdom Intellectual Property Office has announced an increase in official fees for trademarks, designs and patents with effect from 1st April 2026, subject to parliamentary approval. The revised fee structure reflects an average increase of approximately 25% across various IP services. The current fees will continue to apply until 31st March 2026.

Practical Guidance for Applicants:

In light of the upcoming changes, applicants are advised to:

- Review their filing and renewal strategies in advance; and
- Consider completing pending filings before 1st April 2026 to benefit from the existing fee structure.

This development underscores the importance of timely action for cost effective IP portfolio management in the United Kingdom.

BAHRAIN:
TEMPORARY GRACE PERIOD FOR SUBMISSION OF LEGALIZED DOCUMENTS

The Ministry of Industry and Commerce Bahrain under **Decision No. 13 of 2026,** effective from 17 March 2026, a grace period has been established for submissions of attested documents, including Powers of Attorney (POAs), across all industrial property matters such as trademarks, patents, utility models and industrial designs.

Temporary Flexibility for Filing Requirements

Applicants and trademark agents may now file applications and supporting documents **without prior notarization or legalization**, provided that: A formal request is submitted explaining the reasons for non-compliance with standard requirements.

An additional **3 month grace period** is granted to complete the legalization process, calculated from: The date of filing the extension request; or the expiry of the original submission deadline.

These provisions apply to new applications and pending applications that are either under examination or awaiting submission of authenticated documents.

Conditions for Validity of Applications

To maintain the validity of filings applicable official fees must be paid and original legalized documents must be submitted within the 2-3 month grace period. Failure to comply with this period will result in the application being **deemed void,** as if it had never been filed.

Administrative Oversight and Duration

The competent authority will review all requests to ensure they are justified by current logistical challenges. This temporary measure will remain in force for **3 months from 17 March**

2026, after which standard procedural requirements are expected to resume. This development reflects a broader regional approach toward procedural flexibility in response to logistical disruptions, ensuring continuity of IP filings while maintaining compliance safeguards

PATENT CASES

NOVO NORDISK A/S (Appellant) vs DR REDDYS LABORATORIES LIMITED & ANR. (Respondents)

CASE NO.: FAO(OS) (COMM) 204/2025 & CM APPL. 78607/2025
DECIDED ON: 9th March 2026

The appellant filed an appeal to challenge the single judge's order refusing grant an interim injunction against the respondent from manufacturing appellant's subject patent. The appellant states that the respondent had initially passed the statement that they would not sell Semaglutide in India, but they did not dispute the fact they were importing and exporting Semaglutide, infringing the subject patent. Further to which the respondent contested the subject patent is invalid under clauses (a), (e), (f) and (k) of Section 64(1) of the Act. The respondent contended that the subject patent is vulnerable to invalidity on the ground of anticipation by prior claiming. The appellant countered that Semaglutide cannot be treated as invalid.

The Hon'ble Delhi high Court examined that five inventors were common to the genus patent (prior art) and the subject patent so the aspect of obviousness would be viewed from the perspective of a "person in the know", rather than a "person skilled in the art". And by view of "person in the know", Semaglutide would be obvious from the teaching contained in the genus patent and therefore the subject patent is invalid under section 64(1)(f). The Hon'ble Court states that there is no reason to disturb the impugned judgement passed by the Ld. Single Judge. Therefore, the Hon'ble Court concluded by dismissing the present appeal.

CRYSTAL CROP PROTECTION LTD (Appellant) vs ASSISTANT CONTROLLER OF PATENTS AND DESIGNS & ORS. (Respondents)

CASE NO.: C.A.(COMM.IPD-PAT) 19/2023 & I.A. 20715/2025
DECIDED ON: 28th February 2026

The appellant filed an appeal against the respondent for rejecting their patent application under section 2(1)(ja), section 25(1)(e) and section 3(e) of the Patent Act, 1970.

The appellant states that the respondent 2 (Haryana Pesticides Manufactures' Association) had several occasions to file additional documents at the various stages of pre-grant opposition yet they delayed filing the same showing lack of diligence over a period of several years. Also, the respondent and respondent 2 failed to discuss on how table 1 of the complete specification fails to indicate synergism. The appellant states that the cited prior art is not relevant, therefore the subject application is inventive and non-obvious. The respondent 2 counter argued that the appellant has purposely suppressed the additional document which qualifies as a valid prior art to mislead the Patent Office. The respondent 2 countered that the appellant failed to produce experimental data showcasing technical advancement of the subject application over the cited prior arts. Also, the subject application is barred from patentability under section 3(e) for being a mere admixture of the known substances. The respondent 2 states that *"The findings recorded by the learned Controller are cogent, well-reasoned, and based on proper appreciation of the material on record."*

The Hon'ble Delhi High Court observed that the impugned order passed by the respondent is well reasoned and does not contain any infirmities. The Hon'ble Court states that the cited prior arts together can reach to the invention of the subject application when read by the person skilled in the art (PSITA), proving lack of inventive step and the data submitted by the appellant to demonstrate the synergistic effect is also not sufficient. Also, the respondent correctly objected the subject application under section 3(e) for non-patentability. Accordingly, the Hon'ble Court allowed the additional documents submitted by the respondent 2 to be taken on record and concluded by dismissing the present appeal.

DAIKIN INDUSTRIES LTD (Appellant) vs THE CONTROLLER OF PATENTS & ANR. (Respondents)

CASE NO.: C.A.(COMM.IPD-PAT) 56/2024
DECIDED ON: 26th February 2026

The present appeal has been filed by the appellant challenging the impugned order passed by the respondent rejecting their patent application due to lack of novelty. The appellant states they have filed an auxiliary request along with the written submission proposing that their amended claims are identical to the claims granted by the US patent office by also considering the cited prior art D1. The Appellant further states that the proposed amendments should be allowed as it falls with the scope of section 59 of the act and accordingly the subject application should be granted. The respondent stated that if warranted the claims amendments can be carried out at the appellant stage.

The Hon'ble Delhi High Court analysed the current matter and stated that the proposed claims amendment does not broaden the scope of the unamended claim, and its subject matter is also disclosed in the as filed specification. Therefore, the proposed claims amendment is allowed within the scope of section 59 of the act. The Hon'ble Court concluded by partially allowing the present appeal and remanding the matter back for taking fresh decision after issuing fresh hearing notice.

NOVARTIS AG & ORS. (Plaintiffs) vs NATCO PHARMA LIMITED (Defendant)

CASE NO.: CS(COMM) 62/2019
DECIDED ON: 26th February 2026

In the present suit the plaintiff restrained the defendant from infringing plaintiff's patent application. The defendants filed their counterclaim seeking revocation and declaration of non-infringement. However, the infringement suit and defendant's counter claim for revocation of the patent were deemed infructuous as the term of the patent got expired during the pendency of these proceedings.

Both plaintiff and defendants agreed to settle their disputes and accordingly incorporated the term of settlements by releasing and discharging each other from any of the claims, cost, damage or any other action in relation to the suit and counter claim. Hence, the suit is disposed by recording the settlement between the plaintiff and defendant.

BOEHRINGER INGELHEIM PHARMA GMBH AND CO KG (Appellant) vs ASSISTANT CONTROLLER OF PATENTS AND DESIGNS (Respondents)

CASE NO.: LPA 129/2025, CM APPL. 10551/2025
DECIDED ON: 24th February 2026

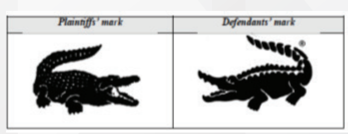
The appellant challenged the maintainability of the revocation petition filed by the respondents. The appellant argued that the revocation petition cannot continue once the invalidity of the patent was raised as a defence in an infringing suit and after the patent has expired. Because if the revocation petition is allowed to proceed it can result into conflicting judgements in suit and in revocation petition. The respondents countered that the revocation and section 107 defence raised in a suit proceeding, both hold different consequences. If revocation petition succeeds it would entirely erase the existence of patent whereas an invalidity defence under section 107 can challenge specific patent claims being used against them. The respondents further countered that section 64 revocation petition can also survive even after the expiry of the suit patent, as it holds a standalone right.

The Hon'ble Delhi High Court analysed the above matter and stated that the revocation proceeding (section 64) and invalidity defence (section 107) are both different, having different consequences. The Hon'ble Court also stated that the revocation petition can continue even after the patent expiry as the cause of action survives. The Hon'ble Court concluded by dismissing the present appeal and ruling in favour of the respondents by allowing the proceedings of revocation petition.

TRADEMARK CASES

CROCODILE INTERNATIONAL PTE. LTD. (Appellant) vs LA CHEMISE LACOSTE AND ANR (Respondents)

CASE NO.: RFA(OS)(COMM) 18/2024 & CM APPL. 56314/2024
DECIDED ON: 9th March 2026



In the present appeal the appellant and respondent filed cross appeals against a judgement concerning the use of a crocodile device mark in India. The respondent (plaintiff before the Single Judge) alleged that the appellant's use of a standalone crocodile device was deceptively similar to its registered mark and amounted to infringement. The appellant claimed that its use was *bona fide* and permitted under prior co-existence arrangements, and further argued the absence of confusion, independent creation, and acquiescence by the respondent. On this the respondent contended that no valid agreement permitted such use in India, and that the appellant's mark was substantially similar, causing confusion and infringing both trademark and copyright.

The Hon'ble Delhi High Court observed that the alleged agreements did not extend to India and did not grant any enforceable right to use the impugned mark. The Hon'ble Court found rival marks to be conceptually and visually similar, likely to cause confusion, and rejected the plea of independent creation. The Hon'ble Court also held that acquiescence was not established but found insufficient proof of goodwill to sustain passing off. Accordingly, the Hon'ble Court held in favour of the respondent on infringement and granted a *permanent injunction* restraining the appellant from using the impugned mark, while dismissing the passing off claim and setting aside the order on costs.

WESTERN DIGITAL TECHNOLOGIES INC. & ANR. (Appellants) vs GEONIX INTERNATIONAL PRIVATE LIMITED, THROUGH ITS DIRECTORS, MR. GAURAV JAIN MR. SAURABH JAIN & ANR. (Respondents)

CASE NO.: FAO(OS) (COMM) 146/2024 and connected matters
DECIDED ON: 9th March 2026

The Appellants filed suits against the respondents alleging infringement, passing off, and "reverse passing off" in relation to refurbished hard disk drives originally manufactured by the appellants. The respondents purchased end-of-life drives, removed the appellants' marks, refurbished them, affixed their own branding, and sold them.

The appellants contended that such acts amounted to infringement due to alteration and impairment of the goods, misrepresentation as new products, and reverse passing off harming their goodwill. The respondent/s argued that the goods were lawfully acquired, no marks of the appellants were used at the time of sale, and refurbishment improved utility without causing confusion.

The Hon'ble Delhi High Court held that "reverse passing off" is not recognised in Indian trademark law and, even otherwise, its ingredients were not satisfied. It further observed that infringement requires use of the appellants' mark, which was absent since the respondents removed such marks before sale. There was no evidence of impairment or damage to goodwill, and lawful acquisition was established. No *prima facie* case of infringement or passing off was made out. The appeals were dismissed, and the respondent/s were permitted to continue sale subject to disclosure conditions

RAJEEV PRAKASH AGARWAL (Plaintiff) vs TATA PLAY LIMITED AND OTHERS (Respondents)

CASE NO.: I. A. (L) NO. 597 OF 2025 IN COMMERCIAL IP SUIT (L) NO. 257 OF 2025
DECIDED ON: 7th March 2026

In the present suit, the plaintiff filed a suit against the respondents seeking injunction for infringement and passing off, restraining use of the mark "ASTRO DUNIYA". The plaintiff claimed prior use since 2005, registration of a label mark, and contended that the respondents' mark was visually, phonetically and structurally identical, causing confusion in respect of identical services.

The respondents contended that the plaintiff's mark is descriptive, registered with disclaimer, and no exclusivity can be claimed over the words. It was argued that the respondents used the mark along with their house mark, that the services are dissimilar (subscription-based broadcast vs personalised consultancy), and that there is no goodwill, misrepresentation or damage.

The Hon'ble Bombay High Court observed that the plaintiff's mark is prima facie descriptive of astrology services and distinctiveness was claimed only in the composite label. Due to the disclaimer, the plaintiff cannot claim exclusivity over the words "Astro Dunia". The Hon'ble Court further held that the rival marks, when compared as a whole, are dissimilar, especially due to the prominent house mark of the respondents. It also found that the services are different in nature, trade channels and consumer base, and no likelihood of confusion or misrepresentation arises.

Accordingly, the Hon'ble Court held that no *prima facie* case of infringement or passing off is made out and dismissed the interim application, refusing injunction.

SOLARIZ HEALTHCARE PRIVATE LIMITED (Petitioner) vs THE DEPUTY REGISTRAR & THE SENIOR EXAMINER OF TRADE MARKS (Respondents)

CASE NO.: WP(IPD) No. 3 of 2026 and WMP.(IPD)No.2 of 2026
DECIDED ON: 4th March 2026

In the present writ petition, the petitioner challenged an order passed by the respondents in relation to its trademark application, seeking to set aside the order on the ground of lack of jurisdiction. The petitioner contended that the application pertained to the Chennai office and therefore, an officer attached to the Mumbai office had **no authority to examine or pass orders** on the said application. It was further argued that the power of such officers is limited and does not extend to substantive decisions on the applications. The respondents contended that officers of the registry function under the authority and supervision of the Registrar and are empowered to discharge such functions as may be assigned to them.

The Hon'ble Madras High Court observed that the statutory framework clearly permits the Registrar to **authorize officers with designated powers to discharge functions**, including examination and disposal of applications. Hon'ble Court further held that there is **no requirement that only officers of the appropriate office must decide such applications,** and the petitioner's objection was based on **fundamental misconception of the law.** Accordingly, the Hon'ble Court held that the challenge was unsustainable and **dismissed the petition**, while granting liberty to the petitioner to pursue appropriate appellate remedies

RECKITT BENCKISER (INDIA) PRIVATE LIMITED (Petitioner) vs GODREJ CONSUMER PRODUCTS LIMITED (Respondent)

<u>CASE NO.: IA NO. GA-COM/1/2026 IP-COM/3/2026</u>
<u>DECIDED ON: 25th February 2026</u>

In the present suit the petitioner filed a trademark infringement suit against the respondent concerning the registered trademark **HARPIC** and its distinctive bottle shape and cap used for toilet cleaners. The petitioner alleged that the respondent's product **SPIC** was being sold in a bottle shape and trade dress deceptively similar to the **HARPIC** bottle, thereby causing consumer confusion. The petitioner claimed to be the registered proprietor of the HARPIC trademark and the bottle configuration forming part of the mark, and alleged that the respondent had deliberately copied the distinctive shape. The respondent, on the other hand, argued that the design protection for the **HARPIC** bottle had expired and that the bottle shape had become common in the industry.

The Hon'ble Calcutta High Court observed that trademark protection can extend to the shape of goods, including bottle shapes, where such features serve to distinguish the commercial origin of the product. The Hon'ble Court further held that the expiry of design protection does not extinguish trademark rights where the shape forms part of a registered trademark. Finding the competing bottle shapes to be strikingly similar and likely to cause confusion, the Hon'ble Court held that the petitioner had established a strong *prima facie* case. Accordingly, granted an *ad-interim injunction* restraining the respondent from selling toilet cleaners in a deceptively similar bottle shape until further orders.

COPYRIGHT CASES

HEINEKEN ASIA PACIFIC PTE. LTD. (Petitoner) vs MR. VIJAY KESHAV WAGH & ORS. (Respondents)

<u>CASE NO.: CO(COMM.IPD-CR) 18/2023 & I.A. 23338/2023</u>
<u>DECIDED ON: 10th March 2026</u>

In the present petition, the petitioner sought rectification of the copyright register against the respondents, challenging the registration of an artistic work "***SHREE SAKSHAT***" on the ground that it infringed the petitioner's well known Tiger logo. The petitioner contended that they are the prior owner of the original artistic work depcting a tiger device, widely used and registered globally, and that the respondent had **copied the essential features of the TIGER logo** with minor additions such as a background element and words, which did not alter its overall identity. It was further argued that the respondent had made **false declerations** regarding the originality and publication status of the work. The respondent contended that the marks must be compared as a whole and that no exclusivity exists over the use of a tiger device.

The Hon'ble Delhi High Court observed that a **comparision of the two logos revealed near complete reproduction of the petitioner's TIGER device,** with the tiger figure being the dominant feature. It further noted that the respondent's adoption was not *bona fide*, and the artistic work lacked originality, espically in light of false declerations and prior registrations of the petitioner. Accordingly, the Hon'ble Court held that the impunged registration was erroneous and **directed removal of the respondent's artistic work from the register**, thereby granting relief in favour of the petitioner.

LAHARI RECORDING CO. P. LTD. (Appellant) vs JAIN TELEVISION (MALA PUBLICITY SERVICE P LTD), KAVITHALAYAA PRODUCTIONS PVT LTD. & K MUNI KANNAIAH (Respondents)

CASE NO.: OSA No. 206 of 2016 and OSA No.207 of 2016
DECIDED ON: 6th March 2026

In the present appeals, the appellant challenged the dismissal of its suit against the respondents, seeking injunction and damages for alleged infringement of copyright in the Telugu dubbed version of the film *Roja*. The appellant contended that it had acquired **exclusive rights to dub and exploit the film in Telugu** for specified territories and claiming to be the producer of the dubbed version, asserted entitlement to restrain the respondents from telecasting the film through satellite. On the other hand, the respondents contended that the appellant was granted only limited dubbing and theatrical rights, whereas **satellite rights were separately assigned** to another respondent, and both rights are distinct and independent.

The Hon'ble Madras High Court observed that the appellant's rights were **restricted strictly to the terms of the agreement**, namely dubbing and theatrical exploitation in specified regions. The Hon'ble Court emphasized that copyright is a bundle of rights, and that theatrical and satellite rights are separate and divisible rights which the original owner is entitled to assign independently. In the absence of any assignment of satellite rights in favour of the appellant, the respondents' telecast of the film via satellite did not constitute infringement. Accordingly, the Hon'ble Court held that the appellant had **no right to seek injunction or damages**, and the appeals were **dismissed in favour of the respondents.**

PHONOGRAPHIC PERFORMANCE LIMITED (Plaintiff) vs YASHRAJ SATWARA (Defendant)

CASE NO.: I.A. (L) NO. 4474 OF 2026 IN COMM IP SUIT (L) NO. 4398 OF 2026
DECIDED ON: 27th February 2026

In the present suit, the plaintiff filed an suit for copyright infringement against the defendant, alleging unautorized public performance of sound recordings from its repertoire.The plaintiff contended that they are the owner and exclusive licensee of copyright in several sound recordings through assignment deeds and exclusive agreements, thereby entitling it to grant licenses for their public performance and communication to the public. Plaintiff alleged that the defendant organized ticketed events at his café and publicly played these recordings without obtaining the required license, despite having receiving a cease-and-desist notice. The defendant contended that the event was a private gathering and therefore exempt, and also questioned plaintiff's authority to issue licenses.

The Hon'ble Bombay High Court observed that the plaintiff had demonstrated its rights in the sound recordings and that the exemption claimed by the defendant does not applicable to ticketed commercial events. Noting that the defendant had continued to use the recordings without authorization, the Hon'ble Bombay High Court held that a *prima facie* case of infringement was established. Accordingly, the Hon'ble Court granted an ad-interim injunction restraining the defendant from publicly performing or communicating the plaintiff's sound recordings without obtaining a license, until further orders.

MANKIND CONSUMER PRODUCTS PRIVATE LIMITED (Plaintiff) vs ANONDITA MEDICARE LIMITED & ORS. (Defendants)

CASE NO.: CS(COMM) 184/2026
DECIDED ON: 25th February 2026

In the present suit, the plaintiff filed a suit against the defendant alleging infringement of its intellectual property and passing off in relation to its well-know mark **"MANFORCE".** The plaintiff contended that the mark was coined and adopted by it's parent company and has been extensively used and promoted for several years, acquiring substantial goodwill and reputation in the market. It was further contended that the plaintiff owns the copyright in various original artistic works and social media promotional content created for the brand. The plaintiff alleged that the defendant had copied and reproduced several of its social media advertisements and artistic works for promotion of identical products, thereby attempting to ride upon the plaintiff's goodwill and misappropriate its creative content.

The Hon'ble Delhi High Court observed that a comparision of the plaintiff's original artistic works and the defendant's impunged content revealed almost identical imitation in colour scheme, layout, tag lines and visual elements, clearly indicating *prima facie* infringement. Considering the plaintiff's longstanding use, substantial sales and promotional efforts, the Hon'ble Delhi High Court held that the balance of convenience lies in favour of the plaintiff and that irreparable injury would be caused if relief is denied. Accordingly, the Hon'ble Delhi High Court granted an *ex-parte ad-interim injunction* restraining the defendants from reproducing, publishing or using the impunged infringing content or any similar advertisements and directed removal of such content from social media and online platforms until further orders.

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