

**IPR & COMPETITION: IS THERE A CONFLICT AS PER TRIPS?****\*Mayuree Sengupta<sup>1</sup>****INTRODUCTION**

Intellectual property (IP) refers to creations of the mind: inventions, literary and artistic works, and symbols, names, images, and designs used in commerce.<sup>2</sup> IP includes patents, design rights, copyright, trademarks, trade secrets etc. There are several reasons for granting of IPRs, but the ones most important are promotion of innovation and encouraging investment. An IPR generates market power.<sup>3</sup> The essential attribute of grant of IPR is the 'right of exclusion' in rem.

Competition law is a tool for promoting social welfare by deterring practices and transactions that tend to increase market power.<sup>4</sup> The negotiating history of the TRIPS Agreement reflects the serious concerns of developing countries regarding the adverse effects of IPR-related anti-competitive practices; these were born from the unsuccessful negotiations on the International Code of Conduct on Transfer of Technology in the 1970s-1980s.<sup>5</sup> As a consequence, it is worth noting that even though the TRIPS Agreement is an international treaty dealing with IPRs, it now contains certain competition law provisions, namely Articles 8(2), 31(k), and 40. Defining the right balance between competition and IPRs is an objective to be achieved through a diversity of policies and regimes.<sup>6</sup>

**OBJECTIVE OF STUDY**

The existence of provisions for curbing the anti-competitive trade practice with reference to the TRIPS Agreement is not a co-incidence. With the aid of the open TRIPS guidelines and relevant case study, the scope of this study is limited to analyzing and interpreting relevant TRIPS anti-competitive provisions to note whether these are in sync with IPR dogma.

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<sup>2</sup> Retrieved from <http://www.wipo.int/about-ip/en/> last visited on 10<sup>th</sup> July, 2014.

<sup>3</sup> Advocacy Booklet, *IPR under Competition Act, 2002* retrieved from [www.cci.gov.in](http://www.cci.gov.in) last visited on 10<sup>th</sup> July, 2014.

<sup>4</sup> Lopatka & Page, *Economic Authority & the Limits of Expertise in Antitrust Cases*, 90 Cornell L.Rev. 617 (2005).

<sup>5</sup> Sell, *Codes of Conduct for the International Transfer of Technology: Development, Competition, and Cooperation*, PhD Dissertation, University of California, Berkeley, (1989).

<sup>6</sup> Ullrich, "Expansionist Intellectual Property Protection and Reductionist Competition Rules: A TRIPS Perspective", EUI Working Paper, (2004).

## TRIPS AND ANTI-COMPETITIVE PRACTICES

Here IPR-antitrust interface is considered only to the extent that it is reflected in the competition guidelines embodied in the Agreement on Trade Related Aspects of Intellectual Property Rights of 1994 (TRIPS) Agreement. TRIPS agreement does not introduce its own rules on competition law but instead authorizes members to establish or maintain sovereign competition policy.

Usually commentators, in identifying TRIPS provisions dealing with antitrust, refer to (a) Article 8(2), (b) Articles 40, and (c) Article 31(k).<sup>7</sup> But Article 66(2) and 67 can arguably be included.<sup>8</sup> As WTO law should not be “read in clinical isolation from public international law”,<sup>9</sup> TRIPS “shall be interpreted in good faith in accordance with the ordinary meaning to be given to the terms of the treaty in their context and in the light of its object and purpose”. Thus, the term “anti-competitive practices” in TRIPS may be interpreted very broadly.<sup>10</sup>

Anti-competitive practices are business practices that prevent and/or reduce competition in a market.<sup>11</sup> In competition law, it refers to practices adversely affecting competition by anti-competitive agreements, abuse of dominant position and combinations.

## TRIPS PROVISIONS AND INTERPRETATION

**Article 8.2<sup>12</sup>** is part of the “General Provisions and Basic Principles” of Part I of the TRIPS Agreement. It should be read as a complement to the first paragraph of Article 8, authorizing Members to adopt measures to protect public health and nutrition, and to promote the

<sup>7</sup> Ricolfi, *Is There An Antitrust Antidote Against IP Overprotection Within TRIPS?* 306 Marquette Intellectual Property Law Review, (2006).

<sup>8</sup> Odman, *Using TRIPS to Make the Innovation Process Work*, 3 J. WORLD INTELL. PROP. 343,(2000).

<sup>9</sup> WTO Appellate Body Report, 29 April 1996, *United States-Standards for Reformulated and Conventional Gasoline*, WT/DS2/AB/R.

<sup>10</sup> Reichman, *Universal Minimum Standards of Intellectual Property Protection under the TRIPS Component of the WTO Agreement*, Duke Law Faculty Scholarship Paper 687 available at [http://scholarship.law.duke.edu/faculty\\_scholarship/687](http://scholarship.law.duke.edu/faculty_scholarship/687). (1995) last visited on 18<sup>th</sup> July 2014.

<sup>11</sup> Anti-competitive practices include:

- dumping, where products are sold into a market at a low price which renders competition impossible, in order to wipe out competitors
- barriers to entry (to an industry) designed to avoid the competition that new entrants would bring
- price fixing, where companies collude to set prices, effectively dismantling the free market
- tying, where different products are linked together to prevent consumer choice
- resale price maintenance, where resellers are not allowed to set prices independently
- absorption of a competitor or competing technology, where the powerful firm effectively co-opts or acquires it's competitor rather than see it either compete directly or be absorbed by another firm.

<sup>12</sup> **Article 8.2 TRIPS:**

*Appropriate measures, provided that they are consistent with the provision of this Agreement, may be needed to prevent the abuse of intellectual property rights by right holders or the resort to practices which unreasonably restrain trade or adversely affect the international transfer of technology*

public interest in sectors of vital importance to their socio-economic and technological development.

This article acknowledges the right of WTO members to modify their domestic legislation. It also enables them to undertake suitable measures to prevent three inter-dependent kinds of IPR-related practices:

- (i) IPR abuse by right holders;
- (ii) Restraining trade practices; and
- (iii) Stifling international technology transfer.

Such restrictive practices cover both unilateral abuses by companies and contractual restraints on IPR-related trade. **Article 8.2**, read in conjunction with Article 48.1<sup>13</sup> can be applicable to anti-competitive abuse of IPR enforcement. A pertinent example is sham litigation.<sup>14</sup>

In IPR cases, if the patent holder maintains a lawsuit (i) which is objective baseless, in the sense that no reasonable litigant could realistically expect success on the merits, (ii) with a subjective attempt to interfere directly with the business relationships of a competitor, raising the competitor's costs or hindering competitor's market entry for instance, such conduct violates antitrust law.<sup>15</sup>

In *Mercoid Corp. v. Mid-Continent Inv. Co.*<sup>16</sup> the United States Supreme Court created an antitrust cause of action arising out of the misuse of a patent in perpetuation of a scheme to monopolize.<sup>17</sup>

*In re: Androgel Antitrust Litigation No. II*<sup>18</sup> the Federal Trade Commission and private plaintiffs challenged patent settlements in which Solvay Pharmaceuticals Inc. paid generic-drug

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<sup>13</sup> **Article 48.1 TRIPS:**

regulating compensation for the injury of a third party caused by abuses of IPR enforcement procedure] of TRIPS Agreement says that "the judicial authorities shall have the authority to order a party at whose request measures were taken and who has abused enforcement procedures to provide to a party wrongfully enjoined or restrained adequate compensation for the injury suffered because of such abuse.

<sup>14</sup> Klein Anticompetitive litigation that is "baseless or otherwise without any legitimate foundation", *The Economics of Sham Litigation*, FTC Economic Staff Report, (1989)

<sup>15</sup> *Eastern Railroad Presidents Conference v. Noerr Motor Freight, Inc.*, 365 U.S. 127, 144 (1961) and its progeny the Noerr Pennington Doctrine. Under the Noerr-Pennington doctrine, "a party who petitions the government for redress generally is immune from antitrust liability." *Cheminor Drugs Ltd. v. Ethyl Corp.*, 120 S. Ct. 173 (1999).

<sup>16</sup> *Mercoid Corp. v. Mid-Continent Inv. Co.* 320 U.S. 661 (1944)

<sup>17</sup> The case arose from a complaint alleging contributory infringement by Mercoid of a combination patent owned by the plaintiff- appellee Mid-Continent Investment Company. Mercoid argued that it did not, in fact, infringe upon Mid-Continent's patent, and, in retaliation, asserted an antitrust counterclaim. The gravamen of the counterclaim was that Mid-Continent had conspired with its exclusive licensee, co-plaintiff Minneapolis-Honeywell Regulator Company, "to establish a monopoly in an unpatented appliance beyond the scope of the patent and in violation of the antitrust laws." Thus was created an antitrust cause of action for patent misuse.

makers not to compete with its testosterone supplement AndroGel alleging anti-competitive practices. The court ruled<sup>19</sup> that the settlements were legal because they didn't extend Solvay's monopoly on AndroGel past the patent claims. In such cases, Article 8.2 can be aptly applied to resolve conflicting issues.

It is also observed that due to the scope of TRIPS, Article 8.2 does not apply to other potentially anti-competitive arrangements with a primary object that does not directly relate to IPRs, such as of mergers and acquisitions.<sup>20</sup> **Article 8.2** applies only to IPR-related abusive practices. This means that the assessment of broader restrictive agreements or arrangements, which involve IPRs, but which, under general principles of competition law, are dealt with as separate categories of possible antitrust law violations (as indicated in above paragraphs) , may not be subject to the limits set by **Article 8.2**.<sup>21</sup>

Both paragraphs of Article 8 are limited by the use of the phrase “consistent with the provisions of this Agreement”.<sup>22</sup> Hence it can be reasonably argued as indicated by its heading, that Article 8.2 states a “principle”, which is different from a mere “policy statement”. That it only states a “principle” rather than a specific rule mirrors the intention of the treaty-makers not to rule on the matter itself in any detailed form, but to leave Members broad discretion as regards its implementation.

Article 8.2 purports, indeed, to recognize Members’ authority to rule on IPR-related practices that are abusive, unreasonably restrain trade or adversely affect international transfer of technology.<sup>23</sup> However, the provision does not simply spell out a “permissive” or, to the contrary, a “limiting” principle.<sup>24</sup> Looking into the context of the members agreeing that there may be mischief that needs to be remedied, one can justifiably opine that Article 8.2 is an enabling provision albeit the ambit is not clear cut. However, in a nutshell it includes under its ambit:<sup>25</sup>

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<sup>18</sup> Case no: 1:09-MD-2084

<sup>19</sup> Ibid.

<sup>20</sup> Nguyen & Lidgard, *TRIPS Competition Flexibilities* presented at the Conference “Competition Law in a Global Perspective - Challenges and Trends” in Copenhagen, Denmark, 27 Feb. (2009)

<sup>21</sup> Extracted from [http://www.iprsonline.org/unctadictsd/docs/3.IPRSandCompetition\\_update.pdf](http://www.iprsonline.org/unctadictsd/docs/3.IPRSandCompetition_update.pdf) as viewed on 1st August 2014

<sup>22</sup> Gervais, *The TRIPS Agreement : Drafting History & Analysis*, 3 rd Edn, Thomson Sweet & Maxwell, (2004).

<sup>23</sup> Extracted from [www.iprsonline.org/unctadictsd/docs/3.IPRSandCompetition\\_update.pdf](http://www.iprsonline.org/unctadictsd/docs/3.IPRSandCompetition_update.pdf) as viewed on 31<sup>st</sup> July, 2014

<sup>24</sup> Dissent by Fox, *Trade, Competition and Intellectual Property – TRIPS and its Antitrust Counterparts*, 29 Vanderbilt J. Transnat'l. L. 481(1996)

<sup>25</sup> Cottier, *International & European IP Law*, 1<sup>st</sup> Edn, Kluwer Law International, (2008)

- (i) Abuses of IPRs by right holders: Abuse of intellectual property must cover the illegitimate use of intellectual property. This prevention of abuse of rights is inherent to restricting provisions being an international law principle based upon the precepts of equity.
- (ii) Practices that unreasonably restrain trade: Exercise of intellectual property rights may cause market segmentation e.g. based on restrictive licensing practices. Article 8.2 therefore essentially refers to the rule of reason which the Member countries must apply in combating anti competitive practices keeping all pertinent factors in mind; and
- (iii) Practices that adversely affect international technology transfer.

**Article 40**<sup>26</sup> is one of the rare provisions of the WTO Agreements specifically dealing with antitrust issues. Article 40.1 acknowledges that some licensing practices or conditions are anti-competitive. Article 40.2 lists exclusive grant backs, no-challenge provisions and coercive package licensing as anti-competitive practices in contractual licensing. The list is not exhaustive as Article 40.2 expressly states that these practices are only examples. It is a *lex specialis* provision to Article 8.2 regarding anti-competitive practices in contractual licenses. However, when read with Article 7,<sup>27</sup> it may be understood as offering strong incentive for, if not imposing an actual obligation on Members to address anti competitive practices in licensing agreements.<sup>28</sup> However, contrary opinion runs strong that the appendix like character of **Article 40** with its defensive wording and embryonic rules turn it rather as a cautious form of containment.<sup>29</sup>

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<sup>26</sup> **Article 40 TRIPS:**

1. Members agree that some licensing practices or conditions pertaining to intellectual property rights which restrain competition may have adverse effects on trade and may impede the transfer and dissemination of technology

2. Nothing in this Agreement shall prevent Members from specifying in their legislation licensing practices or conditions that may in particular cases constitute an abuse of intellectual property rights having an adverse effect on competition in the relevant market. As provided above, a Member may adopt, consistently with the other provisions of this Agreement, appropriate measures to prevent or control such practices, which may include for example exclusive grantback conditions, conditions preventing challenges to validity and coercive package licensing, in the light of the relevant laws and regulations of that Member

<sup>27</sup> **Article 7:**

The protection and enforcement of intellectual property rights should contribute to the promotion of technological innovation and to the transfer and dissemination of technology, to the mutual advantage of producers and users of technological knowledge and in a manner conducive to social and economic welfare, and to a balance of rights and obligations.

<sup>28</sup> Correa, *Intellectual Property and Competition Law: Exploration of Some Issues of Relevance to Developing Countries*, ICTSD IPRs and Sustainable Development Programme Issue Paper No. 21, International Centre for Trade and Sustainable Development, Geneva, Switzerland (2007)

<sup>29</sup> Ullrich, "Expansionist Intellectual Property Protection and Reductionist Competition Rules: A TRIPS Perspective", EUI Working Paper, (2004).

Article 40.1 applies to licensing of any kind of intellectual property covered by TRIPS even though most of the practices mentioned in Article 40.2 seem to point to patents, or possibly also to trademarks. Further, Article 40.1 of the TRIPS Agreement specifically provides for regulating restrictive practices in licensing agreements but not restrictive practices relating to other business transactions, such as assignments, joint ventures, sub-contracting and outsourcing, regardless of how IPR or technology transfer-related such transactions may be. It is less clear whether, in addition to unilateral conduct and to restrictive contract terms, Article 40.1 also extends to multilateral licensing relations, such as cross-licensing or patent pools.

Articles 40.3 and 40.4 contain procedural rules concerning consultation and cooperation between a WTO Member enforcing its measures regarding licensing-related competition control and another Member whose national or domicile is alleged, under the former's competition law, to engage in licensing-related anti-competitive practices. As regards the dispute settlement issues under Article 40.3, it is pertinent to mention that in US, the Appellate Body<sup>30</sup> established that the enforcement procedures in Article 40 (1) provide for an internationally agreed minimum standard which has to be implemented in the domestic legislation of all WTO Members where the Agreement is in force. Read broadly, the Article in its entirety could cover any potential abuse of IPRs, including monopoly pricing, refusals to license, effectuating horizontal cartels through patent pooling, and exclusive vertical arrangements that forestall competition.<sup>31</sup>

**Article 31(k)**<sup>32</sup> regarding unilateral abuses of IPRs, acknowledges that the remedy of compulsory licensing is available to correct such unilateral anti-competitive practices. It waives certain conditions in cases of compulsory patent licensing used to remedy anti-competitive practices.

In practice, this means that if a competition ground is used to authorize a compulsory license, local supplies may be exported to any country where there either is no patent on the product or that has itself issued a compulsory license. The authorization of unlimited exports allows the

<sup>30</sup> United States – *Section 211 Omnibus Appropriations Act of 1998*, document WT/DS176/AB/R.

<sup>31</sup> Maskus, *Competition Policy and Intellectual Property Rights in Developing Countries: Interests in Unilateral Initiatives and a WTO Agreement*, presented at the World Bank Global Conference on Developing Countries and the Millenium Round, Geneva, September 20-21, (1999).

<sup>32</sup> **Article 31(k) TRIPS:**

Members are not obliged to apply the conditions set forth in subparagraphs (b) and (f) where such use is permitted to remedy a practice determined after judicial or administrative process to be anti-competitive. The need to correct anti-competitive practices may be taken into account in determining the amount of remuneration in such cases. Competent authorities shall have the authority to refuse termination of authorization if and when the conditions which led to such authorization are likely to recur;

license holder to serve a larger range of markets, which may provide the economies of scale necessary to meaningfully compete with the patent holder.<sup>33</sup> Specifically, the conditions otherwise set forth in Article 31(b) (prior request to the right holder) and Article 31(f) (limitation of exploitation of the licensed patent “predominantly for the supply of the domestic market of the Member”[Article 31(f)] resorting to compulsory licensing) may be waived when anti-competitive behaviour by the patentee is established. It does not have a free import provision in the territories where the patent is in force and the only way a patented product can get through is by trade diversion. In a nutshell, the article stipulates that production under a compulsory license must be ‘predominantly for the supply of the domestic market’ (Article 31f) except when the compulsory license is granted to remedy an anticompetitive practice (Article 31k). This restriction limits the quantity of products that can be produced for export.<sup>34</sup>

It is pertinent to mention that albeit Article 31 deals with patents as a whole, compulsory licensing issue arises mostly in healthcare. Anti-competitive practices in the pharmaceutical sector may be categorised primarily into three classes: breaches related to intellectual property rights (IPRs); abuse of competition norms arising from mergers and acquisitions (M&As); and collusive and other anti-competitive practices.<sup>35</sup>

Article 31(k) refers to compulsory licensing as a remedy i.e. it shall not be granted in abstract but only under actual or potential circumstances of real threat. This aspect is supplanted by the need of a previous adjudication, either administrative or real. However, it is based on rules of equity and fairness i.e. even where a compulsory license aims at remedying anti-competitive practice that is deemed illegal per se, the principle of due process applies.<sup>36</sup>

The undercurrent of **Article 66.2**<sup>37</sup> is hard to miss whence it emphasizes on perfect competition and condemns any behaviour that stifles the same. Article 66.2 does not mention IPRs specifically.<sup>38</sup> However it can be logically inferred that IP has always been part and parcel of technology transfer, mostly in the form of patents and trade secrets. Article 66.2 does not

<sup>33</sup> 17 Flynn, ‘Using Competition Law to Promote Access to Medicines’ (2007) retrieved from <http://www.wcl.american.edu/pijip/competitionpolicyproject.cfm>, as viewed on 31<sup>st</sup> July, 2014

<sup>34</sup> Hoen, ‘The Global Politics of Pharmaceutical Monopoly Power’ (2009) available at [www.msfaaccess.org](http://www.msfaaccess.org) as viewed on 31<sup>st</sup> July, 2014

<sup>35</sup> Extracted from <http://www.cuts-ccier.org/pdf/CCIER-3-2008.pdf> as viewed on 31<sup>st</sup> July, 2014.

<sup>36</sup> Carvalho, *The TRIPS Regime of Antitrust & Undisclosed Information*, 1<sup>st</sup> Edn, Kluwer Law International, (2008).

<sup>37</sup> “Developed country Members shall provide incentives to enterprises and institutions in their territories for the purpose of promoting and encouraging technology transfer to least-developed country Members in order to enable them to create a sound and viable technological base.”

<sup>38</sup> Michaels, *International technology transfer and TRIPS article 66.2: can global administrative law help least-developed countries get what they bargained for?* J.D. Project, New York University School of Law, (2010).

specify exactly what these incentives must look like or how extensive they must be, developed countries are essentially free to answer such questions on their own.

**Article 67** deals with technical cooperation amongst Members to facilitate implementation of TRIPS. Technical cooperation under Article 67 extends to the preparation of laws and regulations on the prevention of abuse of intellectual property rights, including anti-competitive abuses.

## CASE STUDY

The provisions of TRIPS have often been put to test in the past decade and their interpretations have been founded upon the diverse nuances categorical to each individual case. The case analysis below has been attempted to delve into how TRIPS competition guidelines affect IPR.

### *Der Grüne Punkt-Duales System Deutschland GmbH v European Commission*<sup>39</sup>

In 1991, Germany adopted the Ordinance on the Avoidance of Packaging Waste ('Verordnung über die Vermeidung von Verpackungsabfällen'). This required manufacturers to recycle their used packaging, either by taking it back at the point of sale or by collecting it from the vicinity of the consumer's home. Manufacturers were permitted to use third parties to meet their obligations. In 1992, a German company, Der Grüne Punkt – Duales System Deutschland AG (DSD), began providing a collection and recycling service for manufacturers throughout Germany. DSD had registered its Green Dot logo as a trade mark.

Manufacturers who used the DSD system were licensed to use the Green Dot trade mark on their packaging, paying a fee for all packaging so marked. The actual collection was carried out by third parties ('collectors') who entered into agreements with DSD. DSD required its collectors, for promotional purposes, to 'display, in an appropriate and visible manner, the Green Dot logo, for example by printing it on writing paper, on its advertisements and on collection bins and on vehicles and equipment used in the running of the system'.

The European Commission found that DSD held a dominant position in the relevant market for the supply of collection and recycling services to manufacturers. It also found that DSD had abused that position by basing the fee payable on the volume of packaging bearing the

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<sup>39</sup> Case No: CFI Case T-151/01 and Case T-289/01

Green Dot trade mark rather than on the volume of packaging collected and recycled by DSD's system. The Commission held that it would 'in a not inconsiderable number of cases, be economically unrealistic' for manufacturers to restrict their use of the Green Dot trade mark to packaging which would be collected and recycled by DSD. The abuse was held to be both exploitative, by imposing unfair terms and prices on the users of its system, and obstructive, by effectively preventing DSD's customers from using alternatives to DSD's system.

DSD sought to prevent its collectors from providing collection services to DSD's competitors and, in particular, from using containers to collect waste both for DSD and for third parties without DSD's consent. The Commission indicated that this restriction constituted an abuse of a dominant position, particularly as most households would only accept one container for each type of packaging waste (such as glass or paper). Accordingly, the Commission allowed DSD to grant exclusive territories to its collectors until 2003.

DSD argued (among other things) that the Commission had wrongly imposed a compulsory licence of the Green Dot trade mark, claiming that this breached TRIPS, that the Commission had mischaracterized the essential function of the mark, that the Commission's remedy would impair the distinctive function of the mark, and that the Commission had imposed a compulsory licence without any fee. The CFI disagreed, holding that the Commission had not imposed a compulsory licence, but merely restricted the terms of the licences offered by DSD.

**Analysis:** Under Article 40(2) of TRIPS, Members are permitted to take measures to deal with anticompetitive licensing practices so long as such measures are consistent with the other provisions of TRIPS. Under Articles 31 and 37(2), Members are explicitly allowed to order compulsory licenses of patents and of topographies of integrated circuits. However, under Article 21 'the compulsory licensing of trademarks shall not be permitted'. This appears to indicate that Members, which include the European Community and its Member States, are not permitted to grant compulsory licenses of trademarks even in order to deal with anti-competitive behaviour.

But the EU did exactly what was thought impossible sans demonstrating exceptional circumstances as was the norm in earlier cases. It can be said to be justified under competition

law in restricting the terms of trade mark licences for the Green Dot trade mark and, contrary to the view of the owner, this did not constitute a 'compulsory licence' of the mark.<sup>40</sup>

## CONCLUSION

TRIPS in spite of being pro IPR implementation, does address antitrust issues, albeit nonchalantly. However, it stresses more on firstly, contractual practices and technology transfer and secondly, compulsory licensing especially relevant to pharmaceutical sector. There undoubtedly, is more to anti-competitive IPR practices that are not taken into account. In principle, the general effectiveness standards in TRIPS may seem to offer an apparently useful basic model for an international competition framework to prevent inadequate, dilatory or discriminatory enforcement by public competition authorities. However, these provisions would need to be adapted to the particular exigencies of competition law enforcement such as the lack of consistency with respect to whether particular forms of anti-competitive behaviour are deemed offensive and whether these are subject to criminal, non-criminal, judicial, quasi-judicial or administrative proceedings under different national regimes. The cases that invoke TRIPS provisions in abuse of IPR through anti competitive practices are few and far between. Though pertinent TRIPS articles are referred to and discussed as per the circumstances, any concrete principle is yet to emerge in this newly developing jurisprudence.

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<sup>40</sup> Stothers, *CFI upholds 'compulsory licences' of Green Dot trade mark*, Journal of Intellectual Property Law & Practice, Vol. 2, No. 10 (2007) 50 T-201/04 R