

# TRADE SECRETS AND ITS SUI GENERIS PROTECTION SYSTEM

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*Abstract* :Trade secret (or confidential information as it is referred to in Australia) is a form of intellectual property that gives the firm who owns it an advantage over its competitors as long as the firm manages to keep it a secret. The intellectual property protected under trade secret protection does not have to satisfy any requirements of novelty, utility or non-obviousness. The only requirements are that there is no prior art or prior disclosure that is, the information has the quality of being secret and that the owner has been taking reasonable measures to maintain secrecy.

*IndexTerms* - Trade secrets.

## 1. An Introduction to Trade Secrets

A trade secret (or confidential information as it is referred to in Australia) is a form of intellectual property that gives the firm who owns it an advantage over its competitors as long as the firm manages to keep it a secret. The intellectual property protected under trade secret protection does not have to satisfy any requirements of novelty, utility or non-obviousness. The only requirements are that there is no prior art or prior disclosure (that is, the information has the quality of being secret) and that the owner has been taking reasonable measures to maintain secrecy.

Trade Secret law is basically about *the what* and *the how*. The what is the subject matter that qualifies as a 'trade secret'. The how is the method by which the bad guy (a misappropriator in trade secret parlance) improperly acquired, used or disclosed the trade secret. Trade secrets are valuable business assets to both innovative and non-innovative firms. As valuable business assets, trade secrets play an important role in economic growth and fostering innovation. "Trade Secrets" is that genre of information that is hard to define, classify and ascertain.

This paper introduces the basic concepts of trade secret law. It describes the what and the how, as well as the who, when, where and why. Specifically, it summarizes the information that qualifies as trade secrets, the actions that constitute unlawful misappropriation of those trade secrets.

The uniqueness of trade secrets is that it fits into one or more parameters of intellectual property, competition, contract and innovation. This varied nature of trade secrets calls for a comprehensive interpretation from a holistic perspective. Any attempt towards the protection of such a genre of intellectual property should not be incentive based. Before proceeding to the essential characters of „trade secrets“ an outlook of intellectual property as a whole becomes essential. Intellectual property, in a legal sense, is

something that can be owned and dealt with. Statutory forms of IP are declared to be property rights. In certain instances, assignment of these IP rights is governed by the statutory norms and where this is so, assignment requires no consideration.<sup>1</sup> Almost all forms of IP extend some private rights to its respective owner, while some forms of IP have been extended by the statute itself. While specific legislations are made available for the protection of various forms of IP, protection of the trade secrets varies from country to country. However, within the limits of this research report, trade secrets are considered from some important facets of intellectual property mechanism.

The term 'trade secrets' is defined as (1) any information (2) that is secret, (3) derives economic value from that secrecy, and (4) is the subject of reasonable measures to maintain its secrecy.

#### A. Trade Secrets vs. Patents: When Trade Secrets are the Best Strategy and When They're Not

A patent is a set of rights provided by the Government to the inventor, primarily the right to exclude others from making and using the invention. Talk of trade secrets often brings up the talk of patents because both protect some of the same type of information. Specifically the owner of certain kinds of information – formulas, computer programs, manufacturing processes, etc. – has the option of pursuing either trade secret or patent protection.

But the subject matter of patents and trade secrets is far from coextensive. While any information can be trade secret, patents can cover a much narrower range of subject matter. Many categories of trade secrets – among them customer's lists, financial information, HR data, and business strategy – are not eligible for patent protection.

At one extreme, scholars unanimously agree that patent rights are property rights. Any unauthorized manufacture, use, or sale of an invention under patent infringes the patent,<sup>2</sup> no matter whether the person engaging in the infringement discovered the idea embodied in the invention by his own independent research or development. Because these rights seem rights to exclude, IP scholars assume they are property rights. IP scholars also assume that copyrights are property rights because they also incline toward such exclusion. Although federal copyright law does not bar subsequent authors from recreating independently works similar to those of earlier authors, it does generally confer on authors rights of exclusive control over the copying or distribution of their works of authorship.<sup>3</sup>

By contrast, in mainline IP law and scholarship, trade secrets are assumed not to confer property rights because they lack the necessary exclusion. A trade secret confers on its owner a right to prevent others from acquiring a secret by spying or by bribing his employees or licensees, but it does not entitle the owner to

<sup>1</sup>244 U.S. 100, 102 (1917)

<sup>2</sup>35 U.S.C. S. 271(a) (2010)

<sup>3</sup>7 U.S.C., S. 102, 106 (2010); Feist Publications, Inc. v. Rural Tel. Service Co., 499 U.S. 340, 345-46 (1991)

exclude others from using the substance of the secret if they discover it by their own independent research.<sup>4</sup> Because of that qualification, in the 1917 case *E.I. du Pont de Nemours Powder Co. v. Masland*, Justice Oliver Wendell Holmes suggested that “The property may be denied” in a trade secret and favoured a theory grounded in the confidential relation between a trade secret’s claimant and his employee or other confidante.<sup>5</sup> Holmes was a proto-Realist. In his scholarly writings, Holmes maintained that a property owner is one who is “allowed to exclude all, and is accountable to no one.”<sup>6</sup>

This field of law makes it actionable for a copier to appropriate without authorization information published by the gatherer, republish that information in his own writing or format, and then sell the republished information, during its commercial life, in a market in which the gatherer is publishing it for commercial gain.<sup>7</sup> When the Supreme Court endorsed this doctrine (in the 1918 case *International News Service v. Associated Press*), it was strikingly ambivalent about whether the right it was declaring counted as a property right. The dissenters were certain there could be no property in hot news. Justice Holmes (joined by Justice McKenna) rejected that possibility because “Property depends on exclusion by law from interference, and a person is not excluded from using any combination of words merely because someone has used it before.” Justice Brandeis (another Realist fellow traveller) also insisted in dissent that “An essential element of individual property is the legal right to exclude others from enjoying it.” Somewhat sheepishly, Justice Pitney (the author of the Court opinion) assumed that rival news-gathering agencies could not have “any remaining property interest as against the public in un-copyrighted news matter after the moment of its first publication.” Nevertheless, he still insisted that “as between the rivals, it must be regarded as quasi property.”<sup>8</sup> Yet the term “quasi property” seems oxymoronic. No wonder that most commentators conclude that Holmes and Brandeis had the better of the argument.<sup>9</sup>

#### B. Dissemination of Information in IP Paradigm

The first and foremost factor in determining any breach of confidence is proving that the information in question is the one that warrants protection. Justice O’Conor has said, “It is first necessary that the claimant should absolutely make it clear and certain what it was that alleged to be confidential which he sought to protect”.<sup>10</sup> If a claimant does not identify the information in substantial detail, their actions may be struck out on the basis that it is speculative and an abuse of process. Again, information is a very broad term and therefore it is essential that its boundaries be laid down. It is therefore seen that the courts have been selective in deciding what constitutes confidential information. They have been specifically excluded

<sup>4</sup>RESTATEMENT (FIRST) OF TORTS 757 & commentary a (1939)

<sup>5</sup>244 U.S. 100, 102 (1917)

<sup>6</sup>OLIVER WENDELL HOLMES, JR., *THE COMMON LAW* 246 (1881)

<sup>7</sup>*Nat’l Basketball Assn. v. Motorola, Inc.*, 105 F.3d 841, 850-53 (2nd Cir. 1997)

<sup>8</sup>248 U.S. 215, 236 (1918); *id* at 246 (Holmes, J., dissenting)

<sup>9</sup>Douglas G. Baird, *Common Law Intellectual Property and the Legacy of International News Service v. Associated Press*, 50 U. CHI. L. REV. 411, 414 (1983)

<sup>10</sup>*Thomas v Mould*, [1968] QB, 913

information that is trivial in nature, immoral, vague, and information which is in the public domain. Justice Megarry said that he doubted, 'Whether equity would intervene unless the circumstances are of sufficient gravity; equity ought not to be invoked to protect trivial tittle lattle, however confidential.'<sup>11</sup> In many cases, the information protected by breach of confidence is detailed and specific, while some are more general ideas and concepts like television series. Thus, information that is in the public domain does not warrant any protection. The level of secrecy that has to be maintained for the trade secrets is quite different from the other forms of IP. It allows for a number of people to know about a secret without the information being considered to be part of the public domain. The status of information may however change. A corollary would imply that it would be possible for information that is in the public domain to become a secret. Lord Justice Shaw has stated that to revive the recollection of the matters which may be detrimental or prejudicial is not to be condoned because the facts are already known and linger in the memories of others.<sup>12</sup> The degree of publication required, before secrecy is lost, depends upon a range of factors. These would include the type of information in question, the domain in which the information was published, the degree of publication within that domain; the form in which information was published and the vigour with which the information is likely to be pursued within that domain.<sup>13</sup> Another factor that may be taken into consideration is the extent to which further publication would harm the claimant. In some cases, the requirement of harm and finding that the information is confidential, have operated as alternate grounds. Needless to say when the information is of confidential nature, certain questions may be raised with respect to their disclosure.

## **2. Why there is need for protection of 'Trade Secrets'**

In the present scenario and even in coming future, companies rely on trade secrets to protect their valuable information, and increasingly the turn on the courts to enforce those trade secrets. Trade secrets are rapidly becoming IP of choice due to their advantages in information economy. Machinery and mechanisms were the assets of the 'industrial age' that required the provisions of patent law to protect them.<sup>14</sup> In this perspective, US courts have held, 'the extent of a property right in a trade secret is determined by the extent to which the owner of the secret protects his interest from disclosure to others'.<sup>15</sup> It is however accepted that trade secrets are different from other forms of IP. To argue, patents require that the inventions be novel, useful and non-obvious, trademarks protects only the printed word or image representing a product or

<sup>11</sup>Coco v A N Clark (Engineers), [1969] RPC 41

<sup>12</sup>Schering Chemicals v. Falkman, [1982] 1 QB, 1

<sup>13</sup>Bently L & Sherman B, Intellectual Property Law, 1st Edn., (Oxford University Press, New York), 2001, p. 928-929

<sup>14</sup>Jorda Karl F., The role and value of trade secrets in IP management strategies, 35th PIPA Congress (Toyoma, Japan), 2004, p.2

<sup>15</sup>Ruckhelhaus v. Monsanto, 476 US 986

service and copyrights protects only the manner of expression and not the content, idea, information or the concept being communicated.<sup>16</sup>As researchers argue, trade secrets may or may not be novel; meaning thereby that they may or may not meet the criteria of IP regime but still deserve protection because of their industrial utility.

Considering the above visions, one author has noted that some properties are not intellectual in their nature but are just 'usufructs'. He defines usufructs as a right to use an asset, continue using the asset, and to be free from attempts to divert one's efforts to extract benefits from the assets.<sup>17</sup> In such a dialogue, there comes the divergence on protection of trade secrets. It has to be clarified, before attempts are being made that such an alleged protection would give a right to exclude others from using the secret or a right to prevent others from accessing the secret. If we consider a trade secret to be a form of property, then that property belongs to the industry and not to a real self. However, IP regime recognizes the very person behind the invention, literary work or a trademark etc. The agenda loses its significance when one notes that in most of the cases of trade secret misuse, the parties were relational, either in a licensing agreement or in an employer-employee relationship.<sup>18</sup> It thus prompts that trade secrets are not available in general but have an industrial limitation. In such a paradox, *in rem* and *in personam* operations of trade secrets law should be objectively understood. In most of the cases also, breach of confidentiality has been alleged to be a violation of trade secrets.<sup>19</sup> However, it still remains unclear as to what was argued to be a secret.

This brings us to the forefront, looking into what is worth of protection? If we look through an IP perspective, trade secrets fall short in fulfilling the requirements of the regime, and if test a sui generis system, we still account for the protectable subject matter. In both the situations, trade secrets are essentially observed to be a mere practice of confidentiality and breach of which is actionable under the law of contract. It is also to be tested that whether any „confidential information“ would become a trade secret or it requires some industrial utility which demands the essential foreclosure.<sup>20</sup>

### **3. Trade Secrets Protection – Legal Position in India**

In India trade secrets is a most deserted field as there is no proper policy framework for the protection of trade secrets. Trade secrets in India are protected mainly through contract law. Section 27 of the Contract Act, provides remedy and it restricts a person from disclosing any information which he acquires at the time of employment or through a contract, but in this there is no provision of criminal remedy. As per Section 27

<sup>16</sup>Cornish & Lovelin, Intellectual Property: Patents, Copyrights, Trademarks & Allied Rights, 5th edn, (Sweet & Maxwell, Avenue Road, London), 2003, p. 332-342

<sup>17</sup>Eric R. Claves, Intellectual usufructs: Usufructuary paradigms at Common Law, George Mason University of Law & Economics Research Paper Series, Intellectual Property & Common Law, 11-32

<sup>18</sup>Robert G. Bone, A New Look at Trade Secret Law: A Doctrine in Search of Justification, 86 CAL. L. REV. 241, 241- 43 (1998)

<sup>19</sup>Sandhya Organic Chemicals v. United Phosphorus Ltd., AIR 1997 Guj 177; Gopal Paper Mills Ltd v. Surendra K Ganeshdas Malhotra, AIR 1962 Cal 61; Niranjan Shanker Golikari v. Century Spinning & Manufacturing Co Ltd, (1967) 2 SCR 378; AIR 1967 SC 1098

<sup>20</sup>Sangal Tanushree, Unfurling the Proposed National Innovation Act, Manupatra Intellectual Property Reports, 3 (3) (2008) A-47

of the Contract Act confidential information must be highly confidential before it could be classified as a trade secret. Further in deciding whether information amounted to a trade secret, the following factors are relevant – (a) the status of the employee and the nature of his work, (b) the nature of information itself, (c) whether the employer impressed the confidentiality of the information on his employees, and (d) whether the information could easily be isolated from other information which the employee was free to use.<sup>21</sup>

An employer can prohibit lawfully his employee from accepting, after determination of his employment, such a position where he is likely to utilise the information of secret processes or trade secrets acquired by him during the course of employment. He may also covenant to prohibit his employee from setting up on his own, or accepting employment with the employer's competitors likely to destroy the employer's trade connections by the misuse of acquisition with the employer's clients. In the *Burlington Home Shopping Pvt. Ltd. v. Rajnish Chibber*,<sup>22</sup> it was observed by the Court that trade secret law protects a wide array of business data, customer lists and other compilations of business data may be copyrightable as fact works. In theory, copyright and trade secrets law protect different elements of compiled business data, with copyright protecting the expression in these compilations and trade secret law protecting the underlying data. Further the cause relating to confidentiality of information in an agreement was held valid in the *V. N. Deshpande v. Arvind Mills*.<sup>23</sup> In this matter Court considered a clause relating to confidentiality of information and stated that, Clause 9 of the agreement prevents the Appellant from divulging any secret information of the nature mentioned in that clause after termination of his service. The Defendant is not prevented from acquiring knowledge, which makes him a better employee for the public for future employment.

For the trade secrets protection as attempt was made in India by passing the National Innovation Act of 2008. Chapter VI of the Act talks about Confidentiality and confidential information. This Act allows parties to contractually set out the terms and conditions governing rights and obligations in respect of confidential information, including with a view to maintain confidentiality and prevent misappropriation. Further Court can restrict any person or class of persons impleaded in an action not to disclose the Confidential Information referred to in the claim without prior orders of the court.<sup>24</sup> Further Section 11 provides exceptions, in these conditions confidential information shall not have been misappropriated where the confidential information has been independently derived by the alleged misappropriator. But this draft couldn't come into existence.

#### **4. Comparative study of enforcement and protection systems: India and overseas**

In general, Article 10bis of Paris Convention provides for prohibition of unfair trade practices but does not specifically talk about 'trade secrets'. The term 'any act of competition contrary to honest practices in

<sup>21</sup> Pollock and Mulla, *Indian Contract and Specific Relief Acts*, 13<sup>th</sup> Edn. Vol. I, Lexis Nexis Butterworths Wadhwa, Nagpur, 2006

<sup>22</sup> 1995 IV AD (Delhi) 732

<sup>23</sup> AIR 1946 Bom. 423

<sup>24</sup> Section 10 of the National Innovation Act, 2008

industrial and commercial practices' is of very wide import and could not be said to talk about trade secrets. Article 39(2) of TRIPs lays down the essentials of undisclosed information but avoids using the nomenclature 'trade secrets'. Article 39(3) also talks about prevention of confidential information from unfair use but is limited only to pharmaceutical products and is not therefore a general provision of law. Section 1 of Uniform Trade Secrets Act, 1970 has attempted to accord a meaning to the term „trade secrets“ coupled with a significant development leading to the enactment of Economic Espionage Act, 1996 which punishes misappropriation of secret information of an industry. However, the 'relational' premise as has been argued before in this paper remains dominating in both these enactments and that a clear perusal could not be ascertained. It is to be noted that these legislations are nothing more than a privileged protection to 'trade secrets' apart from actionable claims as in the law of contract.<sup>25</sup> In a sudden wake of confusion between 'confidential information' and 'trade secrets', authors have started putting several reasons as to why India should adopt a proper law on trade secrets. The restatement of torts<sup>26</sup> in US has also defined trade secrets as:

*A trade secret may consist of any formula, pattern, device or compilation of information which is used in one's business, and which gives him an opportunity to obtain an advantage over competitors who do not know or use it. It may be a formula for a chemical compound, a process of manufacturing, treating or preserving materials, a pattern for a machine or other device, or a list of customers.*

The most comprehensive legislation in India considering the confidentiality of information is the draft Indian Innovation Act, 2008 that provides for higher level of protection to secret information.<sup>27</sup> Even if the said draft is alleged to be in conformity with the international standards of TRIPs and other legislations, the confidentiality in the said Act is dependent on an industrial relationship between the parties and is not independent in operation.<sup>28</sup> However, breach of confidentiality has already been appreciated and highlighted by courts in India.<sup>29</sup>

## **5. Problems and Perspectives**

Karl F. Jorda, in one of the research studies has studied the complementariness of patents and trade secrets. As per the study, trade secrets have certain special attributes but whether those attributes answer the questions of IP regime has been left unaddressed.<sup>30</sup> The study also concludes that utilizing both routes for an

<sup>25</sup>Some employment contracts provide for Non-compete clauses, confidentiality clauses and No-Disclosure agreements that principally prevent the employees from disclosing „material“ information to the outsiders.

<sup>26</sup>Restatement (First) of Torts, 1939

<sup>27</sup>Chapter VI, Indian Innovation Act, 2008; S.10, 11

<sup>28</sup>Id., S.12 on injunctions for disclosure of confidential information.

<sup>29</sup>*Diljeet Titus v Alfred Adevare & Ors* [130 (2006) DLT 330, 2006 (32) PTC 609 Del] protected the works done by the defendant in the plaintiff's law firm as an employee of the firm for the benefit of clients of the plaintiff under their contract of service.

<sup>30</sup>Karl F. Jorda, Patents & Trade Secret Complementariness- An unsuspected synergy, Washburn Law Journal, Vol. 48

extended sort of protection would be practicable and profitable but had the concepts been interwoven, the author must have suggested for the inclusion of trade secrets in the IP regime. Other authors have also commented patents and trade secrets to be complementary to each other and that their protection systems are differential together. Moving on the said premise, a demand for a comprehensive and codified system of protection to trade is not unjustifiable but the fact as to what distinguishes trade secret from a confidential information needs an objective criteria for a proper analysis and interpretation. Trade secrets are argued to be protected just because of their industrial utility despite the fact that a breach of this onerous duty is redressible by provisions of Indian Contract Act, 1872 and an Injunction under the Specific Relief Act, 1963.<sup>31</sup> However, Competition Act, 2002 also addresses such anti-competitive practices.<sup>32</sup> The fact that trade secret is 'confidential information' that subsequently gains the said character of secrets when an action against unlawful disclosure or breach of confidentiality is brought to courts.<sup>33</sup> In such a situation, separate law for trade secrets will over-burden the mechanisms already in place. Modifications to certain enactments such as Contract Act and Specific Relief Act would be an innovative step in having recourse to the issue.

Another difficulty in having a system of protection is the serious question of 'subject matter' for protection. While some authors prefer trade secrets as a specific genre altogether, they fail to highlight 'what is a trade secret'<sup>34</sup> and as to what distinguishes a trade secret from the plethora of industrial information gathered during employment.<sup>35</sup> The sine qua non being unclear will tantamount to a parallel demand with some modifications. Another perspective to Draft Indian Innovation Act, 2008 reveals the fact that such a protection of confidentiality is limited to the purposes of the said Act.<sup>36</sup> In such a reprise, whether the Act is a significant move towards a 'comprehensive & codified' system is doubtful.

Essential differences amongst the trade secrets and various other modes in the IP regime depicts that the demand of their inclusion in IP falls flat. Some regard them as alternatives while some regard trade secrets as improved forms of IP.<sup>37</sup> Hence, such a demand is to be rationally supported with an objective criterion regarding the 'subject matter' of such a protection.

## **6. Inadequacy of Effective Legal Regime and Need for a Sui Generis System to Protect Trade Secrets in India**

<sup>31</sup>S. 37-41 of Specific Relief Act, 1963 & S.73 of Indian Contract Act, 1872

<sup>32</sup>S. 3 of Indian Competition Act, 2002 provides for anti-competitive agreements

<sup>33</sup> 'Confidential Information' in Draft Innovation Act: Breaking the Shackles of Indian Innovation; [http://indialawjournal.com/volume3/issue\\_1/article\\_by\\_anirudh.html](http://indialawjournal.com/volume3/issue_1/article_by_anirudh.html) (Last accessed Nov. 30, 2016 at 11:24 AM)

<sup>34</sup>Despite the fact that various legislations have attempted to define a trade secret such as Uniform Trade Secrets Act of USA, trade secret as a genre has not gained special characteristics. For the purposes of arguments, author considers trade secrets as privileged facts of an industry.

<sup>35</sup>Nisvan Erkal, On the Interaction between Patent & Trade Secret Policy, Department of Economics, University of Melbourne, October 2004, p. 14

<sup>36</sup>Preamble and S. 8 to National Innovation Act, 2008 available at <http://www.dst.gov.in/draftinnovationlaw.pdf> (Last accessed on Nov. 30 at 11:47 AM)

<sup>37</sup>See Burlington Home Shopping Pvt Ltd v. Rajnish Chibber [61 (1995) DLT 6]; American Express Bank Ltd v. Priya Puri [III LLJ 540 (Del)]

Trade Secrets protection is very essential because it encourages innovations and promotes commercial ethics and it is also crucial for a company's growth as it promotes fair competition in the market. If there will be enough safeguards mechanism than due to this there will be more transparency in commercial transactions and this will definitely increase foreign investment and trade. Due to effective regime or proper mechanism there will be no need to patent an invention, it can be protected through the laws of trade secrets and therefore burden of patent litigation will be less. Further, as a result of effective regime there will be no violation of Fundamental Right to privacy.

In India, there is no effective legislation or regime for protection of trade secrets, though Section 27 of the Contract Act provides civil remedy up to a certain limit. It restricts a person from disclosing information which he acquired during the course of his employment. But again there is no uniformity in the views of courts over this issue. Unlike US, there is no provision of criminal liability in India.

Therefore for the protection of trade secrets a clear and definite policy with regard to trade secret protection is needed. A *Sui Generis* System as provided under Article 39 of the TRIPS and Article 10 of the Paris Convention is required to tackle the problem of unfair competition. Being a member of TRIPS, India is obliged to make comprehensive rules and regulations to remove the uncertainty with regard to Trade Secrets protection.

## **7. Conclusion and Remarks**

In light of the discussions made, authorities cited and arguments advanced in the foregoing parts of the paper, following points are notably important as far as addressing the issue of protection of trade secrets is concerned:

1. A prompt classification of various forms of trade secrets becomes essential in order to move towards a comprehensive and codified system of protection. This would not only segregate „confidential information“ from trade secrets but would also bring clarity to the objectives set out for this protection system.
2. Trade secrets should not be confused with other forms of IP. In an attempt towards such interpretation, would lose the industrial utility attached to trade secrets and will amount to an incomprehensive protection mechanism. It is far clear from various instruments and research reports that trade secrets and IP are distinctly different and as such they should not be clubbed together.
3. Since protection is at a very nascent stage in India, a „comprehensive legislation“ would be a misnomer. The Draft National Innovation Act, 2008 seeks to protect the confidential information in Science & Technology and does not cover the whole gamut of industrial activity. In such a scenario, a move towards a

codified and comprehensive system requires serious thought and careful analysis based on parameters of industrial utility, and that too sector wise.

4. The demand for a sui generis should also be forwarded with specific requirements and distinctions. Trade secrets are often confused with confidential information and such information is protected and enforced by various legislations in India. In such a scenario, a sui generis system may lead to duplication of law and will amount to greater confusions. The subject matter of protection should be carefully identified and should be analysed pragmatically.

5. Whatsoever be the necessity, a demand should not be forwarded merely because developed countries have taken a forward step but should be coupled with specific needs of various levels of industries.

To conclude, it could be said that an attempt towards a codified and comprehensive system seems practical and profitable but the same should be segregated from existing forms of IP protection as trade secrets do not sufficiently satisfy the requirements of IP legislations.

