

### SHARP V/S OPPO LTE

Ref: [anandtech.com](http://anandtech.com), **Tuesday, 10.03.2020**



Sharp has sued OPPO Japan for infringement of its 4G/LTE patents covering communication technologies used in smartphones. Sharp on one hand belongs to Foxconn Electronics, the world largest contract producer of electronics based out from Taiwan while OPPO is part of BBK Electronics, a Chinese Company which owns popular brands like One Plus, Vivo and Realme. Case has been instituted at Munich and Tokyo District Courts. Whether the suits culminate into cross licensing or barred by acquiescence in light of the technology being in market for over a decade is for all of us to witness.

### ISKCON V/S ISKCON APPARELS

Ref: [livelaw.in](http://livelaw.in), **Tuesday, 10.03.2020**



"TERM ISKCON IS EXCLUSIVE AND NEEDS HIGHEST DEGREE OF PROTECTION," SAYS BOMBAY HIGH COURT

Bombay High Court has recently granted an injunction against an apparel company using trade name ISKCON Apparel Private Limited in a trademark passing off and infringement suit. The suit has been filed by International Society for Krishna Consciousness (ISKCON). It was held that this tradename was deliberately adopted by the Defendants in order to encash upon the well - established reputation and goodwill of the Plaintiffs.

### OFF WHITES QUEST FOR BRAND

Ref: [thefashionlaw.com](http://thefashionlaw.com), **Wednesday, 18.03.2020**



Off White double header, the streetwear brand has recently gained popularity for its quest to get its brand registered for two marks being "Product Bag" and "a zip tie with a substantially rectangular end, all in the color red" for use on clothing and bags. USPTO while expressing concerns over registration of these brands have pushed back registrations and responded by issuing official actions. The main reason for opposition has been functionality of the configuration of the zip tie and the failure of Product bag trademark to serve as an indication of the source of products on which it appears.

### COMPULSORY LICENSE FOR KALETRA

Ref: [keionline.org](http://keionline.org), **Monday, 23.03.2020**



Israel's Minister of Health has issued a State Permit to exploit an invention pursuant to their Patent laws for importation of Kaletra for the sole purpose of medicinal treatment of Covid-19 patients. Knowledge Ecology International has obtained original permit and this is the first time Israel has invoked this provision for public non-commercial use. This permit has authorized KS Kim International (Importer) to import Kaletra from Hetero based in India. Apart from this many

experimental treatments have been approved by Health Ministry of Israel.

### **FORCE MAJEURE AND DOCTRINE OF FRUSTRATION**

**Ref: [livelaw.in](http://livelaw.in), Saturday, 28.03.2020**



Force Majeure clause is an implied provision drawn from the Doctrine of Frustration when a contract becomes impossible to perform in consonance with Section 56 of the Indian Contract Act, 1872. The contract in those unavoidable circumstances becomes void. The clause being a contractual matter is much dependent upon the clauses and their interpretation. The situation that the world at large is facing today regarding the epidemic of Coronavirus is something that is beyond the control of ordinary mortals and has been unforeseen as well as unavoidable, hence fulfilling the criteria of falling within the ambit of force majeure. The main intention behind invoking this clause as per various legal decisions is to save performing party from consequences of something over which they have no control. In order to combat the threat of COVID-19, the Central Governments in India invoked The Epidemic Diseases Act 1897 and notified Covid 19 as an Epidemic on 11 March, 2020. As a part of special measures under this Act, the Government of India has issued strict orders dated 24 March 2020 prescribing lockdown for COVID-19 epidemic in the country according to which States have been directed to take appropriate social distancing measures. This has resulted into severe restrictions in commercial activity in the country. This scenario is extraordinary and can be termed as change of law. The impact on third parties in cases of delay for performance of the contract must be

analysed in great detail for the sake of all stakeholders involved. There are peculiar cases where general terms of the contract do not clearly specify the course of contract in case of untoward event. In such cases, Doctrine of Frustration can be invoked and where time is of the essence of contract, complete economy lockdown will result into contract becoming voidable.

### **NISSAN TRADEMARKS NEW COMPANY LOGO**

**Ref: [auto.ndtv.com](http://auto.ndtv.com), Sunday, 29.03.2020**



Japanese auto giant Nissan has filed for a trademark of a new corporate logo replacing the existing three - dimensional logo. The logo has familiar Nissan name in the centre with two arcs at the top and bottom respectively. The logo will be two-dimensional and monochromatic. With launch of new brand, Nissan is making an endeavour for multiple marketing strategies to revive its position in the automotive arena.

### **MICROSOFT PATENT APPLICATION FOR CRYPTO TECHNOLOGY**

**Ref: [coindesk.com](http://coindesk.com), Monday, 30.03.2020**



American Computer giant Microsoft has recently filed a patent application for crypto mining system where sensors can detect activity associated with specific tasks such as time spent viewing advertisements and convert it into computer readable data to

solve computational problems in the same way as conventional proof of work system. The peculiar aspect is that instead of massive computation work required by some conventional cryptocurrency systems, data generated based on the body activity of the user can be a proof-of-work, and therefore, a user can solve the difficult problem unconsciously. The main benefit of this kind of system is that it can be used to incentivize users to perform certain tasks. This system is expected to be fully centralized and the protocol whether it would run off a fork of an existing protocol or a based on a whole new blockchain entirely is yet to be worked out.

**KUMAR VISHWAS SUES ZOMATO**  
**Ref: [livelaw.in](http://livelaw.in), Monday, 30.03.2020**



Zomato Media Pvt Ltd and Radio City have been sued for infringement by Dr Kumar Vishwas alleging that his famous copyrighted poem “Koi Dewana Kehta Hai” has been used in promotional advertisement and for running and broadcasting the ad jingle on Radio City and various Radio Channels in the National Capital Region. Delhi High Court has passed interim order restraining the defendant from using or containing the copyrighted literary work “Koi Deewana Hai” and its unique style of rendition. This matter has been deferred because of unexpected suspension of judicial proceedings due to situation of pandemic created by Coronavirus. The unique musical rendition, recitation and performance of poetic work has become an intrinsic part of his reputation. The alleged

use is in gross violation of Section 51 of the Copyright Act.

**HUL ACQUIRES HORLICKS FROM GSK**  
**Ref: [economictimes.indiatimes.com](http://economictimes.indiatimes.com), Wednesday, 01.04.2020**



Hindustan Unilever Limited, the country’s biggest consumer goods firm has acquired Horlicks brand from GSK Plc. As per this deal, company can utilize cash on balance sheet of its parent company Unilever and create value for shareholders. HUL have also completed their merger with GlaxoSmithKline Consumer Healthcare paving the way for unlocking significant synergies both in revenue and costs. Other GSK brands include Boost, Maltova and Viva as part of the merger that will significantly boost HUL’S food and refreshment portfolio.

**BENEFACTOR CANNOT CHALLENGE WILL**  
**Ref: [livelaw.in](http://livelaw.in), Friday, 03.04.2020**



Apex Court in its recent judgement Bhagwat Sharan v. Purushottam & Ors. has observed that a person who takes benefit of a portion of the Will cannot challenge remaining portion of the will. While succinctly laying down the law, it was held that nobody can be permitted to approbate and reprobate at the same time. Doctrine

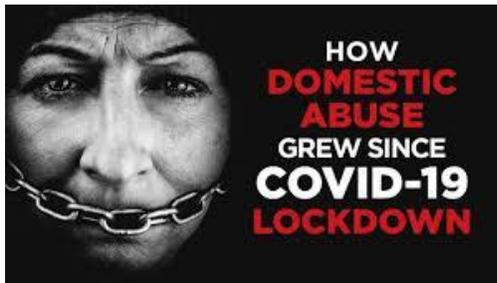
of election being a facet of law of estoppel, cannot be taken advantage of in a way when one party knowingly accepts the benefit of contract then they are estopped from denying the validity or binding effect of such contract.

**NATCO LAUNCHES FARXIGA COPY Ref: [economictimes.indiatimes.com](http://economictimes.indiatimes.com), Tuesday, 07.04.2020**



Natco Pharma has launched generic versions of AstraZeneca’s patented anti-diabetes brand Farxiga. The brand will be available in 5 mg and 10mg strengths. The cost of this brand is low too. Natco has been consistently engaged in launching these generic versions which have been welcomed by health activists on one hand but have drawn international flak from pro patent groups. No injunction has been moved in this regard by Astra Zeneca against Natco yet but the removal of lockdown is expected to be followed by a surge in litigation in various aspects.

**DOMESTIC VIOLENCE INCREASES Ref: [in.news.yahoo.com](http://in.news.yahoo.com), Wednesday, 08.04.2020**



As people continue to isolate themselves amidst the global pandemic of coronavirus, couples face increasing concerns with respect to staying healthy and keeping

their children occupied. But there is one section of society that includes the victims of domestic violence for whom survival in itself is under question. Resources and insight provided by Shakti Project reveal that women who are staying in abusive relationships have become more vulnerable to violence. Abuse can take many forms including not providing shelter or resources, physical abuse, forced exposure to disease, not allowing washing of hands and sharing misinformation. Care must be taken that a safety plan exists for protection and security of victim and in case children are involved then one needs to exercise utmost care and caution.



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