

Deficiency. "Deficiency" as per Sec. 2(1)(g) means any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which is required to be maintained by or under any law for the time being in force or has been undertaken to be performed by a person in pursuance of a contract or otherwise in relation to any service.

Restrictive Trade Practice. As per Sec.2(1)(nn) of the Act, "Restrictive Trade Practice" means any trade practice which requires a consumer to buy, hire or avail of any goods or as the case may be, services as a condition precedent for buying, hiring or availing of other goods or services.

Trader. According to Sec.2(1)(q) "trader" in relation to any goods means a person who sells or distributes any goods for sale and includes the manufacturer thereof, and where such goods are sold or distributed in package form, includes the packer thereof.

Unfair Trade Practice. As per Sec.2(1)(r) "Unfair Trade Practice" means a trade practice which, for the purpose of promoting the sale, use or supply of any goods or for the provision of any service, adopts any unfair method or unfair or deceptive practice including any of the following practices, namely —

- (1) The practice of making any statement, whether orally or in writing or by visible representation.
 - (i) Falsely represents that the goods are of a particular standard, quality, quantity, grade, composition, style or model;
 - (ii) Falsely represents that the services are of a particular standard, quality, or grade;
 - (iii) Falsely represents any re-built, second-hand, renovated, reconditioned or old goods as new goods;
 - (iv) Represents that the goods or services have sponsorship, approval, performance, characteristics, accessories, uses or benefits which such goods or services do not have;
 - (v) Represents that the seller or the supplier has a sponsorship or approval or affiliation which such seller or supplier does not have;
 - (vi) Makes a false or misleading representation concerning the need for or the usefulness of, any goods or services;
 - (vii) Gives to the public any warranty or guarantee of the performance, efficacy or length of life of a product or of any goods that is not based on an adequate or proper test thereof;

Provided that where a defence is raised to the effect that such warranty or guarantee is based on adequate or proper test, the burden of proof of such defence shall lie on the person raising such defence;
 - (viii) Makes to the public a representation in a form that purports to be —
 - (a) A warranty or guarantee of a product or of any goods or services; or
 - (b) A promise to replace, maintain or repair an article or any part thereof or to repeat or continue a service until it has achieved a specified result, If such purported warranty or guarantee or promise is materially misleading or if there is no reasonable prospect that such warranty, guarantee or promise will be carried out;
 - (ix) Materially misleads the public concerning the price at which a product or like products or goods or services, have been or are, ordinarily sold or provided, and, for this purpose, a representation as to price shall be deemed to refer to the price at which the product or goods or services has or have been sold by sellers or provided by suppliers generally in the relevant market unless it is clearly the price at which the product has been sold or services have been provided by the person by whom or on whose behalf the representation is made;

- (x) Gives false or misleading facts disparaging the goods, services or trade of another person.

Explanation : For the purpose of clause (1), a statement is —

- (a) Expressed on an article offered or displayed for sale, or on its wrapper or container; or
- (b) Expressed on anything attached to, inserted in, or accompanying, an article offered or displayed for sale, or on anything on which the article is mounted for display or sale; or
- (c) Contained in or on anything that is sold, sent, delivered, transmitted or in any other manner whatsoever made available to a member of the public,

Shall be deemed to be a statement made to the public by, and only by, the person who had caused the statement made to be so expressed, made or contained;

- (2) Permits the publication of any advertisement whether in any newspaper, or otherwise, for the sale of supply at a bargain price, of goods or services that are not intended to be offered for sale or supply at the bargain price, or for a period that is, and in quantities that are, reasonable, having regard to the nature of the market in which the business is carried on, the nature and size of business, and the nature of the advertisement.

Explanation : For the purposes of clause (2), “bargaining price” means —

- (a) A price that is stated in any advertisement to be a bargain price, by reference to an ordinary price or otherwise, or
- (b) A price that a person who reads, hears or sees the advertisement, would reasonably understand to be a bargain price having regard to the prices at which the product advertised or like products are ordinarily sold;

- (3) Permits —

- (a) The offering of gifts, prizes or other items with the intention of not providing them as offered or creating impression that something is being given or offered free of charge when it is fully or partly covered by the amount charged in the transaction as a whole;
- (b) The conduct of any contest, lottery, games of chance or skill, for the purpose of promoting, directly or indirectly, the sale, use or supply of any product or any business interest;

- (4) Permits the sale or supply of goods intended to be used, or are of a kind likely to be used, by consumers, knowing or having reason to believe that the goods do not comply with the standards prescribed by competent authority relating to performance, composition, contents, design, constructions, finishing or packaging as are necessary to prevent or reduce the risk of injury to the person using the goods;

- (5) Permits the hoarding or destruction of goods, or refuses to sell the goods or to make them available for sale or to provide any service, if such hoarding or destruction or refusal or tends to raise or is intended to raise, the cost of those or other similar goods or services.

Rights of Consumers

The consumers rights include the right not to buy a product that is offered for sale, to expect the product to be safe, to expect the product to be what it is claimed to be, to be adequately informed about the more important aspects of the product, to be protected against questionable production and marketing practices and to influence products and marketing practices in directions that will enhance the “quality of life”. He has a right to receive proper and efficient service and satisfaction.

Consumers' Rights

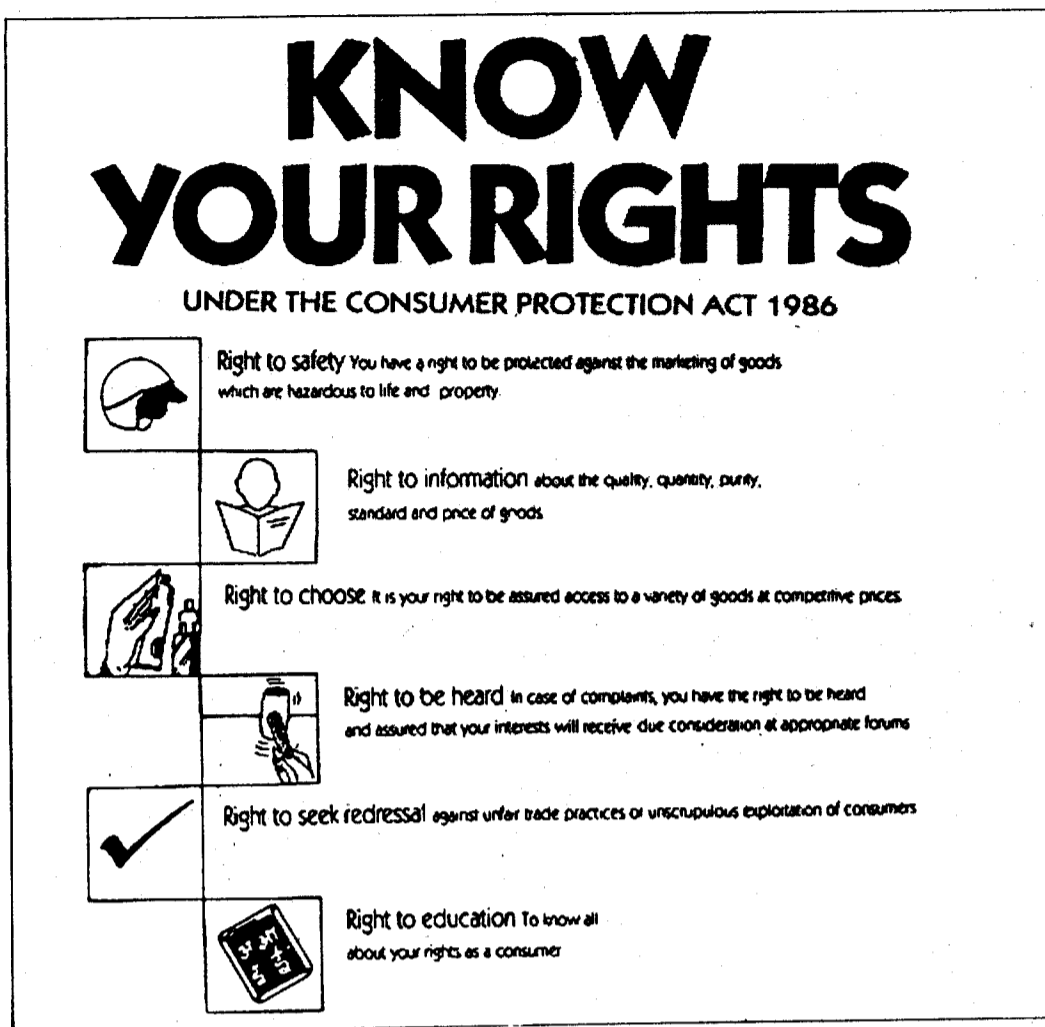


Fig. 4.3

Section 6 provides for the objects of the Central Consumer Protection Council. It has to promote and protect the right of the consumers. These are:

- I. **The Right of Safety** i.e., the right to be protected against the marketing of goods which are hazardous to life and property. There are various risks involved in the consumption and use of products, such as electrical appliances, drugs, cosmetics, pressure cookers etc. The products may cause even risk to life on the slightest lapse in their use.
- II. **The Right to be Informed** i.e., the right to be informed about the quality, quantity, potency, purity, standard and price of goods so as to protect the consumer against unfair trade practices. The consumer should be given relevant information in detail about —
 - (i) the product, including the name and address of manufacture, date of manufacture, ingredients, technical specifications, etc.

- (ii) the precautions, if any, to be taken, in the use of product and its proper maintenance and up-keep;
 - (iii) the strength, durability, serviceability and re-use value of the product;
 - (iv) the cost structure of the product, the reliability of the quality, the side and/or after-effects (especially in the case of drugs), risks involved in the use of household gadgets, toys for children etc.
- III. The Right to Choose** i.e. the right to be assured, wherever possible, access to a variety of goods at competitive prices. The consumer should be given the right to make evaluation of the alternative products and to accept the one which he chooses. He should not at all be made the victim to high-pressure and aggressive salesmanship.
- IV. The Right to be Heard** i.e., the right to be heard and to be assured that consumer's interest will receive due consideration at appropriate forums. This right includes the right to make protest. The consumer can exercise this right either himself or through consumers associations or through letters to newspapers. Many business houses maintain Consumer Affairs Departments to entertain the consumer's feedback about their products.
- V. The Right to Seek Redressal** i.e., the right to seek redressal against unfair trade practices or unscrupulous exploitation of the consumer. The consumer has a right to get his claims and complaints settled against the manufacturers and sellers. The various fora under the Act, act as redressal agencies for this purpose.
- VI. The Right to Consumer Education.** Consumer education is an important determinant of consumer protection and satisfaction. This will help a consumer in protecting himself against fraudulent, deceitful and grossly misleading information, advertising, labelling, or other practices. He must be told what his rights are, and under what provisions of law, and what remedies are available under the different enactments.

Three-tier Grievance Redressal Machinery for Enforcement of the Rights of the Consumers

Section 9 provides for establishment of Consumer Disputes Redressal Agencies. These are:

- (i) District Forum, established by the state government in each district of the state;
- (ii) State Commission, established by the state government, in the state, and
- (iii) National Commission established by the Central Government.

The State Government may, however, establish more than one forum in a district, wherever necessary. An aggrieved consumer may file a complaint with either of agencies, keeping in mind the provisions of Sections 11, 17 and 21, which define their jurisdiction.

Manner in which complaint shall be made (Sec. 12). A complaint in relation to any goods sold or delivered or agreed to be sold or delivered or any service provided or agreed to be provided, may be filed with a District Forum, by —

- (i) the consumer to whom such goods are sold or delivered or agreed to be sold or delivered or such service provided or agreed to be provided;
- (ii) any recognised consumers association whether the consumer to whom the goods sold or delivered or service provided or agreed to be provided is a member of such association or not; or
- (iii) One or more consumers, where there are numerous consumers having the same interest, with the permission of the District Forum, on behalf of, or for the benefit of, all consumers so interested; or

(iv) the Central or the State Government.

It is not the requirement that drafting of the complaint must be like that of a plaint to be moved in a civil court. The complaint should be with the simple purpose of conveying why, how and on what basis damages have been claimed.

If the value of goods and compensation amount does not exceed Rs. 5 lakhs, the consumer can get redressal of the breach of his right by approaching a District Consumer Forum. If it exceeds Rs.5 lakhs but is less than Rs. 20 lakhs, the consumer can make complaint to State Commissioner. And in cases, where compensation exceeds Rs. 20 lakhs a consumer should approach National Commissioner.

Penalties (Sec. 27)

Where a trader or a person against whom a complaint is made [or the complainant] fails or omits to comply with any order made by the District Forum, the State Commission or the National Commission, as the case may be, such trader or person [or complainant] shall be punishable with imprisonment for a term which shall not be less than one month but which may extend to three years, or with fine which shall not be less than two thousand rupees but which may extend to ten thousand rupees, or with both provided that the District Forum, the State Commission or the National Commission, as the case may be, may, if it is satisfied that the circumstances of any case so require, impose a sentence of imprisonment or fine, or both, for a term lesser than minimum term and the amount lesser than the minimum amount specified.

Thus, the Consumer Protection Act provides simplified, inexpensive and speedy remedy for redressal of consumer's grievances.

LAWs ABROAD

Trademarks and the United States

Trademark laws in the United States are outlined under what is commonly known as the Lanham Act or the Trademarks Act of 1946. A section was added to deal with false designations of origin or false descriptions of goods. These false claims may be referred to in other countries as passing-off.

Definition of Trademarks. A trademark is any mark, word, letter, number, design, picture or combination thereof in any form of arrangement that:

- (a) is adopted and used by a person to denominate goods which he or she markets and is affixed to the goods and;
- (b) is not a common or generic name for the goods or a picture of them, or a geographical, personal, or corporate or other association name, or a designation descriptive of the goods or of their quality, ingredients, properties and functions (Trademark Act Sec. 2,715).

A trade name is any designation that:

- (a) is adopted and used by a person to denominate goods which he or she markets or services which he or she renders or a business which he or she conducts, or has to be so used by others; and
- (b) through its association with such goods, services, or business, has acquired a special significance as the name thereof (Trademark Act Sec. 2,716).

Infringement. One infringes another's trademark or trade name if:

- (a) without a privilege to do so, he or she uses in his or her business, in the manner of a trademark or trade name, a designation which is identical with or confusingly similar to the other's trademark, though he or she does not use the designation for the purpose of deception; and
- (b) The other's interest in his name is protected with reference to:
 - (i) the goods, services or business in connection with which the actor uses his or her designation, and

- (ii) the markets in which the actor uses the designation;
- (c) the other's trademark is not a clear likeness of a third person's prior and subsisting trademark or trade name in substantially the same market for the same or clearly related goods (Trademark Act Sec. 2,717).

Passing off. The false designations of origin and false descriptions are forbidden as follows:

- (a) Any person who, on or in connection with any goods or services or any container for goods, uses in commerce any word, term, name, symbol, or device or any combination thereof, or any false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which:
 - (i) is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation connection, or association of such person with another person, or as to the origin sponsorship or approval of his or her goods, services, or commercial activities by another person; or
 - (ii) if commercial advertising or promotion, misrepresents the nature characteristics, qualities or geographic origin of his or her or another persons goods services, or commercial activities.

Shall be liable in a civil action by any person who believes that he or she is or likely to be damaged by such act.

Testing for likelihood of confusion. The determination of trademark infringement sometimes depends on establishing whether the public has been confused by the alleged infringer. The courts consider various points in testing for likelihood of confusion.

They are:

- (a) The similarity or dissimilarity of the trademark in their entireties as appearance, sound connotation and commercial impression;
- (b) The similarity or dissimilarity and nature of the goods or services as described in an application;
- (c) The similarity or dissimilarity of established, likely-to-continue trade channels;
- (d) The conditions under which and buyers to whom sales are made, i.e. impulse versus careful sophisticated shopping;
- (e) The fame of the prior mark (sales, advertising, length of use);
- (f) The number and nature of similar marks in use on similar goods;
- (g) The nature and extent of any actual confusion;
- (h) The length of time during and conditions under which there has been concurrent use without evidence of actual confusion;
- (i) The variety of goods on which a mark is or is not used (house mark, family mark, product mark);
- (j) The market must interface between applicant and the owner of a prior mark;
 - (i) a mere consent to register to use;
 - (ii) agreement provisions designed to preclude confusion, i.e., limitations on continued use of the marks by each party.
 - (iii) Assignment of mark, application, registration and goods will of the related business.
 - (iv) Laches and estoppel attributable to owner of prior mark and indicative of lack of confusion.
- (k) The extent to which applicant has a right to exclude others from use of its mark on their goods;
- (l) The extent to potential confusion;
- (m) Any other established fact prohibitive of the effect of use [Trademark Act, Sec. 2(d) 159].

Among the different legal jurisdiction in the United States, there is very little agreement on what factors to consider in testing for likelihood of confusion (Fletcher 1989). Some circuits apply equal weight to many factors, some apply equal weight to only a few factors and some focus on only one or two factors. Each circuit may also consider different factors as the most important.

Trademarks in Canada. Any term, symbol, design or combination of these that identifies a business or a product is called a trademark in Canada and is protected under the Federal Trademark's Act (1989). A trademark must be registered to be protected under the statute. Exclusive rights and protection are granted for use throughout Canada and in other countries party to the International Trademark Agreement. This protection is granted for fifteen years and is renewable (Yates 1989).

Definition of a trademark. In chapter T-13, Section 2 of the Trademarks Act, a trademark is defined as a mark that is used for the purpose of distinguishing goods or services that are of a defined standard with respect to:

- (a) the character or quality of the goods or services;
- (b) the working conditions under which the goods have been produced or the services performed;
- (c) the class of persons by whom the goods have been produced or the services performed; or
- (d) the area within which the goods have been produced or the services performed. From goods or services that are not of that defined standard.

Confusion. When the distinguishing aspect is not met, it is said, that the goods or services are confused. The word "confusing" when applied as an adjective to a trademark or trade name, means that the use of a trademark or trade name causes confusion with another trademark or trade name in the same area. This confusion would be likely to lead to the inference that the goods and services associated with:

- (a) those trademarks;
- (b) the trademark and those associated with the business carried on under the trade name;
- (c) the business carried under the trade name and those associated with the trademark are manufactured, sold, leased, hired or performed by the same person, whether or not the wares or services are of the same general class (Trademarks Act Chap. T-135.6)

Consideration of what is Confusing. In determining whether trademarks or trade names are confusing, the court regards the following:

- (a) the inherent distinctiveness of the trademarks or trade names and the extent to which they have become known;
- (b) the length of time the trademarks or trade names have been in use;
- (c) the nature of the wares, services, or business;
- (d) the nature of the trade; and
- (e) the degree of resemblance between the trademarks or trade names in appearance or sound or in the ideas. Suggested by them (Trademarks Act chap. T-13.5.6[5]).

Unfair competition and prohibited marks. No person shall:

- (a) make false or misleading statements tending to discredit the business, wares or services of a competitor,
- (b) direct public attention to his or her wares, services or business in such a way as to cause or likely to cause confusion in Canada, at the time he or she commenced so to direct attention to them, between his or her wares, services, or business and the wares, services or business of another;
- (c) pass off other wares or services as and for those ordered or requested;
- (d) make use in association with wares or services, of any description that is false in material respect and likely to mislead the public as to;

- (i) the character, quality, quantity or composition,
- (ii) the geographical origin, or
- (iii) the mode of the manufacture, production or performance of the wares of services (chap. T-13, Sec.7).

Infringement. The right of the owner of a registered trademark to its exclusive use shall be deemed to be infringed by a person not entitled to its use under this Act who sells, distributes or advertises wares or services in association with a confusing trademark or trade name, but no registration of a trademark prevents a person from making:

- (a) any *bonafide* use of his personal name as a trade name; or
- (b) any *bonafide* use, other than as a trademark,
 - (i) of the geographical name of the place of business or
 - (ii) of any accurate description of the character or quality of his wares or services, in such a manner as is not likely to have the effect of depreciating the value of the goodwill attaching to the trademark (Trademarks Act chap. T-13, Sec.20).

Concurrent use of Confusing Marks. Respecting a registered trademark the registration of which is entitled to protection. It is made to appear to the federal court that one of the parties to the proceedings, other than the registered owner of the trademark, had in good faith used a confusing trademark in Canada before the date of filing of the application for that registration, and the court considers that is not contrary to public interest that the continued use of the confusing trademark or trade name should be permitted in a defined territorial area concurrently with the use of the registered trademark. The court may order that the other party may continue to use the confusing trademark or trade name within that area with an adequate specified distinction from the registered trademark [Trademarks Act chap. T-13, Sec. 21 (1)].

Depreciation of Goodwill. No person shall use a trademark registered by another person in a manner that is likely to have the effect of depreciating the value of the goods will attaching thereto. In any action to the above, the court may decline to order the recovery of damages or profits and may permit the defendant to continue to sell wares marked with the trademark that were in his or her possession or under his or her control at the time the notice was given to him or her that the owner of the registered trademark complained of the use of the trademark (Trademarks Act chap. T-13, Sec. 22).

Trademarks and the European Union. Since the EU is yet to formalize the collective agreement on trademarks, the council of European communities had written a directive relating to trademarks (1989).

Definition of a Community Trade Mark. A community trademark may consist of any signs capable of being represented graphically, particularly words, including personal names, designs, letters, numerals, the shape of goods or of their packaging, provided that such signs are capable of distinguishing the goods or services of one undertaking from those of other undertakings (Trademarks, Dir. 89/104, A.2).

The Council and the Commissioner consider that the definition of a trademark does not rule out the possibility:

- of registering as a community trademark a combination of colours or a single colour;
- of registering in the future, as Community trademarks, sounds, i.e., distinctive audibles,

Provided that they are capable of distinguishing the goods or services of one undertaking from those of other undertakings.

The Council and the Commission consider that the word "shape" is also intended to cover the three dimensional form of goods and that where goods are packaged, the expression "shape of goods" includes the shape of the packaging.

Adoption of this law will make it easier for a trademark to qualify for registration allowing companies to register three-dimensional shapes such as Johnny Walker whiskey bottles, which form part of the brand. So a distinctively shaped bottle will become just as registrable as a brand name.

Ineligible Trade marks. The following shall be refused registration as a trademark:

- (a) signs which do not conform to the requirements outlined in defining EU trademarks;
- (b) trademarks which are devoid of any distinctive character;
- (c) trademarks which consist exclusively of signs or indications which may serve, in trade, to designate the kind, quality, quantity, intended, purpose, value, geographical origin, or the time of production of the goods or rendering of the service or other characteristics of the goods or service;
- (d) trademarks which consist exclusively of signs or indications which have become customary to designate the goods or service in the current language or *bonafide* and established practices of the trade;
- (e) signs which consist exclusively of —
 - (i) the shape which results from the nature of the goods themselves, or
 - (ii) the shape of goods which is necessary to obtain a technical result, or
 - (iii) the shape which gives substantial value to the goods.
- (f) trademarks which are contrary to public policy or to accepted principles of morality;
- (g) trademarks which are of such a nature as to deceive the public, for instance as to the nature, quality or geographical origin of the goods or services;
- (h) trademarks which have not been authorized by the competent authorities;
- (i) trademarks which include badges, emblems or escutcheons (Trademarks, Dir. 89/104. A.3).

Unfair Competition. The Council and the Commission consider that the reference to the law of Member States relating in particular to civil liability and unfair competition is to be construed as including passing off. Passing-off is a term used in common-law countries such as the United Kingdom. It occurs when one person presents goods or services in a way which is likely to injure the business or goodwill of another person, for example by causing the public to believe that they are goods or services associated with that other person. In order to succeed in an action for passing-off, a plaintiff must show that the way his or her goods or services are presented by the defendant is likely to be injured by that confusion. It is not however necessary to show that the defendant intended to mislead or confuse the public.

Licensing. There are five points put forth by the commission with respect to licensing:

- (1) A community trademark may be licensed for some or all of the goods or services for which it is registered and for the whole or part of the community. A license may be exclusive or non-exclusive.
- (2) The proprietor of a community trademark may invoke the rights conferred by that trademark against a licensee who contravenes any provision in the licensing contract with regard to duration, the form covered by the registration in which the trademark may be used, the scope of the goods or services for which the license is granted, the territory in which the trademark may be affixed or the quality of the goods manufactured or of the services provided by the licensee.
- (3) Without prejudice of the provisions of the licensing contract, the licensee may bring proceedings for infringement of a Community trademark only if its proprietor consents thereto. However, the holder of an exclusive license may bring such proceedings if the proprietor of the trademark, after having been given notice to do so, does not bring infringement proceedings.
- (4) A licensee shall, for the purpose of obtaining compensation for damage suffered, be entitled to intervene in an infringement action brought by the proprietor of the Community trademark.
- (5) On request of one of the parties the grant or transfer of a license in respect of a Community trademark shall be entered in the Register and published (EC Regulation, 4595/91, A.22[21]).

Australian Trade Mark Law. Reference to trade mark infringement may be found under Section 53 of the Consumer Protection Act of Australia with respect to false or misleading representations. The law states that a corporation shall not, in trade or commerce, in connection with the supply or possible supply of goods or services or in connection with the promotion by any means of the supply or use of goods or services:

- (a) falsely represent that the goods or services are of a particular standard, quality, value, grade, composition, style or model or have had a particular history or particular previous use;
- (b) represent that goods or services have sponsorship, approval, performance characteristics, accessories, uses or benefits they do not have;
- (c) represent that the corporation has a sponsorship, approval or affiliation it does not have;
- (d) make a false or misleading representation concerning the place of origin of goods.

REFERENCES

- (1) Arora, R., "Consumer Protection through Voluntary Consumer Organisation", *Indian Journal of Marketing*, Jan.-March 99, No.1-3, Volume XXIX, pp. 28-29.
- (2) Bainton, Joseph (1983), "Seizure Orders: An Innovative Judicial Response to Trademark Counterfeiting," *The Trademark Reporter*, 73 (Sept.-Oct.), pp. 459-475.
- (3) Bakshi, P.M., "Legal Protection of Brand Names," *Chartered Secretary*, June 1998, pp.113-114.
- (4) Bansal, Ashwani Kr., "Law of Trade Marks In India," Commercial Law Publishers, 2001.
- (5) Behringer, John W. and Monica A. Otte (1981), Liability and the Trademark Licensor: Advice for the Franchisor of Goods or Services," *American Business Law Journal*, 19, pp.109-152.
- (6) Bierman, M. & Wexler, J. (1990) "Toward a Reformulation of the Test for Determining Trademark Infringement," *Trademark Reporter*, 80, pp.1-35.
- (7) Birden, P.B. Jr., (1996), Trademark Protection in China: Trends and Directions," *Loyola of Los Angeles International and Comparative Law Journal*, 18 (3): pp. 431-495.
- (8) Brandt, M. and I. Preston (1997), "The Federal Trade Commission's Use of Evidence to Determine Deception," *Journal of Marketing*, 41(Jan.): pp. 54-62.
- (9) Brauchli, M.W. (1994), "Chinese Flagrantly Copy Trademarks of Foreigners," *Wall Street Journal*, June 20.
- (10) Burgunder, Lee B., (1985), "An Economic Approach to Trademark Genericism," *American Business Law Journal*, 23(3) (Fall): pp. 391-409.
- (11) Cohen, D. (1991), "Trademark Strategy Revisited," *Journal of Marketing* 55 (July), pp. 46-59.
- (12) Cohen, Dorothy (1986), "Trademark Strategy," *Journal of Marketing*, 50 (January), pp. 61-74.
- (13) Consumer Protection Act, 1986, Bare Act, Commercial Law Publishers, 2001.
- (14) Dahringer, L. and D. Johnson (1984), "The Federal Trade Commissioners Redefinition of Deception and Public Policy Implications: Let the Buyer Beware," *Journal of Consumer Affairs* 18 (No. 2), pp. 326-342.
- (15) Dhakad, Keshav, S., "On your Trademarks.. Get set... Go," *Effective Executive*, Vol. II, No. 8, August 2000.
- (16) Diamond, Sidney, A. (1981), "Trademark Problems and How to Avoid Them," (Revised Edition), Chicago, IL: Crain Communication, Inc.
- (17) Dominic, Biju Joseph, "Think Different for Service Brands," *Business Standard—The Strategist*, Tuesday, August 18th 1998.
- (18) Donnell, Thomas, "Putting Teeth into Trademark Wars," *Business Week*, (October 1984) p. 76.

- (19) Effects of Foreign Product Counterfeiting on U.S. Industry (1984), Washington, D. C: United States International Trade Commission, (January) Deber, Cheryl, Dorinda Elliott, and Anne Field.
- (20) Feinberg, Robert M., and Donald J. Rousland (1990), The Economic Effects of Intellectual Property Right Infringements, *Journal of Business* 63(1) pp. 79-90.
- (21) Fletcher, A.L., "Trademark Infringement and Unfair Competition in Courts of General Jurisdiction," *Trademark Reporter*, 79, 1989, pp. 794-882.
- (22) Fletcher, Anthony L., Jane Shay Wald (1987), "The 40th Year of Administration of the Lanham Trademark Act of 1946," *The Trademark Reporter*, 87 (Nov.-Dec.).
- (23) Fletcher, Patricia Kimball (1982), "Joint Registration of Trademarks and the Economic Value of a Trademark System," *University of Miami Law Review*, 36, pp. 297-335.
- (24) Folsom, Ralph H. and Larry L. Teply (1980), "Trademarked Generic Words," *Trademark Reporter*, 70, pp. 206-242.
- (25) Ford, Gary T., John E. Calfee (1986), "Recent Developments in FTC Policy on Deception," *Journal of Marketing*, 50(3) (July): pp. 82-103.
- (26) Girimaji, Pushpa, "Institutionalise Consumer Protection Concept," *The Times of India*, New Delhi, 23rd Aug. (Monday) 1999.
- (27) Gour, Hari Singh, "The Penal Law of India," Tenth Edition, Vol. 1 (Secs.1-120), Law Publishers Pvt.Ltd., 1994.
- (28) Gour, Hari Singh, "The Penal Law of India," Tenth Edition, Vol. 4 (Secs.368-511), Law Publishers Pvt.Ltd., 1994.
- (29) Gulshan, S.S., *Consumer Protection And Satisfaction*, Wiley Eastern Ltd., First Edition, 1995.
- (30) Iyengar's T.R. Srinivasa, "Trade and Merchandise Marks Act," Revised by Yudhishtira, The Law Book Company, 3rd Edition, 1989.
- (31) Kilmer, Paul F., "Tips for Protecting Brand From Private Label Lawyer," *Advertising Age*, Dec. 5, 1994.
- (32) Kopp, Steven W., Suter, Tracy A., "Trademark Strategies Online: Implications for Intellectual Property Protection," *Journal of Public Policy and Marketing*, Vol. 19, Iss: 1, Spring 2000, pp. 119-132.
- (33) Kumar, Niraj, "Consumer Protection In India," Himalaya Publishing House, First Edition, 1999.
- (34) Legal Glossary, Ministry of Law and Justice, Government of India, New Delhi, Fourth Edition.
- (35) Lemely, Mark A., "The Modern Lanham Act and Death of Common Sense," *The Yale Law Journal*, New Haven, Vol. 108, Iss: 7, May 1999, pp. 1687-1715.
- (36) Levy, Sidney J. and Dennis W. Hook, "Brands, Trademarks, and the Law," *Review of Marketing*, 1981, Ben M. Enis and Kenneth J. Roering, eds., Chicago: American Marketing, 1981, pp. 185-194.
- (37) Liu, P.C.B. (1998), "A review of the Intellectual Property Laws in Taiwan: Proposals to Curb Piracy and Counterfeiting in a Developing Country," *Brigham Young University Law Review*, 1988(3); pp. 619-642.
- (38) McCarthy, J.T., (1989), "Trademarks and Unfair Competition," (2nd Ed.), Rochester, NY: The Lawyers Co-operative Publishing Co.
- (39) Murthy, A.Sreenivasa, "Selection and Protection of Brand Names," Tricons, Pharma Branding & Trade Mark Consultants, Hyderabad.
- (40) Narayanan, P., "Intellectual Property Law," New Delhi, Eastern Law House, Second edition.
- (41) O Donnell, Thomas (1985) "The Counterfeit Trade: Illegal Copies Threaten most Industries and can Endanger Consumers," *Business Week*, 1985, p. 16.
- (42) Peterson, Robert A., Smith Karen H., Zerrillo, Philip C., "Trademark Dilution and the Practice of Marketing," *Academy of Marketing Science Journal*, Greenvale, Vol. 27, Iss: 2, pp. 255-268.
- (43) Preston, Ivan L; Richards, Jeff., "A Role for Consumer Belief in FTC and Lanham Act — Deceptive Advertising Cases," *American Business Law Journal*, May 93, Vol.31, Iss: 1, pp. 1- 29.

- (44) Proceedings of the National Seminar on Patents and Trade Marks, NISIET, Hyderabad, February, 12 & 13, 2001.
- (45) Proceedings of the Seminar and Workshop on Copyright Matters and Intellectual Property Rights Studies, Punjab University, Chandigarh, March 24th, 2001.
- (46) Rakoff, Jed S. and Ira B. Wolff (1983), "Commercial Counterfeiting: The Inadequacy of Existing Remedies," Trademark Reporter, 73 (Sept.-Oct.), pp. 493-535.
- (47) Sarkar, J.S., "Trademarks Law and Practice," Kamal Law House, Calcutta.
- (48) Schecter, Frank L., (1927), "The Rational Basis for Trademark Protection," Harvard Law Review, 813.
- (49) Singhanian, Ravi, "Passing off and Infringement: Spate of Litigation in Store," The Financial Express, New Delhi, Friday, May 18th, 2001.
- (50) The Copyright Act, 1957, Bare Act, Universal Law Publishing Co., 2001.
- (51) The Drugs & Cosmetics Act, Akalank Publication, 6th Edition, 2001.
- (52) The Food & Adulteration Act, Commercial Law Publisher, 2001.
- (53) The Trade Mark Act, 1999, Controller of Publications, Government of India.
- (54) The Trade Marks Act, 1999, Bare Act, Commercial Law Publishers, 2001.
- (55) Vashisth, Vikas, "Bharat's Law and Practice of Intellectual Property in India," New Delhi, Bharat Law House.
- (56) Vaughan, Floyd L., "The United States Patent System—Legal and Economic Conflicts in American Patent History," Greenwood Press, Publishers, 1972.
- (57) Wadehra, B.L., "Laws Relating to Patents, Trade marks, Copyright, Designs & Geographical Indications." Universal Law Publishing Co., Second Edition, 2000.
- (58) Weinstein, David A., (1982), "Trade marks: Do You Know what They Are & How They Can be Protected?" Texas Bar Journal, 45 (July), pp. 849-855.
- (59) Wolf, Bernard M., "Intellectual Property Rights-Canada and India," Management Review, July-September, 1988, Vol. 10, No 3, pp.121-130.
- (60) www.2law.cornell.edu
- (61) www.fake-busters.com
- (62) www.fatty.law.cornell.edu
- (63) www.law.cornell.edu
- (64) www.mahtta.com
- (65) www.member.tripod.com
- (66) www.rckain.com/lanham.htm
- (67) Yates, Richard A., "Business Law in Canada," Scarborough, Ontario, PHI, Canada, 1989.

XXXXXXXXXX

Srinivas Institute of Technology

Acc. No.: 2961.....

Call No.:.....