

# Intellectual property right assignments Q&A: India

by K&S Partners and *J. Sagar Associates*

Country Q&A | Law stated as at 30-Jun-2021 | India

---

This Q&A provides country-specific commentary on the following standard documents:

*Assignment of intellectual property rights: Cross-border.*

*Assignment of trade marks: Cross-border.*

*Assignment of copyright: Cross-border.*

*Assignment of patents: Cross-border.*

*Assignment of industrial designs: Cross-border.*

*Waiver of moral rights: Cross-border.*

*Letter confirming assignment of intellectual property rights: Cross-border..*

---

## Key aspects of intellectual property right assignments

### Definition of IP Rights

1. Does the definition of "Intellectual Property Rights" in *Standard document, Assignment of intellectual property rights: Cross-border: clause 1.1* include any rights that are not recognised in your jurisdiction? If yes, what are those rights?

Yes. There is currently no legal framework for the protection and recognition of utility models in India.

2. Should this definition be amended to include any additional rights that are recognised in your jurisdiction? If yes, what are those rights?

In addition to patents, designs and trade marks, Indian law also recognises the following IP rights:

- Plant varieties and the rights of farmers and plant breeders under the Plant Varieties and Farmers' Rights Act 2001 (PPVFR Act).
- Geographical indications under the Geographical Indications of Goods (Registration and Protection) Act 1999 (GI Act). Geographical indications identify goods as originating in the territory of a country, region or locality where a given quality, reputation or other characteristic of the goods is essentially attributable to its geographical origin (for example, Scotch Whisky, Champagne, Basmati rice, Darjeeling tea, and so on).
- Original, inherently distinctive layout designs that have not been previously commercially exploited, under the Semi-Conductor Integrated Circuits Layout-Design Act 2000.

## Assigning the benefit of licences to use IP rights

3. Subject to any restrictions in the terms of the relevant licence, is it possible to assign the benefit of a licence to use intellectual property (IP) rights? If yes:

- Are there any restrictions on this (such as on the identity of the assignee or the price of the assignment)?
- Does the assignment have to comply with any particular formalities to be valid and enforceable?
- Does the burden of the licence automatically pass to the assignee along with the benefit?

## Trade marks

The Trade Marks Act 1999 recognises both common law licensees and registered users as part of the definition of "permitted use" (*section 2(1)(r)(ii)*). A registered user does not have any assignable or transmissible right to use the trade mark, and therefore cannot assign the benefit of a licence (*section 54, Trade Marks Act*).

## Copyright

The Copyright Act 1957 requires a licence between the owner and a licensee to be in writing. There is no provision for the assignment of the benefit of a licence (*section 19(1), Copyright Act*). A non-exclusive licensee can assign the benefit of the licence or part of the licence if it has obtained the written consent of the copyright owner.

## **Geographical indications**

The GI Act specifically prohibits the assignment, transmission, licensing, pledge, mortgage or any such other agreement over any right to a registered geographical indication (*section 24*).

## **Patents**

The Patents Act does not contain any restrictions on the assignment of a licence. To be valid and enforceable, an assignment must:

- Be in writing.
- Contain all the terms and conditions governing the rights and obligations of the parties.
- Be registered with the Indian Patent Office.

The burden of the licence automatically passes to the assignee along with the benefit.

## **Designs**

The Designs Act does not contain any restrictions on the assignment of a licence. To be valid and enforceable, an assignment must:

- Be in writing.
- Contain all the terms and conditions governing the rights and obligations of the parties.
- Be registered with the Indian Designs Office within six months from execution of the instrument (which can be extended by six months).

The burden of the licence automatically passes to the assignee along with the benefit.

## **Plant varieties and farmers' rights**

Under the PPVFR Act, a licensee must be registered with the Registrar of Plant Variety Authority. However, a registered licensee is prohibited from further transferring the licensed rights.

## **Layout designs**

Under the Semi-Conductor Integrated Circuits Layout-Design Act, a person who is authorised to use a registered layout design by the proprietor must enter into a written agreement with the proprietor. The agreement must also be registered with the Registrar of Semi-Conductor Integrated Circuits Layout-Design. However, a registered user is prohibited from further transferring its rights.

## Assigning future intellectual property rights

4. Is it possible to assign future IP rights? If yes, does an assignment have to comply with any formalities additional to the existing assignment, or do any additional documents need to be entered into, for that future assignment to be valid and enforceable?

### Trade marks

The Trade Marks Act does not provide for the assignment of future trade mark rights. However, the parties can provide for such assignment by way of a contract.

### Copyright

Under the Copyright Act, the prospective owner of copyright in a future work can assign it to any person either fully or partially or subject to limitations. However, the assignment will only take effect when the work comes into existence. To be valid, an assignment must:

- Be in writing.
- Signed by the assignor or its duly authorised agent.
- Identify the work, the rights assigned, the duration and territorial scope of the assignment.

If the assignee does not exercise the assigned rights within one year from the date of the assignment, these rights will be deemed to have lapsed unless otherwise specified in the agreement (*section 19, Copyright Act*). If the period of assignment is not specified, it will be deemed to be five years from the date of the assignment. If no territory is specified, the assignment is presumed to extend to India only.

### Patents

The Patents Act does not specifically provide for the assignment of future patent rights. However, the parties can provide for such assignment by way of a contract. When the rights come into existence, a confirmatory assignment must be executed and submitted to the Patent Office. See also [Question 52](#) to [Question 54](#).

### Designs

The Designs Act does not specifically provide for the assignment of future design rights. However, the parties can provide for such assignment by way of a contract. When the rights come into existence, a confirmatory assignment must be executed and submitted to the Designs Office. See also [Question 52](#) to [Question 54](#).

### Implied covenants

5. Do any of the laws applicable to IP assignments in your jurisdiction imply covenants relating to title?

Under section 7 of the Transfer of Property Act 1882 (TPA), the following conditions must be met for a transfer to be valid:

- The transferor must have capacity to transfer the property either in whole or in part.
- The transferor must have title to the transferred property or be authorised to dispose of it.

The rights transferred can be either absolute or conditional, and the property can be movable or immovable, present or future. The conditions of the TPA apply to all transfers of property, including transfers of IP, unless specific requirements apply under the relevant statutes.

Under the Trade Marks Act, the assignor must have the power to assign the trade mark and give effectual receipt for any consideration received for the assignment. In addition, the assignor must provide an affidavit to the Trade Marks Office confirming that the trade mark is free from any encumbrances and not subject to legal disputes.

The Copyright Act sets out specific requirements for copyright assignments.

The Patents Act provides that the person or persons registered as grantee or proprietor of a patent can assign, grant licences of, or otherwise deal with, the patent and give effectual receipt for any consideration received, provided that any rights in the patent can be enforced in the same way as for any other movable property. The Designs Act contains similar provisions regarding designs.

## Right to sue for past infringements

6. Is it possible to assign the right to sue for past infringement or misuse of IP rights? If yes, is this right automatically transferred to an assignee on an assignment of the relevant IP rights, or must it be expressly included in the terms of the assignment?

It is possible to assign the right to sue for past infringement or misuse of IP rights. Although this right is automatically transferred to an assignee, it is always advisable to expressly include it in the deed of assignment.

7. If it must be expressly included, comment on whether the clauses below are effective to assign the right and, if not, set out below any necessary amendments to make them so:

- *Standard document, Assignment of intellectual property rights: Cross-border: clause 2(c)*
- *Standard document, Assignment of trade marks: Cross-border: clause 2(c)*
- *Standard document, Assignment of copyright: Cross-border: clause 2*
- *Standard document, Assignment of patents: Cross-border: clause 2(e)*
- *Standard document, Assignment of industrial designs: Cross-border: clause 2*

No amendments are necessary to the above clauses.

## Right of priority

8. Do applicants for registered IP rights have the right to seek a priority date for their applications? If yes, is it possible to assign that right of priority along with the IP right to which it relates? Are there any formal requirements for a valid and enforceable assignment of the right of priority?

India is a party to the WIPO Paris Convention for the Protection of Industrial Property 1883 (with effect from December 1998). It also acceded to the WIPO Protocol Relating to the Madrid Agreement Concerning the International Registration of Marks 1989 (with effect from 2013).

Under the Paris Convention, applicants for trade mark registrations are entitled to claim priority of an earlier application for six months from the filing of the first application. The Paris Convention also applies to other IP rights, such as patents and industrial designs. The period of priority is six months for designs and 12 months for patents.

The right of priority will transfer automatically to the assignee on an assignment, provided that the assignment agreement is formally recorded with the relevant IP office.

## Tax considerations

9. What tax charges and tax considerations typically arise on an assignment of IP rights? Do these vary depending upon:

- The type of IP right being assigned;
- Whether the assignor or assignee is an individual or corporation; and/or
- Whether the assignor or assignee is tax-resident?
- If yes, explain those variations.

## Implications in the case of a foreign assignor

### Income tax

No income tax is chargeable in India on an assignment of IP rights if the assignor is a foreign corporation or individual. IP rights are intangible assets under Indian tax law. The situs of an IP right is deemed to be the situs of the owner of the right. Therefore, a transfer of IP rights owned by a foreign national will not be regarded as a transfer of capital assets subject to income tax in India.

### Goods and services tax (GST)

If the assignee is located in India, the consideration paid to a foreign assignor will attract GST at a rate of 18% (for an assignment of computer software) or 12% (in all other cases). The assignee is responsible for paying GST.

## Implications in the case of an Indian assignor

### Income tax

IP rights can be self-generated or acquired. Self-generated IP rights are not reflected as assets in financial statements. Acquired IP rights are reflected as capital assets, unless these rights are held for trading (which is usually not the case in India). Capital gains made on an assignment of IP rights are subject to tax. Broadly, capital gains are the difference between the consideration received for the assignment less acquisition cost. This is where the difference between self-generated IP rights and acquired IP rights is relevant.

The cost of acquisition is considered to be "zero" for the following self-generated IP rights:

- Goodwill of a business.
- Right to manufacture, produce or process any patented product or design.
- Right to carry on any business or profession.
- Trade marks.
- Brand name associated with the business.

The entire consideration received on an assignment of these IP rights is subject to tax as capital gains at about 34%. Gains (if any) made on a transfer of any other self-generated assets are not subject to tax in the absence of specific provisions on their cost of acquisition.

The following applies to acquired IP rights:

- The IP rights are merely held as assets, but not used for business purposes: a capital gain is the difference between the consideration received for the assignment and the cost of acquisition (the cost of acquisition of IP rights can be adjusted for inflation to calculate taxable gains). Where the IP right has been held by the assignor for more than 36 months before the assignment, capital gains are liable to tax at a rate of about 22%, otherwise the 34% rate applies.
- The IP rights are used for business purposes: the cost of acquisition of the following IP rights is eligible for depreciation:
  - know-how;
  - patents;
  - copyright;
  - trade marks;
  - licensed rights and franchises and any other similar business or commercial rights.

Other rights (including acquired goodwill) are not eligible for depreciation. Tax laws treat IP rights eligible for depreciation as a "block", that is, they are aggregated to form a block of intangible assets subject to annual depreciation at the rate of 25%. The applicable depreciation rate for accounting purposes usually differs from the rate of depreciation under tax laws. On sale of any IP rights forming part of this block, the consideration received is reduced from the aggregate value of the block. No tax is payable if the consideration received is less than the value of the block. If the consideration (either in one transaction or a series of transactions) exceeds the value of the block, the excess amount will be subject to tax at about 34%.

### **GST**

There is no GST payable on an assignment of IP rights by an Indian assignor to a foreign assignee. If the assignee is resident in India, GST is payable at 18% (for an assignment of computer software) or 12% (in all other cases).

### **Stamp duty**

Stamp duty is payable on a deed of assignment of IP rights, except for copyright assignments (which are exempt). Stamp duty is charged under state laws (unlike income tax, which is a federal tax). Stamp duty is charged as a percentage of the monetary consideration stated in the assignment deed. The applicable stamp duty rates are as follows:

- Delhi (National Capital Territory): 3%.
- Mumbai (State of Maharashtra): 3%.
- Kolkata (State of West Bengal): 5%.



- Chennai (State of Tamil Nadu): 7%.
- Ahmedabad (State of Gujarat): 5%.

An assignment deed must be filed with the relevant IP office in India. There are four patent offices, which are located in Delhi, Mumbai, Kolkata, and Chennai. There are five trade mark offices, which are located in the same cities as the patent offices plus an additional office in Ahmedabad.

10. Set out any amendments necessary to the standard documents below to reflect tax charges and considerations arising in your jurisdiction:

- *Standard document, Assignment of intellectual property rights: Cross-border*
- *Standard document, Assignment of trade marks: Cross-border*
- *Standard document, Assignment of copyright: Cross-border*
- *Standard document, Assignment of patents: Cross-border*
- *Standard document, Assignment of industrial designs: Cross-border*

No amendments are necessary to the standard documents.

## Power of attorney

11. Is it common practice for an assignee to seek to include a power of attorney in an assignment of IP rights? If yes, comment on whether *Standard document, Assignment of intellectual property rights: Cross-border: clause 7.2* is sufficient to grant a valid and enforceable power of attorney. If not, set out below any necessary amendments to make it so.

It is not common practice for an assignee to seek to include a power of attorney in a standalone assignment of IP rights. However, if the assignment is part of a larger transaction governed by a main agreement, it is common for the assignor to grant a power of attorney in favour of the assignee to enable the assignee to record the assignment or take action if the assignor fails to do so.

*Standard document, Assignment of intellectual property rights: Cross-border: clause 7.2* is sufficient to grant a valid and enforceable power of attorney under Indian law.

## Assistance with future proceedings

12. Is it usual for an assignor to be obliged to assist the assignee in obtaining, defending and enforcing the assigned rights, and to assist with any proceedings that relate to them after completion of an assignment (see for example *Standard document, Assignment of intellectual property rights: Cross-border: clause 7.1(b)*)?

This is usual, but will depend on the terms of the assignment.

## Perfecting the assignment

13. Does either party have to take any additional steps after execution of an assignment for an assignee to receive and enjoy the full benefit of an assignment? If yes, briefly describe those additional steps, and whether they vary depending on the IP right being assigned.

After execution of an assignment, the agreement must be recorded with the relevant IP office (see [Question 22](#)).

## Liability

14. Is it possible for an assignor to seek to limit or exclude all liability that might arise after execution of an assignment in relation to the assigned rights (see for example *Standard document, Assignment of intellectual property rights: Cross-border: clause 9*)?

It is possible for an assignor to limit liability that may arise after execution of an assignment, although it is not possible to limit all liability. This is because the Indian Contract Act 1872 provides that certain agreements are void if:

- They are forbidden by law.

- They are of such a nature that, if permitted, would defeat the provision of any law.
- They are fraudulent or involve injury to the person or property of another.
- The court considers them to be immoral or contrary to public policy.

15. Is it possible to limit or exclude liability for death and personal injury under particular circumstances?

It is possible to limit or exclude liability for death and personal injury, provided that the agreement is not an unlawful agreement prohibited under the Indian Contract Act (see [Question 14](#)).

## Guarantor

16. Is it possible for a third party to guarantee the obligations of an assignor in an assignment of IP rights? If yes, is it usual for the guarantor to be made a party to the assignment and/or does a separate guarantee agreement need to be entered into by the parties?

It is possible for a third party to guarantee the obligations of an assignor in an assignment of IP rights. However, the parties must enter into a separate tripartite agreement.

## Formalities for assignment

17. Does an assignment of IP rights have to comply with any particular formalities to be valid and enforceable (including in relation to format, language and execution)? If yes, describe briefly what these are for each type of IP right.

## Trade marks

A trade mark assignment must:

- Be in writing.
- Identify the trade mark being assigned.
- Be executed by both parties.
- Be for monetary consideration.
- State whether it is with or without goodwill.
- Be stamped under the Indian Stamp Act.

## **Copyright**

A copyright assignment must:

- Be in writing.
- Identify the work(s), assigned rights, duration and territorial scope of the assignment.
- Be executed by the assignor or its duly authorised agent (the assignee can counter sign the agreement).
- Include a provision on consideration.

## **Patents and know-how**

A patent or know-how licence must:

- Be in writing.
- Set out all the terms and conditions governing the rights and obligations of the parties.
- Be duly executed.
- Be for monetary consideration.
- Be stamped under the Indian Stamp Act.

## **Industrial design right**

A design licence must:

- Be in writing.
- Set out all the terms and conditions governing the rights and obligations of the parties.
- Be duly executed.

18. If some form of consideration has to be transferred between the parties for an assignment to be valid and enforceable, is a nominal sum acceptable, or must it be an amount that reflects the current market value of the IP rights being assigned, whether for tax reasons or otherwise?

In practice, the IP offices accept a nominal sum for stamp duty purposes (see [Question 9](#)). However, it is recommended that consideration reflects the realistic value to avoid the agreement being challenged.

## Compliance with local law and practice

19. Are any of the terms in the following standard documents invalid, unenforceable or contrary to standard practice in your jurisdiction? If yes, set out below any necessary amendments to make those terms valid, enforceable and reflective of standard practice.

- *Standard document, Assignment of intellectual property rights: Cross-border.*
- *Standard document, Assignment of trade marks: Cross-border.*
- *Standard document, Assignment of copyright: Cross-border.*
- *Standard document, Assignment of patents: Cross-border.*
- *Standard document, Assignment of industrial designs: Cross-border.*

### *Standard document, Assignment of intellectual property rights: Cross-border*

No amendments.

### *Standard document, Assignment of trade marks: Cross-border*

The following provisions of the Trade Marks Act must be considered when drafting an assignment of a trade mark:

- **Partial assignment.** Partial assignment requires the approval of the Registrar of Trade Marks. This is to avoid any likelihood of deception or confusion resulting from the exercise of multiple exclusive rights. The assignment document must be submitted for recordal within six months of approval.

- **Co-ownership.** There is a general prohibition against the registration of two or more persons as independent or joint proprietors of a trade mark. However, joint ownership is permitted if the joint owners are only entitled to use the mark:
  - on behalf of both or all of them; and
  - in relation to goods or services with which both or all of them are connected in the course of trade.

Joint proprietors are deemed to have the rights to use the trade mark as if they had been vested in a single person (*section 24, Trade Marks Act*).

- **Consideration.** Under the Trade Marks Act, a trade mark assignment must be for consideration.
- **Goodwill.** Both registered and unregistered trade marks are assignable with or without goodwill. To be enforceable, assignments without goodwill must meet the following conditions:
  - within a period of six months from the date of the assignment (which can be extended by three months), the assignee must apply to the Registrar for directions with respect to advertising the assignment in two newspapers, one in English and the other in a vernacular newspaper;
  - after the assignee has advertised the assignment within the time permitted by the Registrar, it must provide proof of the advertisement to the Registrar. If satisfied, the Registrar will record the assignment.
- **Recordal of assignment.** Recordal is mandatory under the Trade Marks Act.

### ***Standard document, Assignment of copyright: Cross-border***

The following rules must be taken into account:

- **Registration.** India is a party to the UN Universal Copyright Convention 1952 and the WIPO Berne Convention for the Protection of Literary and Artistic Works 1971 (Berne Convention). Under these conventions, it is not mandatory to register a work with the Indian Copyright Office if the author is a national of, or domiciled in, any of the member countries. Such an author is entitled to protection under the Indian Copyright Act as if the work had been first published in India.
- **Period and territorial scope of the assignment.** Under the Copyright Act, the assignment must include the period and the territorial extent of the assignment. Where the period is not specified, it is deemed to be five years from the date of the assignment. Where the territorial extent is not specified, the assignment is presumed to extend to India only.
- **Reversionary copyright.** The assignment is deemed to lapse if the assignee does not exercise the assigned rights within one year from the date of assignment. However, this provision can be waived.
- **Moral rights.** Under the Copyright Act, the author has the moral rights to:
  - claim authorship of the work; and
  - prevent or claim damages in respect of any distortion, mutilation or other act in relation to the work, if the distortion, mutilation, modification or other act would be prejudicial to their honour or reputation. This right is not available in respect of any adaptation of a computer program, where the adaptation is

necessary to use the computer program for the purpose for which it was supplied or to make back-up copies purely as a temporary protection against loss, destruction or damage.

Moral rights are non-assignable and inalienable, even if the economic rights in the works have been assigned.

### ***Standard document, Assignment of patents: Cross-border***

The following provisions of the Patents Act must be taken into account:

- **Right to assign.** A patent is considered to be property that can be transferred from the original patentee to any other person by assignment or by operation of law. A patent can only be licensed or assigned by the patent owner. A co-owner or joint owner can only assign or license a patent with the consent of the other owners (*section 52, Patents Act*).
- **Scope of assignment.** The term "assignment" is not defined by the Patents Act. A patentee can assign the whole or a part of its patent rights to the assignee, who acquires the right to prevent others from making, using, offering for sale, selling or importing the product or product produced by the patented process in India.
- **Formal requirements.** To be valid, an assignment of the whole or a part of a patent, or of a mortgage, licence or any other interest in a patent must be in writing, duly executed, and the agreement must set out all of the terms and conditions governing the rights and obligations of the parties.
- **Co-ownership.** Where a patent is granted to two or more persons, each of them is entitled to an equal undivided share in the patent, unless otherwise provided in an agreement. Where two or more persons are registered as grantee or proprietor of a patent, each of them is entitled, by themselves or through their agents, to rights conferred by section 48 of the Patents Act for their own benefit without accounting to the other person or persons, unless an agreement provides otherwise.
- **Compulsory licences (CLs).** CLs are granted by the central government to third parties to make and use the patented article without the consent of the patent holder in view of the public interest.

Any person (including a licensee) can make an application for the grant of a CL after three years from the date of grant of a patent on any of the following grounds:

- the reasonable requirements of the public with respect to the patented invention have not been satisfied;
- the patented invention is not available to the public at a reasonably affordable price; or
- the patented invention has not been worked in India.

*(Section 84(1) and (2), Patents Act.)*

CLs can also be granted to export pharmaceutical product(s) to a country that is not capable of manufacturing these products, for the benefit of people in that country (*section 92A (1), Patents Act*). Further, if the working of any patent requires the use of a related patent, the Controller can grant a licence to any interested person under section 88(3) of the Patents Act or on notification by the central government.

The central or state government can use the patented product or process for its own purpose either with or without paying any royalty.

### ***Standard document, Assignment of industrial designs: Cross-border***

The following provisions of the Designs Act must be taken into account:

- **Right to assign.** The proprietor of a design has the power to assign, grant licences, or otherwise deal with the design and to give effectual receipt for any consideration for any such assignment, licence or dealing (*section 30(4), Designs Act*).
- **Formal requirements.** To be valid, an assignment of a design or of a share in a design, as well as a mortgage, licence or the creation of any other interest in a design must:
  - be in writing;
  - contain all the terms and conditions governing the rights and obligations of the parties; and
  - be registered with the Indian Designs Office within six months from execution of the instrument, or within such further period as may be allowed by the Office not exceeding six months in the aggregate.

*(Section 30(3), Designs Act.)*

The original or a notarised or certified true copy of the assignment agreement and any other document evidencing transfer of copyright in a design, affecting its proprietorship or creating an interest in a design, must be submitted together with the application for registration (Design Rules 2001). The Controller has discretion to request the production of additional proof of title or written consent. In the case of a public document, an official or certified copy can be submitted.

## **Brexit**

20. Are any amendments required to the standard documents below to reflect the fact that the UK left the EU on 31 January 2020, and a transition period ended on 31 December 2020?

- If yes, set the amendments out below and, if necessary, briefly explain them.
- If amendments are required but will depend upon the terms agreed between the UK and the EU in the trade and co-operation agreement governing their future relationship, set out the amendments for each scenario below.
- If no amendments are necessary, insert "no amendments".



No amendments are necessary to:

- *Standard document, Assignment of intellectual property rights: Cross-border:*
- *Standard document, Assignment of trade marks: Cross-border:*
- *Standard document, Assignment of copyright: Cross-border:*
- *Standard document, Assignment of patents: Cross-border:*
- *Standard document, Assignment of industrial designs: Cross-border:*

## **Registration and recordal aspects of intellectual property right assignments**

### **Registrable intellectual property rights**

21. Which IP rights are registrable in your jurisdiction? Provide a link to the website of the relevant registry in each case.

The following IP rights are registrable in India:

- Trade marks, patents, designs, and geographical Indications ([www.ipindia.nic.in](http://www.ipindia.nic.in)).
- Copyright ([www.copyright.gov.in](http://www.copyright.gov.in)).
- Plant breeder's rights ([www.plantauthority.gov.in](http://www.plantauthority.gov.in) (there is currently no procedure for online filing)).
- Semi-conductor integrated circuits layout designs ([www.sicldr.gov.in](http://www.sicldr.gov.in)) (there is currently no procedure for online filing).

### **Assignment recordal / registration**

22. Can an IP assignment be recorded at the IP registry in your jurisdiction? If yes, is this optional or a statutory requirement? If the position varies depending on the IP right being assigned, explain those variations.

## Trade marks

It is mandatory to record a trade mark assignment at the IP registry in India. If no application for recordal is filed, the assignment is deemed to be ineffective against a person acquiring a conflicting interest in the registered trade mark without knowledge of the assignment. Further, in the absence of recordal as proprietor, the assignee will not be able to bring infringement actions against third parties. The assignment will be considered effective between the assignor and the assignee once steps have been taken for recordal of the assignment with the Registrar of Trade Marks.

In an assignment without goodwill, the request must be filed with the IP office within six months from the effective date of assignment. This period can be extended by a further three-month period (see [Question 19](#)). There is no specific timeline provided by law in an assignment of goodwill. However, the assignment will not be effective unless and until it has been recorded with the Registrar of Trade Marks. The assignee typically bears the associated costs.

## Copyright

The Copyright Act provides for the maintenance of a register of copyright in which details of works are entered (such as titles, names and addresses of authors, and so on). Most High Courts in India have interpreted this provision as optional and do not insist on registration as a pre-requisite for bringing infringement actions. While a few High Courts have taken a contrary view, the authors' view is that registration of copyright is not mandatory for enforcement in India.

Under the International Copyright Order 1999, passed by the Government of India in accordance with the Berne Convention and Universal Copyright Convention, any work first made or published in a member country of these conventions will be protected in India in the same manner as if it had been first published in India. Therefore, there is no requirement to register copyright in foreign works in India.

If a work is registered in the Register of Copyrights, all changes affecting the copyright must also be registered, including an assignment.

## Patents and know-how

The recordal of patent assignments with the Controller is mandatory (*section 69(2), Patents Act*). The Patents Act and related rules do not provide for a specific timeframe within which recordal must be done or specify which party bears the associated costs. Recordal should be effected as soon as possible after the assignment agreement is concluded. Typically, the assignment is recorded by the assignee.

In the absence of recordal, the transfer document will not be admissible before the Controller or any court as evidence of title to a patent, or to a share or interest in a patent unless the Controller or the court otherwise directs, for reasons to be recorded in writing (*section 69(5), Patents Act*). However, the assignment will still be considered effective between the assignor and the assignee.

## Industrial design right

A person who has become entitled by assignment, transmission or operation of law to the copyright in a registered design must make an application to the Controller for registration of its title in the Register of Designs (*Designs Act*). An assignment of a design or of a share in a design, as well as a mortgage, licence or the creation of any other interest in a design must be registered within six months from the execution of the instrument (*section 30(3), Designs Act*). An assignment is typically recorded by the assignee. The consequences of failure to record an assignment are the same as in the case of patents (see above) (*section 30(5), Designs Act*).

## Other

An agent or licensee who becomes entitled to produce, sell, market, distribute, import or export a plant variety must be registered with the Registrar of Plant Variety Authority (Form PV9) (*section 28(4), PPVFR Act*). However, a registered licensee is prohibited from further transferring its rights. The PPVFR Act does not specifically provide for the recordal of assignments. The Act does not provide for any specific time period within which an agent or licensee must be recorded with the Registrar. In the absence of recordal, the agent or a licensee may not be able to enforce its rights against third parties.

23. Is it usual to include a mechanism in the terms of an assignment to ensure that the assignor satisfies its obligation to record the assignment, or that the assignee is able to take action if the assignor fails to do so?

If the IP assignment is part of a larger transaction governed by a main agreement, it is common for the assignor to grant a power of attorney in favour of the assignee to enable the assignee to record the assignment or take action if the assignor fails to do so. It is not common practice for a power of attorney to be included in a standalone assignment.

## Warranties and indemnities in intellectual property right assignments

### Express warranties from assignor

24. Is it usual for an assignee to seek certain express warranties from an assignor in an IP assignment? If yes, comment on whether the clauses below reflect the scope of express warranties typically given by an assignor and, if not, set out any necessary amendments so that they do (where no amendments are necessary, insert "no amendments"):

- *Standard document, Assignment of intellectual property rights: Cross-border: clause 4*
- *Standard document, Assignment of trade marks: Cross-border: clause 4*

- *Standard document, Assignment of copyright: Cross-border: clause 4*
- *Standard document, Assignment of patents: Cross-border: clause 5*
- *Standard document, Assignment of industrial designs: Cross-border: clause 4*

No amendments are necessary to the above clauses.

## Implied warranties from assignor

25. Is it usual for certain warranties to be implied into the terms of an IP right assignment in your jurisdiction? If yes, briefly describe what those implied warranties are, which types of IP assignments they apply to (if not all), and whether their application can be excluded from the terms of an assignment. State any relevant legislation.

The IP right statutes do not provide for any implied warranties into the terms of IP right assignments. While it does not specifically apply to IP right assignments, the Sale of Goods Act 1930 provides for implied warranties in sale of goods transactions. These implied warranties also apply to IP assignments as they form part of the public policy requirements of contract law.

The Sale of Goods Act distinguishes between a condition and a warranty:

- A condition is a term of a contract of sale that is essential for the main purpose of the contract. A breach of condition gives rise to a right to treat the contract as repudiated.
- A warranty is a term collateral to the main purpose of the contract, the breach of which gives rise to a claim for damages but not to a right to reject the goods and treat the contract as repudiated.

Whether a term of a contract is a condition or warranty depends of the construction of the contract. A term can be a condition even if it is called a warranty in the contract.

The Sale of Goods Act implies the following warranties and conditions in a sale of goods contract, which also apply to IP licences as mandatory rules of contract law:

- An implied condition that the seller has a right to sell the goods or, in the case of an agreement to sell, will have the right to sell the goods at the time when title is to pass. In an IP assignment, this means that the assignor warrants that it has clear title to the IP and an unimpeded right to deal with it absolutely.

- An implied warranty that the buyer will enjoy quiet possession of the goods. In an IP assignment, this means that the assignor warrants that, to its knowledge, there are no pending proceedings regarding the assigned IP.
- An implied warranty that the goods are free from any charge or incumbrance in favour of any third party not declared or known to the buyer before or at the time when the contract is made. In an IP assignment, this means that the assignor warrants that it has not created any interest in favour of third parties over the IP (such as a licence, security or any other lien) without disclosing it at the time of the assignment.

## Assignor indemnity

26. Is it usual for an assignee to seek an indemnity from an assignor? If yes, comment on whether the clauses below reflect standard practice in your jurisdiction and, if not, set out below any necessary amendments so that they do:

- *Standard document, Assignment of intellectual property rights: Cross-border: clause 5*
- *Standard document, Assignment of trade marks: Cross-border: clause 5*
- *Standard document, Assignment of copyright: Cross-border: clause 5*
- *Standard document, Assignment of patents: Cross-border: clause 6*
- *Standard document, Assignment of industrial designs: Cross-border: clause 5*

No amendments are necessary to the above clauses.

27. Does an assignee have a general obligation at law to mitigate any loss that it may suffer or incur as a result of an event that would give rise to a claim under an indemnity? State any relevant legislation.

Under the Indian Contract Act, a party is entitled to compensation for any loss or damage that naturally arises from a breach of contract in the usual course of things or which the parties knew, when they made the contract, was likely to result from the breach. However, the innocent party has an obligation to mitigate its loss. In estimating the loss or damage arising from a breach of contract, the court must take into account the means that existed to remedy the inconvenience caused by non-performance of contract.

## Assigning specific types of intellectual property rights

### TRADE MARKS

#### Partial assignment

28. Is it possible to make a partial assignment of a registered trade mark?

It is possible to assign or transfer a registered trade mark in relation to either all or some of the goods and/or services for which the trade mark is registered. However, a partial assignment requires the approval of the Registrar of Trade Marks. This is to avoid any likelihood of deception or confusion resulting from the exercise of multiple exclusive rights. The assignment document must be submitted for recordal within six months after approval is granted.

#### Goodwill

29. What is understood by the term "goodwill" in your jurisdiction?

In *Inland Revenue v Muller & co's Margarine Ltd*, Lord Macnaghten described "goodwill" as "a thing very easy to describe, very difficult to define. It is the benefit and advantage of the good name, reputation and connection of a business. It is the attractive force which brings in customers. It is the one thing which distinguishes an old established business from a new business at its first start. The goodwill of a business must emanate from a particular centre or source. However widely extended or diffused its influence may be, goodwill is worth nothing unless it has power of attraction sufficient to bring customers home to the source from which it emanates".

In *Toyota Jidosha Kabushiki Kaisha v M/s. Prius Auto Industries Limited*, decided on 14 December 2017, the Supreme Court of India, after approving the UK courts' view on the meaning of "goodwill", held that the overwhelming judicial and academic opinion all over the globe seems to be in favour of the territoriality principle as expressed in *Starbucks v British Sky Broadcasting [2015] UKSC 31*, where Lord Neuberger observed: "As to what amounts to a sufficient business to amount to goodwill, it seems clear that mere reputation is not enough...The claimant must show that it has a significant goodwill, in the form of customers, in the jurisdiction, but it is not necessary that the claimant actually has an establishment or office in this country. In order to establish goodwill, the claimant must have customers within the jurisdiction, as opposed to people in the jurisdiction who happen to be customers elsewhere. Thus, where the claimant's business is carried on abroad, it is not enough for a claimant to show that there are people in this jurisdiction who happen to be its customers when they are abroad. However, it could be enough if the claimant could show that there were people in this jurisdiction who, by booking with, or purchasing from, an entity in this country, obtained the right to receive the claimant's service abroad. And, in such

a case, the entity need not be a part or branch of the claimant: it can be someone acting for or on behalf of the claimant..."

30. Is goodwill automatically transferred to the assignee of a trade mark, or must it be expressly included in the terms of an assignment (see for example *Standard document, Assignment of intellectual property rights: Cross-border: clause 2(b)* and *Standard document, Assignment of trade marks: Cross-border: clause 2(b)*)? Does this depend upon whether the trade mark is registered or unregistered?

In India, both registered and unregistered trade marks can be assigned or transferred with or without goodwill. A deed of assignment must expressly state whether goodwill is included in the terms of the assignment.

To be enforceable, an assignment without goodwill must meet the following conditions:

- Within six months from the date of the assignment (which can be extended by three months), the assignee must apply to the Registrar for directions with respect to advertising the assignment in two newspapers, one in English and the other in a vernacular newspaper.
- After the assignee has advertised the assignment within the time permitted by the Registrar, it must provide proof of the advertisement to the Registrar. If satisfied, the Registrar will record the assignment.

## Co-ownership

31. Is it possible to co-own trade marks? If yes, are co-ownership agreements used to formalise the terms upon which the parties agree to co-own trade marks?

There is a general prohibition against the registration of two or more persons as independent or joint proprietors of a trade mark. However, joint ownership is permitted if the joint owners are only entitled to use the mark:

- On behalf of both or all of them.
- In relation to goods or services with which both or all of them are connected in the course of trade.

Joint proprietors are deemed to have the right to use the trade mark as if it had been vested in a single person (*section 24, Trade Marks Act*).

A co-ownership agreement can be used to formalise the terms upon which the parties agree to co-own trade marks. A co-ownership agreement need not be filed with the trade mark office.

## Copyright in trade marks

32. Under what circumstances might a trade mark also be protected by copyright? Is there anything additional that an assignee must do to ensure that copyright in a trade mark is transferred to it by the terms of an assignment?

In India, copyright subsists in:

- Original literary, dramatic, musical and artistic works.
- Cinematograph films and sound recordings.

The Trade Marks Act defines a trade mark as a mark capable of being represented graphically and capable of distinguishing goods or services of one person from those of others, including the shape of goods, their packaging and a combination of colours. Certain types of registrable subject matter under the Trade Marks Act can be protected under the Copyright Act, such as logos (as artistic works) and sound marks (as musical works).

Under the Copyright Act, the author is the first owner of the copyright in a work. In the context of artistic logos and jingles, the advertising agency that creates the works will qualify as first owner, provided that the works have been created by its employees in the course of their employment. In this case, the company or trade mark owner on whose behalf the works have been created under a contract for service must obtain a specific assignment of all rights in the works from the advertising agency before these can be further assigned. Therefore, an assignee of rights in a trade mark that comprises logos or musical works must insist on the assignor providing proof of copyright in the works.

## Acquiescence

33. If a registered trade mark owner has acquiesced in the use of a later trade mark whilst being aware of such use, is the owner prevented from applying for a declaration that the later trade mark is invalid, or from opposing the use of the later trade mark? If yes, how long must the period of acquiescence be before this rule applies, if at all? Are there any exceptions to this rule?



The owner of an earlier trade mark who has acquiesced for a continuous period of five years in the use of a later registered trade mark, being aware of that use, is no longer entitled to:

- Apply for a declaration that the later trade mark is invalid.
- Oppose the use of the later trade mark in relation to the relevant goods or services.

*(Section 33, Trade Marks Act.)*

However, this does not apply if the later trade mark was not applied for in good faith.

## **COPYRIGHT**

### **First owner of copyright work**

34. Is the general rule that the author of a copyright work (the person who creates it) is the first owner of that work? Are there any exceptions to this rule? If yes, briefly describe them.

The general rule under the Copyright Act is that the author of a work is the first owner of the copyright in it, subject to the following exceptions:

- Where the author creates a literary, dramatic or artistic work in the course of their employment by the proprietor of a newspaper, magazine or similar periodical under a contract of service or apprenticeship, the proprietor will, in the absence of any agreement to the contrary, be the first owner of the copyright in the work, provided that the copyright relates to the publication of the work in any newspaper, magazine or similar periodical, or to the reproduction of the work for the purpose of it being so published. In all other respects, the author will be the first owner of the copyright in the work.
- Where a photograph is taken, a painting or portrait drawn, or an engraving or a cinematograph film made for valuable consideration at the instance of any person, this person will be the first owner of the copyright, in the absence of any agreement to the contrary.
- In the case of a work made in the course of the author's employment under a contract of service or apprenticeship which is not covered by the two bullets above, the employer will be the first owner of the copyright, in the absence of any agreement to the contrary.
- The government is the first owner of any government work, in the absence of any agreement to the contrary. A "government work" is defined as a work that is made or published by, or under the direction or control of:
  - the government or any department of the government;

- any legislature in India; or
  - any court, tribunal or other judicial authority in India.
- In the case of a work made or first published by, or under the direction of, any public undertaking, that public undertaking will be the first owner of the copyright in the work, in the absence of any agreement to the contrary. A "public undertaking" means:
- an undertaking owned or controlled by the government;
  - a government company as defined in section 617 of the repealed Companies Act 1956 (section 2(45) of the new Companies Act 2001), that is, any company in which not less than 51% of the paid-up share capital is held by the central government, any state government or governments, or partly by the central government and one or more state governments (including a company that is a subsidiary of a government company); or
  - a body corporate established by or under any central, provincial or state Act.
- In the case of works of certain international organisations (see below), the international organisation will be the first owner of the copyright in the work, provided that:
- the work is made or first published by, or under the directions or control of, the organisation;
  - there would, apart from this provision, be no copyright in the work in India at the time of making or first publication of the work (as the case may be); and
  - either the work is published under an agreement with the author that does not reserve to the author the copyright, if any, in the work, or any copyright in the work would belong to the organisation under any of the above rules.

The Copyright (International Organisation) Order 1958 lists the following organisations:

- The United Nations (UN).
- Specialised agencies of the UN.
- The Organisation of American States.

*(Section 17, Copyright Act.)*

## **Recognition of moral rights**

35. Does your jurisdiction recognise moral rights, or any equivalent or similar rights that accrue to the author of a copyright work? If yes, provide a brief overview of those rights.

Under the Copyright Act, the author has the moral rights to:

- Claim authorship of the work.
- Prevent or claim damages in respect of any distortion, mutilation or other act in relation to the work if the distortion, mutilation, modification or other act would be prejudicial to their honour or reputation. This right is not available in respect of any adaptation of a computer program, where adaptation is necessary to use the computer program for the purpose for which it was supplied or to make back-up copies purely as a temporary protection against loss, destruction or damage.

Moral rights are non-assignable and inalienable, even if the economic rights in the works have been assigned.

36. Set out below any necessary amendments to clause 6 in each of the following standard documents to reflect the typical approach to moral rights (or the equivalent rights) in your jurisdiction:

- *Standard document, Assignment of intellectual property rights: Cross-border.*
- *Standard document, Assignment of copyright: Cross-border.*

*Standard document, Assignment of intellectual property rights: Cross-border: clause 6* and *Standard document, Assignment of copyright: Cross-border: clause 6* are contrary to Indian law because moral rights cannot be waived (see *Question 35*, *Question 38* and *Question 39*).

## Assertion of moral rights

37. Do some or all moral rights have to be asserted by the author before they apply, or do they take effect immediately upon creation of a copyright work?

In India, copyright arises immediately on creation of a work. Therefore, moral rights also come into effect immediately on creation.

## Assignment and waiver of moral rights

38. Can moral (or similar) rights be assigned and/or waived? Is the author the only one entitled to assign and/or waive them, or can an assignee of the works to which they relate also assign and/or waive them?

Moral rights are non-assignable and inalienable, and therefore cannot be assigned or waived.

39. Comment on whether *Standard document, Waiver of moral rights: Cross-border* is valid and enforceable in your jurisdiction and, if not, set out below any necessary amendments to make it so, and briefly explain your reasons.

Moral rights cannot be waived in India. Any provision to the contrary will be invalid and unenforceable.

## Exceptions to moral rights

40. Are there any particular types of works that moral rights do not apply to?

Moral rights apply to original literary, dramatic, musical and artistic works, cinematograph films and sound recordings. However, the right to prevent or claim damages in respect of any distortion, mutilation or other act in relation to the work is not available in respect of any adaptation of a computer program where adaptation is necessary to use the computer program for the purpose for which it was supplied or to make back-up copies purely as a temporary protection against loss, destruction or damage.

The Copyright Act also recognises the rights of performers. Performers enjoy inalienable and non-assignable moral rights of the same kind as those of authors.

## Database right

41. Under what circumstances might the subject matter comprised in a copyright work also be protected by database right? Is there anything additional that an assignee must do to ensure that rights to use the database are transferred to it by the terms of the assignment?

Databases are protected under the Copyright Act as literary works. The definition of "literary work" includes computer programs, tables and compilations, including computer databases. Additionally, the author of a database can bring a claim for breach of trust or confidence in relation to any dealings in a database without the author's authority or approval.

## First owner of database

42. Is the general rule that the maker of a database (the person who creates it) is the first owner of the database right in it? Are there any exceptions to this rule? If yes, briefly describe them.

Databases can be protected as literary works. Therefore, the first creator of a database is deemed to be the first owner of the copyright in it, subject to some exceptions (see [Question 35](#)).

## PATENTS

### First owner of invention

43. Is the general rule that the inventor is the first owner of an invention, and entitled to the rights in any patent granted in respect of that invention? Are there any exceptions to this general rule? If yes, briefly describe them.

The inventor is the first owner of the invention. However, a patent application can be made by any of the following persons, either alone or jointly with another:

- True and first inventor.
- Legal assignee(s) of the inventor.
- Legal representative(s) of a deceased inventor or assignee.

Although the Patents Act does not explicitly define the term "inventor", it has been defined by case law as a person who contributes any part of their ingenuity, skill or technical knowledge towards the invention. Reference to an assignee include the assignee of a legal representative or assignee of that person (*section 2(ab), Patents Act*).

The inventor(s) remain the sole owner of the rights in the patent, provided that they have not assigned their rights by way of an assignment or under an employment agreement. However, if the inventor created an invention in the course of their employment, the employer is entitled to the ownership rights in the related patent or patent application. In this case, the applicant must submit proof of its right to make an application by way of inventor declaration or an assignment deed.

## Divisional applications

44. Do patent applicants have the right to file "divisional patent applications"? If yes, is it possible to assign that right, along with the patent to which it relates? Are there any formal requirements for a valid and enforceable assignment of the right to file divisional applications, other than listing it in the manner shown at *Standard document, Assignment of patents: Cross-border: clause 2(a)(ii)*?

It is possible to file one or more divisional patent applications from a pending parent application to claim subject matter that is distinct from that claimed in the parent application (*section 16, Patents Act*).

The right to file a divisional application is transferred on assignment of the patent to which it relates. There are no specific formal requirements for a valid assignment of the right to file a divisional application, unless otherwise provided in the deed of assignment.

## Improvements

45. Briefly describe any potential issues that the obligation in *Standard document, Assignment of patents: Cross-border: clause 3* might give rise to, including in relation to competition law, and set out below any necessary amendments to address them.

The Competition Commission of India (CCI) is yet to examine issues relating to patent assignments and their implications under the Competition Act 2002. If a type of behaviour or agreement is anti-competitive and causes an appreciable adverse effect on competition in India, the CCI can examine the conduct or agreement in question and pass an appropriate order, such as an order imposing a penalty or modifying the agreement.

Further, under section 21 of the Competition Act 2002, where in the course of a proceeding before a statutory authority such as an IP office (see Question 9), an issue is raised by any party that a decision which the statutory authority has taken or proposes to take, is or would be contrary to any of the provisions of the Competition Act, then the statutory authority may make a reference in respect of this issue to the Competition Commission. Additionally, any statutory authority, may, *suo motu*, make such a reference to the Competition Commission.

## INDUSTRIAL DESIGNS

### First owner of industrial design

46. Is the general rule that the designer is the first owner of any design right in a design? Are there any exceptions to this rule? If yes, briefly describe them.

The general rule is that the designer is the first proprietor of the design. The proprietor of a new or original design means any of the following:

- Any person that commissions a design to be executed by an author for good consideration.
- Any person that acquires the design or right to apply the design to an article, either exclusively or otherwise.
- In all other cases, the author of the design or any other person who acquired the property in, or right to apply for, the design from the original proprietor.

(Section 2(j), Designs Act.)

The designer remains the author of a design unless there is an express assignment or employment agreement to the contrary.

## Registered and unregistered

47. Do both registered and unregistered design rights subsist in your jurisdiction? State any relevant legislation.

Registered designs are governed by the Designs Act. Unregistered design rights are not protected under the Designs Act. Under section 15(2) of the Copyright Act, copyright in an unregistered design ceases once 50 reproductions of the article on which the design is applied are made.

48. How is the territorial scope of each type of design right determined?

Design rights are territorial in nature and confer protection in the territory in which they are registered. The owner of a registered design can use the design for the article for which it is registered and has the right to sue infringers for damages. Unregistered design rights are also territorial in nature. Unregistered designs are protected under the law of passing off, provided that the owner of the design is able to establish goodwill, distinctiveness, and all other elements required to avail of the common law remedy of passing off.

49. Do both types of design right protect the same aspects of a design? What are those aspects for the respective rights?

Under section 2(d) of the Designs Act, a design means the features of a shape, configuration, pattern, ornament or composition of lines or colours applied to any article, in two or three dimensional form (or both), by any industrial process or means, whether manual, mechanical, chemical, separate or combined, which in the finished article appeal to and are judged solely by the eye. This definition does not include:

- Any mode or principle of construction, or anything that is in substance a mere mechanical device.



- Any trade mark as defined in section 2(1)(v) of the Trade and Merchandise Marks Act 1958.
- Any property mark as defined in section 479 of the Indian Penal Code.
- Any artistic work as defined in section 2(c) of the Copyright Act.

50. Do both types of design right give the proprietor the same duration of protection, and scope of rights, for their design? What are the respective periods of protection and scope of the rights?

Under the Designs Act, design registration provides the applicant with copyright in the design for an initial term of ten years, which can be extended by 15 years. Copyright in an unregistered design ceases once 50 reproductions of the article on which the design is applied are made.

51. Are any particular features or types of design excluded from protection under the registered and/or unregistered design right regimes?

The following designs cannot be registered:

- Designs that are not new or original.
- Designs that have been disclosed to the public anywhere in India or in any other country through publication in tangible form or use or in any other way before the filing date or, where applicable, the priority date of the application for registration.
- Designs that cannot significantly be distinguished from known designs or combinations of known designs.
- Designs that contain scandalous or obscene matter.

(Section 4, Designs Act.).

## Confirmatory assignments of intellectual property rights

52. Under what circumstances are confirmatory assignments of IP rights used in your jurisdiction, if at all (see *Standard document, Letter confirming assignment of intellectual property rights: Cross-border*)?

When future patent rights have been assigned, a confirmatory assignment must be executed and submitted to the Patent Office when the rights come into existence. In India, it is the practice to file a standard standalone deed of assignment with the IP offices, even if it may be a confirmatory assignment as part of a wider transaction.

53. Does a confirmatory assignment of IP rights have to comply with any particular formalities to be valid and enforceable?

Confirmatory assignments of IP rights are not subject to any particular formalities to be valid and enforceable except the provisions of Indian Contracts Act 1872.

54. Set out below any necessary amendments to make *Standard document, Letter confirming assignment of intellectual property rights: Cross-border* valid and enforceable in your jurisdiction, and briefly explain your amendments.

No amendments are required.

**Contributor details**

**Jyoti Sagar, Managing Partner**

**Rajendra Kumar, Counsel and Senior Advisor**

**Deepa K Tiku, Partner**

**Namrata Chadha, Partner**

**Saurabh Anand, Senior Associate**

**K&S Partners**

**Areas of practice:** Intellectual Property Attorneys.

T +91 124 4708 700

E [postmaster@knspartners.com](mailto:postmaster@knspartners.com)

W [www.knspartners.com](http://www.knspartners.com)

**Jyoti Sagar, Chairman and Founder**

**Aashit Shah, Partner**

**Kumarmanglam Vijay, Partner**

**Vaibhav Choukse, Partner**

**J. Sagar Associates**

T +91 124 4390 600

E [gurugram@jsalaw.com](mailto:gurugram@jsalaw.com)

W [www.jsalaw.com](http://www.jsalaw.com)

---

**END OF DOCUMENT**