

# IPR System in India

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# Laws of IPR

- Patents (Amended in 2005)
- Copyrights (Amended in 2012)
- Trademark (Trademark Act, recently new rules have come)
- Registered Designs (Industrial design)
- Protection of IC Layout Designs
- Protection of Geographical Indications
- Protection of New Plant Variety and Farmers' Rights
- Protection of Undisclosed Information (Contract Act)

# Terms of IPR

- Patents 20 years
- Design 15 years (10+5)
- Trademark 10 years (renewable every 10 years)
- Copyrights Author's life + 60 years
- GI 10 year (renewable every 10 years)
- IC lay-out 10 years
- New plant 10 years

# Membership to International Treaties

- Paris Convention
- Berne Convention
- WIPO
- TRIPS (Trade Related Aspect of Intellectual Property Rights) and WTO
- Patent Cooperation Treaty (India is an ISA and IPEA)
- Budapest Treaty (India has two IDA)
- Madrid Protocol

# Bilateral Agreements having IPR as an important element

- Science and Technology Agreements with France, Russia, European Union, USA and Canada
- Comprehensive Economic Cooperation Agreements with ASEAN, Korea, Japan, Chile, Singapore, Malaysia

# Plurilateral Agreement on IPR

- Among BRICS (Brazil, Russia, India, China and South Africa) countries

# Salient features of recent amendments in the Copyright Act

- Introducing protection of Technological Measures
- Reproduction of 2 dimensional work into 3 dimensions and 3 dimensional work into 2 dimensions (in respect of artistic works)

# Rights associated with copyrights

In case of literary, dramatic or musical work

- Reproduce the work in any material form including the storing of it in any medium by electronics means
- Issue copies of work to the public not being copies already in circulation
- Perform work in public or communicate it to public
- Make cinematograph film or sound recording



# Rights associated with copyrights

- Make translation of the work
- Make any adaptation of the work

## **In case of computer programmes**

1. Do any of the acts specified above
2. Sell or give on commercial rental or offer for sale or for commercial rental any copy of the computer programme

# Recent decisions by courts

- Novartis patent on Glivec (subject matter of Section 3(D))
- Ericsson v Micromax (involving essential patents) and other defendants based on FRAND consideration, court allowed license fees
- Merck v Glenmark ( subject matter of 3(D), went in favour of Merck

# Case of Compulsory Licensing

- Bayer v NATCO (Nexavar) – CL allowed by the Controller General of Patents
- BDR Pharmaceutical v Bristol Meyer- CL disallowed by the CG

# Trends of filing (Three years)

Year	1 (2012-13)	2 (2013-14)	3 (2014-15)
Patents	43197	42951	42763
Trademark	183588	200005	210501
Designs	8377	8533	9327
GI	24	75	47

(Source: Annual Report, IPO 2014-15)

# Indo-EU Agreement-Technology Management Plan (TMP)

- TMP will normally address, among other things,
  - ❖ ownership,
  - ❖ protection,
  - ❖ user rights for research and development purposes,
  - ❖ exploitation and dissemination, including arrangements for joint publication,

# Indo-EU Agreement-TMP

- ❖ the rights and obligations of visiting researchers and dispute settlement procedures.
- ❖ foreground and background information (regarding IPR), licensing and deliverables.
- ❖ The TMP shall be approved by the responsible funding agency, or department of the Party involved in financing the research, before the conclusion of the specific research and development cooperation contracts to which they are attached.

# Indo-EU Agreement-TMP

- Information or intellectual property created in the course of joint research and not addressed in a TMP will be allocated according to the principles set out in the TMP.

# Indo-EU Agreement -Undisclosed information

- Each Party, its agencies or its participants, as appropriate, shall identify at the earliest possible moment, and preferably in the TMP, the information that they wish to remain undisclosed in relation to the Agreement.
- A Party receiving undisclosed information pursuant to the Agreement will respect the privileged nature thereof. These limitations shall automatically terminate when this information is disclosed by the owner into the public domain.



Thank you