

Name:	
Enrolment No:	

UNIVERSITY OF PETROLEUM AND ENERGY STUDIES

End Semester Examination, May, 2020

Course: IPR Transaction and Litigation

Semester: II

Programme: LLM (Law & Technology)

Time: 03 hrs.

Max. Marks: 100

Instructions:

SECTION A

Note: Attempt any FOUR Questions out of following.

Max 20 marks

		Marks	CO
Q 1	Write short notes on following (Word limit from 30 - 50 words):		
	a. Sole License	5	CO 2
	b. Cross-licensing	5	CO 1
	c. Mareva Injunction	5	CO 1
	d. Statutory formalities for assignment of Copyright	5	CO 2
	e. Personality Merchandising	5	CO 3

SECTION B

Note: Attempt any FOUR Questions out of following. (Word limit from 100 - 150 words)

Max 40 marks

Q 2	Enlist and explain features of basic <i>warranties</i> to be incorporated in an IP licensing agreement.	10	CO 1
Q 3	Write a note on dynamic injunctions to control online piracy. Cite relevant case law.	10	CO 3
Q 4	Analyse the jurisdictional issues lying at the interface of Patents Act and Competition Act in light of the Standard Essential Patents cases in India.	10	CO 1
Q 5	Analyse the effectiveness of remedies available under Intellectual Property Rights (Imported Goods) Enforcement Rules, 2007.	10	CO 3
Q 6	Discuss the validity of tariff scheme to be framed and published by Copyright Societies.	10	CO 4
Q 7	Critically analyse the defences available in a suit for patent infringement.	10	CO 4

SECTION-C

Note: Attempt all Questions. (Word limit from 300 - 500 words)

Max 40 marks

Q 8	Techpaints Ltd., Mumbai, India (the "Discloser") represents that it has certain information relating to a method for coating microscopic components (the "Information "). Taiko constructions from Japan (the "Receiver") desires to receive and/or use the Information for the specific purpose of deciding whether or not to	20	CO 3
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	<p>acquire license or other rights to the Information (the "Purpose"). You have to advise and draft <i>Standstill Agreement</i> for the Techpaints. Enlist and briefly explain all essentials.</p>		
<p>Q 9</p>	<p>In the year 1990s Shaurya Productions Ltd. produced a film, Arzoo. In the year 2018 son of Mr. Shaurya entered into an agreement with Zee Telefilms to remake Arzoo. In April 2019 storywriters of original film Arzoo issued a notice claiming moral rights in the film's screenplay and contending that they had never authorised son of Mr Shaurya, or any other person to make a film based on their copyright possessed in the original screenplay and dialogue.</p> <p>Analyze the following with help of decided cases:</p> <p>Can storywriters of original movie restrain son of Mr. Shaurya to remake the film without their consent? Whether lyricists, music composers, script writer etc. have a right to receive royalty when the right in a cinematograph film is assigned to some other person by the producer?</p>	<p>20</p>	<p>CO 3</p>