LAW OF TRADE SECRET AND ANTI-COMPETITIVE PRACTICES IN INDIA

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ABSTRACT

The importance of trade secrets as well as know-how to a commercial enterprise cannot be over-emphasized. Every commercial activity would like to identify the secrets of success of its competitors, comprising of any sort of proprietary information of marketable value. They are cherished commercial assets as vital as patents. The protections of confidentiality and business secrecy, as well as prohibition on exchange of confidential information among competitors are part of commercial undertakings. Time and again the trade secret is supported up with trademarks, patents, designs and copyrights; nevertheless it is the trade secret that is very substantial to an enterprise. Concealment in itself can confer commercial gains over competitors, and every so often the continuous commercial success of a business can rest on an adequate protection of its secret. A trade secret offers the lead time benefits to the holder over his rivals. Therefore, trade secrets need to be protected as a part of measures protecting against unfair competition. It is, still, imperative to discern that what constitutes a trade secret for the reason that the mechanism to be devised for its protection rests on that. The importance of a trade secret, TRIPS mandate as well as legal framework for its protection in India will be explored in this study.

KEYWORDS

Trade secret, undisclosed information, confidential information

OBJECTIVES OF THE STUDY:

1. To evaluate the basic conditions of trade secret
2. To analyse the significance of protection of trade secrets in India
3. To know the causes of anti-competitive practices in India
4. To elucidate the existing legal framework for trade secrets in India

RESEARCH METHODOLOGY:

The methodology which would be resorted for the purpose of this research is “Doctrinal” The research proposal is based on the preliminary study done in the area of Trade secret protection in India. In primary sources the study will include the analysis of legal regime of Trade secret, including all the relevant laws, rules, byelaws, regulations, as well as various judgments, within India and a few foreign judgments as well. Whereas, secondary sources will include the study of all legal and non-legal relevant texts, research articles, reports, on-line resources, etc.

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INTRODUCTION

The number of merchants has grown substantially with the advent of the 21st century and hence so has been the increase of intellectual property both in size as well as diversity. Secrecy is a factor which attaches economic value to such information, one
good example of trade secret is the composition of Coca-cola which is still a secret, even after being in market for so many years, so the protection of trade secret is necessary to maintain the competitiveness in the market. Intellectual property rights are an issue of major concern in today’s competitive and business oriented world because of the commercial and ethical aspects involved in the exploitation of the intellectual effort.  

But to broadly look, what include in intellectual property are the concepts of patents, copyrights and trademarks generally. However, Intellectual property such as the designs, trade secrets etc. are as important as the above mentioned and needs to be given as much significance as possible in order to get the entire spectrum covered.

WTO obligations require member countries to protect trade secrets.  

The WTO obligations require that suitable legislations are in place which enables persons to prevent information lawfully within their control from being disclosed to, acquired by or used by others without their consent in a manner contrary to honest commercial practices. Despite the fact that trade secrets are being given importance at the international level, there has not been a substantial work on the topic of trade secrets in India and no proper legislation has been legislated in order to achieve this goal. 

Trade secret is an Intellectual property right which has simplified protection. It does not require registration from the government nor it has to follow any procedure as compared to the other intellectual property rights (except copyright wherein the work gets protection as soon as it comes into existence). The protection granted under trade secret is not limited by time period but till the party can withhold its secret from entering into public domain. In a country like India these advantages will attract small as well as large enterprises that face difficulty in protecting their intellectual property due to the high rate of cost involved in it. However, in some cases like in case of trade mark trade secret is considered as a weak mode of protection in comparison with the patents law. Trade secret law has certain limitation as it protects only information, it does not have any commercial value but only spiritual value, which cannot be protected. India has a huge pool of medicinal information practiced by the vaidyas and hakims, which is passed from generations to generations. India also has a huge pool of indigenous knowledge in relation to medicinal diversity. Also, Indian tradition supports such protection and secrecy of such secrets.

In the recent years, enterprises have realized the importance of trade secrets which are frequently being sold and licensed as a property in the country. Effective steps are taken by the companies to protect trade secret and thereby, they are entering into agreements such as non-disclosure agreement. 


2 Dr. V. Kavida and Sivakoumar, N, “Intellectual Property Rights – The New Wealth of Knowledge Economy: An Indian Perspective”,  (6:15 p.m., 1st July,2021),

3 Id.

agreements with employees, partners, interns and non-competition agreements with the employees in particular. In absence of specific legislation their initiatives are rendered inadequate. In the recent years misappropriation of trade secrets by competitors and employees has increased. India has become a hot spot for service sector and several BPO centres have opened throughout the country. It receives work and information from clients of foreign countries. The lack of legislation in this field is imposing challenges in working of these BPO’s as the protection of trade secrets becomes difficult. In recent cases of Indian BPO’s, it strongly appeal for a concrete legislation in order to protect trade secrets.

Despite the practical importance of trade secret in the business community, it is still a neglected area in the intellectual property. The remedies and protections extended to trade secret are highly inadequate and insufficient. The recent development in laws, issues and challenges are main concern of this paper. While discussing several aspects of trade secret, this paper will also discuss about the significance of protection of trade secrets and the benefits it will have on the country. This paper will also outline the laws protecting on trade secrets in India, and the possible outline of a specific statutory law.

CONCEPT OF “TRADE SECRETS”, “CONFIDENTIAL INFORMATION”

A trade secret is "any information that can be used in the operation of a business or other enterprise and that is sufficiently valuable and secret to afford an actual or potential economic advantage over others." They can be anything varying from chemical compositions to marketing strategies, from spices and herbs to confidential documents relating to the pricing strategies. It can be constituted as the secret information relating to every type of industry possible and hence, there is no specific or straight forward answer to what a trade secret is. This is because the states are given the upper hand to individually decide as to upon the trade secrets and what might constitute in it.

Therefore, any subject falling under this definition would constitute a trade secret as per the intellectual property standards. As a concept, trade secret exists in several laws worldwide and it is protected in different modes as a property, as IPR, under common law, under law of contract etc. It is also recognized by different terms in different legal system, but in the Black’s Law Dictionary, trade secret is defined as “a formula, process, device, or other business information that is kept confidential to maintain an advantage over competitors”.

Trade secret can consists of drawings, maps, architectural plans, blueprints, algorithms, process implemented in computer programs, programs themselves, manufacturing or repair process, techniques and know how, marketing plans, business plans, financial information, research information etc.

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Trade secret is often termed as know-how, undisclosed information or confidential information though there is a conceptual difference between these terms, every confidential information/undisclosed information may not be a trade secret, also, all know-how may not be suitable for getting protection under trade secret law.

The Indian picture is a little different in comparison with the other countries and it doesn’t recognize trade secret as a separate intellectual property and therefore, has no recognized laws or legislations regarding the same. In India, parties must primarily rely on contracts to protect trade secrets. It is very much related to the confidential information so said. But some jurists have a contradicting view to this. The level of secrecy that is required to be ensured for confidential information is quite different from other forms of information. Justice Stoughton distinguished between the trade secrets and the confidential information in the case of *Lansing Linde Ltd. V. Kerr*.

Therefore, two primary requirements are that ‘information not be generally known in the trade, which independently derives economic value, actual or potential, and that the trade secret holder takes reasonable measures under the circumstances to protect the information as the trade secret. And hence its novelty is not that important as its inaccessibility.

The courts have emphasized time and again that all the information related to the business will not be treated as trade secret and every information or general knowledge of facts cannot be called confidential information or trade secret. Mere use of the words, policies, strategies, decision in all items does not acquire the status of confidential information. Further, the courts have pointed out that the human skill acquired by a person in a field will not be called as trade secret. Any person in employment for a certain period of time would know certain facts of the business without any special efforts, that information cannot be treated as trade secret or confidential information. Routine day to day affairs dealt by employer, which are known to many people cannot be termed as trade secret. A trade secret can be a formula, technical know-how, pecuniary mode or method of business adopted by an employer which is unknown to others. Moreover, in case of know-how, mere word know-how will not make it so, unless it is a confidential know-how or a trade secret which is only known to the knower and is not in public domain. Hence, the exploitation of such can only be done in case where license is given from the knower to the other person which can be used for commercial exploitation.

**SIGNIFICANCE OF PROTECTION OF TRADE SECRETS**

When there is protection of trade secrets, it can encourage in direct investment and industrial growth and innovation and thus can

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6 Supra 3.

7 Section 29, Indian patents act, 1970 where it is claimed that when the information is told to a single person then it would be said to be in the Public domain.

8 [1991] 1 ALL ER 418.


10 Id.

11 Supra 1.

help in development of the country. Trade secret acts as an incentive to innovate, when the innovation is not meeting the requirement of non-obviousness under the patent law, or where protection is not available as patents or copyrights. In certain circumstances, right in trade secret can last longer than patents. Certain scientific discoveries which are of greater importance also face difficulties in getting patent protect, can be protected by trade secrets. Moreover, when a technology does not fall under patent or copyright, they can be protected as trade secrets. Also, intentions, trademarks, industrial designs, literary work, where the work have not yet made public, are considered as secrets until used or revealed per se, till the work is not registered or granted IP rights. A considerable part of economically meaningful technology, significantly new and better technology that is vulnerable to reverse engineering, such as biotechnology, program microchips, computer-aided styles, is kept as trade secrets.

Trade secret fills the gap in the intellectual property law by providing legal shelter to the non-patentable and non-copyrightable inventions. In respect of copyright, copyright gives protection against copying of the information and not merely on the use of information. But in case of Trade secret it protects information per se and is concerned with information in substance and not in the form which it is being used.

Trade secret might comprise of the complementary information obtained through the exploitation of technology which is patented that, whereas not being patentable, permits economical use of the patented product or patented process. Exclusive protection promotes innovation and invention by giving the owner opportunity to discourage pirates and to recover his investments.

There are several different reasons for getting protection under trade secrets such as:
- A patent means disclosure in public, and the owner wants to avoid such disclosure of their industrial property
- Once patent is granted it can be questioned
- Time consuming process of grant of patent
- Difficulty in claiming and proving infringement of patent
- Government may ask for compulsory licensing of patent
- Patent protection is for 20 years whereas trade secret can be for indefinite period of time
- Through trade secret, ideas can also be protected which is not covered by the copyright law, the ideas can be protected as trade secret till they are not published in any form.

There are significant dissimilarities between traditional IPRs and trade secrets. Traditional IPRs are defined under the statute and have limited time duration. Whereas, trade secret

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13 Supra 3.
15 Supra 3.
16 Supra 9.
is not protected by registration but by a contract, restricting its use, disclosure, etc. Also, trade secret does not have limited time duration. Trade secret will be protected by circumstances which are beyond the control of the owner, who can otherwise prevent the secret from third parties. Whereas, the owner cannot stop the third parties from independently developing or reverse engineering the said information. Thus, the owner can get exclusive protection like the other IPRs, but if the information is disclosed by third parties, voluntarily revealed, reverse engineered or is disclosed by accident during the tenure of protection, the owner will not get any remedy under the law.\(^\text{18}\)

The owner of a secret enjoys no special rights to create, use, sell or reproduce as the owner of different IP owners get through the statute.\(^\text{19}\) The contract of protection of trade secret binds only the contracting parties, and has binding effect on the third party acting in good faith. The act of the third party is actionable only when the information is acquired by improper means. In the case of *Northern Office Micro Computer (Pty) Ltd. V. Rosenstein*\(^\text{20}\), Marais, J. said that the ex-employees protection given by law of trade secrets should be limited to the extent of the employer’s lead time. Even the transferee is free to develop the technology himself or acquire it from other source. The obligation on the transferee after the termination of the agreement should be limited to the extent that the licensed know-how is still a secret.\(^\text{21}\)

The basic purpose for protection of confidential information is to encourage the creation of information and to further the Research and Development. Trade secret provides an incentive for innovation and development of overall nation by providing exclusive rights of that technology. It also prevents the third parties from having access to the secret technology without authorization of the owner. This will help in getting the market value, which would be lacking without the protection of know-how. The trade secret will also provide protection to the licensor’s rights in its technology. To protect its interest in the technology, he may insert a restrictive clause which will restrict the transfer of technology to the licensee.

**PROTECTING TRADE SECRET IN INDIA TRIPS AND TRADE SECRET**

In the year 1994 the TRIPS was initiated at the GATT round of negotiated in 1994. It enhanced the scope of intellectual property rights. Undisclosed information including the test data and the trade secrets were one of the subjects of intellectual property being covered under it.

WIPO acknowledges that the conditions for the information to be considered a trade secret is different country to country, but, there are some general standards which have been referenced in Article 39 of the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS Agreement).\(^\text{22}\) Generally speaking, they include:

\(^{18}\) Id.

\(^{19}\) Supra 9.

\(^{20}\) *Northern Office Microcomputers (Pty) Limited & Others v Rosenstein*, [1981] (4) SA 123 (C)

\(^{21}\) Id.

\(^{22}\) Supra 16.
(1) **The information must be secret**, in the sense that it is not, generally known among or readily accessible to persons within, who are dealing in the same field. This provision includes an objective standard of secrecy by mentioning that the relevant information must not be generally known or readily accessible. The extent of secrecy must be determined by comparing in with the knowledge of a person skill in the same art, who has access to normal sources of that information.

(2) **It must have commercial value** because it is secret; i.e. the information must give a competitive advantage. The information need not be put into value in a practical way but the fact that the competitors and consumer may perceive that information to be having certain value in the market because it is kept as a secret is sufficient to give the holder of such information competitive advantage.

(3) **It must have been subject to reasonable steps by the rightful holder of the information to keep it secret**\(^23\), i.e. reasonable steps must be taken by the owner of such information to kept the said information as a secret. This provision is vague to a certain extent as it does not identify the specific criteria or the types of steps that the owner should take so as to keep the information secret.

Also, the following article stipulates that undisclosed information, often treated as synonymous to the trade secrets, can be protected as provided under the article 10 Bis of the Paris Convention.\(^24\)

Though TRIPS do not include in itself the definition to trade secrets as such but many articles are designed in the way so as to protect it from getting exploited like under clause 2 and clause 3 of the Article 30 of the TRIPS all members are required to protect the undisclosed information from commercial exploitation and data or information submitted to the government for regulatory or other approvals have to be protected from leakage or theft by third parties.\(^25\)

**TRADE SECRET PROTECTION IN INDIA**

In India, protection of trade secret is largely based on common law principles. The common law relies on principles such as breach of confidence and breach of trust. The only statutory provision that governs trade secret law is Section 27 of the Indian Contract Act. It states that every agreement by which a person is restrained from carrying on any trade, profession or business, is invalid. Since the contract of protection of trade secrets binds only the contractual parties, covering various forms of contract like non-disclosure agreements or non-competition agreements, breach of contract would be actionable. Like the other common law countries, Indian courts have followed the British practice based on equity and contract, in case of contravention of trade secret or unauthorized disclosure of information, the remedy lies under the Indian Contract Act, 1872 and the Specific Relief Act, 1963.\(^26\)

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\(^{23}\) Id.


\(^{25}\) Id.

Indian Contract Act, 1872 deals with agreement in restraint of trade, it states that: “Every agreement by which any one is restrained from exercising a lawful profession, trade or business of any kind, is to that extent void. —Every agreement by which any one is restrained from exercising a lawful profession, trade or business of any kind, is to that extent void.” Exception 1.— Saving of agreement not to carry on business of which goodwill is sold.—One who sells the goodwill of a business may agree with the buyer to refrain from carrying on a similar business, within specified local limits, so long as the buyer, or any person deriving title to the goodwill from him, carries on a like business therein, provided that such limits appear to the Court reasonable, regard being had to the nature of the business. “.

This provision brings under its ambit non disclose agreements and non- compete agreements, which are crucial for the protection of trade secrets. Further, there is Securities Exchange Board of India Regulations,1992 which states that the use of and disclosure of any undisclosed information by an insider is subjected to prosecution under the Securities Exchange Board of India Act.

Also, the Trips include provisions which provides for protection of trade secret under the term ‘undisclosed information’. India being a part of WTO, is under the obligation to accept the provisions for protection of trade secret given under Article 39 of TRIPS, however, there is no method defined as to how it should be protected. It is left on the member countries to figure out the method and prevent the violation. There is no legislation as such in India to prevent its violation except normal recourse under the Contract law, many documents relating to trade secret submitted to the government are not strictly assured by the confidential clause and therefore unauthorized access to such documents are common.

In Gujarat Bottling Co. Ltd v. Coca Cola Co., there was a franchising agreement restricting Gujarat Bottling Co. from dealing with competing goods. The Court held that clause which aims to promote sale and which exist when the contract is subsisting does not amount in restraint of trade. In Krishan Murgai v. Superintendence Co. of India Pvt. Ltd, where there was an employment agreement, defendant was prohibited from getting himself employed in any competitive firm or engages in similar duties, during the employment and which will extend to 2 years after the termination of his employment. The court held that Section 27 does not differentiate between reasonable and unreasonable restraint if trade, therefore any restraint after the term of employment would be prima facie unenforceable and void. Unless the contract is excessively harsh or one-sided, the negative stipulation in the contract that the employee will not serve any other competitor is not in restraint of trade.

In Niranjan Shankar Golikari v. Century Spinning & Mfg. Co., Supreme Court held

27 The Indian Contract Act, 1872
28 Supra 6.
30 M/S Gujarat Bottling Co.Ltd. & Ors. v. The Coca Cola Co. & Ors. [1995] SCC (5) 545
that any negative stipulation during the employment to serve the employer is never regarded as restraint of trade. Therefore, where a clause partially restraints the employee during the period of agreement from engaging in services in the same area of business, as that of the employer, does not amount in restraint of trade. In case of post termination restraint, the onus is on the employer to prove that he has suffered actual loss or there is unauthorized use of trade secret.\(^{33}\)

Therefore, it can be inferred from the above cases that the law regarding trade secrets in India is guided solely by the existence of non-compete agreements and thereby, its violation is treated as a violation in contract law. The problem that furthers here is that the question of employer-employee conflict with respect to such agreements. Apart from protection of trade secrets from illegal and authorized use, India is yet to come out of the situation wherein a lot of traditional knowledge and practices are with the tribes, hakims, artists, rural people which have potential commercial value. The protection of such information is vital to protect the users and the knowledge holders, and also to ensure that such information is not exploited by the third parties without authorization and compensation.

**CAN INDIA LEGISLATE A SUI GENERIS SYSTEM FOR PROTECTION OF TRADE SECRETS?**

Being a signatory to the Trips agreement, India is under an obligation to bring its intellectual property law in conformity with the international standards. This obligation has been further emphasized in Article 51 of the Indian Constitution which makes it a directive of the state policy, to foster respect for international law and treaty obligations. India has to a large extent obeyed this obligation by enacting legislation on intellectual property rights. However, India is lagging behind in case of Trade secret in comparison with US and other developed countries.

To safeguard the huge repository of undisclosed information and also information kept as trade secrets by their practitioners, India as a country should think over a pro-active legislation under a sui generis arrangement as provided for under Articles 39(2) and 39(3) of TRIPS and Article 10bis of the Paris Convention.\(^{34}\) Formal legislations need to be brought in on the lines of USTSA. Such legislations, even if they are hard to put into effect, except for through multifaceted litigations, still will deter and put off illegal transfer of trade secrets by individuals who have access/right to use to them as part of their employment duties. These steps by way of provisions under breach of contract or else non-disclosure agreement(NDA), would go a farfetched way in initiating a culture in the industrial arena to respect and value trade secrets as well as undisclosed information as proprietary assets of their owners.

**INFRINGEMENT OF TRADE SECRETS AND REMEDIES**

A trade secret holder has the right to prevent others from misappropriating as well as using his trade secret. Even though unauthorised use is at times an outcome of industrial espionage, frequently trade secret cases

\(^{33}\) Supra 9.

\(^{34}\) Supra 16.
engage appropriation by past employees, use in fresh businesses or used for new employers. Trade secret security endures as long as the needs for protection - normally, worth to the owner as well as secrecy - persist to be met. The protection is gone if the owner fails to take rational steps to maintain secrecy of the information. Moreover, exposure of trade secrets is not actionable in all matters i.e., trade secrets holders have alternative remedy only against unauthorised use as well(iv) as there a number of defences to trade secrets’ disclosure are as follows:35

(i) General Common Knowledge: It is a well-established standard of public policy in common law that an earlier employee is at liberty to utilize the general knowledge as well as skill acquired throughout his or her(v) service.37

(ii) Parallel Development: The holder of a trade secret does not own a monopoly or control on the information that consists of the trade secret. Other enterprises and individuals have(vi) the right to find out the fundamentals of trade secret through their own study and sheer hard work.38

(iii) Reverse Engineering: Discovery by the method of reverse engineering, specifically, beginning with the recognized product as well as working towards the back to find the technique by which it was developed, is considered appropriate way. For that reason, to circumvent a successful claim by the defendant that he revealed by reverse engineering, prosecutors should ascertain the means by which the said defendant made unauthorised use of the trade secret. If the prosecutors could demonstrate that the defendant unlawfully obtained access to the trade secret, it would disprove his assertion that he learnt the trade secret all the way through reverse engineering.39


37 Mason v Provident Clothing and Supply Co Ltd (1913) AC 724, 740-41; Herbert Morris Ltd v Saxelby (1916) 1 AC 688.


39 Telerate Systems Inc v Caro, 689 F Supp 221, 232 (SDNY 1988), the Court held that the proper focus of inquiry is not whether an alleged trade secret can be deduced by reverse engineering but rather, whether improper means are required to access it.

40 Supra 16.
someone who has a “proper interest” in obtaining the information in dispute.  

SUGGESTIONS

Apart from the reforms brought by the Legislature as well as Judiciary changing from nation to nation till date as explained in detail, We, being citizens of a democratic nation also have right to propose further recommendations and suggestions in order to develop the status of trade secret protection in India. It is painful to accept the fact that Indian law does not show any relevance upon such an important subject matter which are a part of growth and development of IPR laws in the world. New trademark legislation is therefore the only way which will provide for strong and effective IPR regime in the country, which will help in turning up new and profitable opportunities for the business sector in India. In my opinion the proposed legislation should incorporate the following points.

1. There is no particular law in India to manage the trade secret protection. So my proposal would be that the Indian Parliament should formulate and enforce the definite law dealing with the protection of trade secret.

2. The business should not reveal the confidential information to any third party as well as also take own accountability to maintain trade secret of company. Reasonable efforts to protect should be seen from the non-disclosure agreements.

3. The codified law made by the parliament must define trade secret and its pre-requisites. The protection should be extended to combination of information, since individual information of the alleged trade secret may not individually constitute as a trade secret but the combination creates economic value not generally known in the market.

4. Prior to using a social media account or else signing up in a virtual website, all citizens must be meticulous in inspecting the terms as well as conditions or else, you will never discern that what you assume is not an offence, is a clear infringement in outlook of law. It can as well take away your confidential information as well as personal detail of company from internet and hack your company websites.

5. A specialised body must decide cases related to trade secrets as in cases of other IPR and the procedure must be recorded in camera. Also, disclosure of information to other party for the purpose of this should not be treated as public disclosure, and the other party must be bound not to disclose such information or use such information which they have acquired during the proceedings of the case.

6. Exception should be made in the public interest.

7. The law relating to Trade secret must have overriding effect on other existing laws such as Indian Contracts Act.

CONCLUSION

The policy of trade secret law is to, maintain, protect and promote standards of business ethics and fair trade as well as it encourages innovations also. The misappropriation of

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41 Initial Services v Putterill, (1968) 1 QB 396, 405: (1967) 3 All ER 145.
such information by persons other than the owner is considered as an unfair practice and infringement of trade secrets. Leaking of trade secret would cause damage to the real holder of the secret. The Trade Secrets usually refers to information describing the business that is not commonly known to the community which the owner realistically attempts to keep secret as well as confidential. Once trade secrets have been uncovered to the community, they cannot be evoked even if the use of item itself causes revelation.

So in order to arrive at the efficient transparency and unambiguity in the commercial dealings there is a persistent need for drafting the legislation so to appropriately protect the trade secret in India as for the good operation and fair competition of a business in market. Attaining protection will aid the country’s economy to develop.

It is beyond any doubt that intellectual property consists of copyright, trademark, patent and trade secret. India has copyright law which gives complete protection to copyright in India. Further, there is Trademarks Act, 1999, which protects trademarks in India. Also, there is Patents Act, 1970 which gives protection to patents in India. But, it is evident that there is no proper law for protection of trade secret in India. Whereas, in other contracting parties of TRIPS they have enacted specific law whose sole objective is to protect trade secrets in their respective countries. But in India, there are certain laws which protect trade secrets like provisions in contract law, criminal law and copyright law. It can be seen that these laws are not sufficient for protecting trade secrets in India.

Further, a specific legislation attains more value and importance in respect to the ambiguity that exists in the foreign judgement and decisions on issues related to trade secrets. There is no proper line of principles that have been laid down by the Indian courts for setting them as persuasive precedents that should be followed.

Moreover, Being a party to Agreement on Trade Related Aspects of Intellectual Property Rights (TRIPS), Indian nation has already codified law for the protection of all IPRs but still the legislation for protection of Trade Secrets are absent. India is obliged to codify broad rules and regulations to eradicate uncertainty with regard to Trade Secrets Protection. Therefore there is a imperative need for the protection of trade secret through enacting a legislation dealing specifically with the issues of trade secret.

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