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The Secret Behind Trade Secrets

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Abstract

This paper analyzes the significance of trade secret protection in intellectual property rights (IPR) and examines the legal position of trade secrets in India and abroad. Trade secrets are vital assets for businesses and provide them with a competitive edge. This is highlighted by showing the change that trade secret protection can bring to MNCs in this age of global trade and commerce. This paper emphasizes the importance of trade secret protection and the challenges associated with safeguarding them. It analyzes the existing legal framework for trade secret protection in India and highlights the defences available for disclosing trade secrets, including general knowledge, parallel development, reverse engineering, and innocent acquisition of information. The paper suggests measures that businesses can adopt to protect their trade secrets, such as non-disclosure agreements (NDA), awareness campaigns, compulsory registration, recognition by statute, validating reasonable non-competition agreements, and changing the draft of Sections 12(4) and 13(3) of the proposed National Innovation Act. The paper recommends strengthening the legal framework for trade secret protection in India to prevent misappropriation and promote innovation and economic growth. Overall, the paper stresses the significance of trade secret protection and the need for an effective legal framework to protect the interests of businesses. It proposes suggestions that can enhance trade secret protection in India and promote a culture of innovation and growth. In short, the paper emphasizes the need for robust trade secret protection and a better understanding of the legal framework to prevent trade secret misappropriation. I hope you consider my paper, as it will highlight the much-needed awareness of trade secret recognition in India. The paper has been purposely written in easy and simple language for general understanding, even for non-legal readers, for whom this knowledge can be helpful (e.g., women running SMEs or household businesses).

Keywords: Absence of legislation, advantage over competitors, confidentiality, economic growth, NDA, trade secret

INTRODUCTION TO UNDERSTAND TRADE SECRETS FROM THE IP PERSPECTIVE

"The secret of business is to know something that nobody knows." — Aristotle Onassis

Intellectual property is all about the creativity of humans. Intellectual property rights serve as a recognition and incentive for individuals who produce original and skillful work in bringing their ideas to fruition. The influence of intellectual property rights has permeated various facets of contemporary life. In the present day, safeguarding these intellectual assets has become imperative. While human rights are typically viewed as positive rights, intellectual property rights do not grant unrestricted use; instead, they empower the owner to prevent others from utilizing their intellectual property. In this context, intellectual property is regarded as a negative right.

Concept of Trade Secrets

Famous English Jurist, John Lock propounded the 'Labor theory' stating: "Human labour deserves a reward in the form of proprietary rights" [1].

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Within free-market economies, the abstract nature of property rights is gaining heightened significance when it comes to preserving one's market presence. A trade secret is regarded as a distinctive element that seamlessly integrates into the broader landscape of contractual agreements, competition, innovation, and the realm of intellectual property rights [2]. Intellectual property laws typically exhibit a territorial nature, with their applicability varying from one jurisdiction to another based on specific national laws. In contrast, the protection of trade secrets varies depending on the particular legal frameworks and regulations in different countries. A trade secret is commonly defined as "any formula, pattern, device, or collection of information employed in one's business, offering an opportunity to gain a competitive edge over rivals [3]. The global recognition of the significance of trade secrets can be measured by the fact that a majority of operational technologies around the world are safeguarded through trade secret protection rather than relying on patents. Trade secrets, as a form of intellectual property, possess the capacity to transform intangible value into economic expansion.

There are primarily three factors common to all types of trade secrets:

1. The public has no access to information.
2. By maintaining secrecy and confidentiality, it confers economic benefits.
3. Subjected to reasonable efforts to maintain its secrecy.

The primary policy objective of trade secret protection is to confer value upon the owner while simultaneously preventing unauthorized parties from wrongfully acquiring and utilizing their trade secrets. The TRIPS agreement, in fact, classifies trade secrets as a subset of undisclosed information, though it does not specify the mechanisms and modalities for protection. The underlying policy rationale for safeguarding trade secrets is to stimulate research and development by affording protection to those who generate valuable business information. This approach also plays a pivotal role in upholding the ethical standards of business practices [4].

Recognition of Trade Secrets

Internationally, trade secrets provisions were incorporated into the North American Free Trade Agreement (NAFTA) and the agreement on Trade-Related Aspects of Intellectual Property (TRIPS) during the Uruguay Round of negotiations under the General Agreement on Tariffs and Trade (GATT) [5]. India is a party to the Paris Convention, which focuses on intellectual property protection [6]. Article 1(2) of the agreement on TRIPS states that IP shall include protection of undisclosed information [7]. Article 39 of the TRIPS agreement mandates that member nations must ensure that individuals and legal entities have the ability to prevent the unauthorized disclosure of their information, which could be exploited by others without their consent in a manner that goes against fair and ethical business practices [8]. The TRIPS agreement was initially introduced in 1995, setting forth a global benchmark for WTO member countries to safeguard confidential information [9]. While the TRIPS agreement does not explicitly mention trade secrets, it encompasses undisclosed or confidential information, which includes trade secrets. Section 7 of the agreement addresses the protection of such undisclosed information. Numerous countries have enacted specific laws and regulations to safeguard trade secrets with the aim of fostering research and innovation [10]. Article 10(b) of the Paris Convention and Articles 39(2) and 39(3) of the TRIPS Agreement established the international benchmarks for trade secret protection laws. Nevertheless, in India, there is no dedicated and specific legislation that uniquely addresses trade secrets [11].

Trade secrets are considered a form of property right within property theory, encompassing both subjective and objective approaches to protect these rights in their use and disclosure. Under common law, liability for trade secret misappropriation typically involves the acquisition of such secrets by another through improper conduct or unfair means, and the subsequent use or disclosure of these secrets to the detriment of the trade secret owner [12].

Growing Significance of Trade Secrets

A trade secret is a component that must be kept confidential when dealing with others. It is often inevitable to conduct business or trade without sharing this secret with relevant parties, and such sharing is typically done with an expectation of confidentiality. Trade secrets possess both a monopoly value, which gives their owner a competitive edge, and a use value in practical applications [13]. It has been established that disclosing trade secrets through a breach of confidence is not permissible [14]. In cases of employment, it is often presumed that there is an implied contract in place. Therefore, breaching this confidence may involve revealing confidential information or trade secrets and would be regarded as a breach of the legal duty of confidence, constituting a tort [15]. The legal framework governing breaches of confidence primarily centers on the act of using or disclosing confidential information rather than the act of acquiring the information itself [16]. According to Lord Green, the key criterion for establishing a breach of confidence obligation is whether it can be demonstrated that the defendant utilized confidential information obtained directly or indirectly from the plaintiff without the plaintiff's consent, whether that consent is explicit or implied [17]. In such cases, the defendant is deemed to have infringed upon the plaintiff's rights.

Trade secrets are a subset of confidential information. In India, while some courts have used the terms "trade secrets" and "confidential information" interchangeably, others have made a clear distinction [18]. They have held that information known to others cannot be classified as trade secrets. Indian courts and tribunals have emphasized that, in the absence of specific legislation, they safeguard trade secrets through common law [19]. The primary remedies in cases of infringement typically include seeking injunctions or claiming damages. It is important to note that intellectual property rights (IPR) laws in India are geographically bound, and the level of protection may vary from one region to another [20]. The fundamental aspect of trade secrets is the preservation of their secrecy rather than their novelty [21].

Legal Position in India

Under Indian law, trade secrets lack a specific legal definition, making them challenging to define, categorize, and determine. However, the court has described trade secrets as "formulas, technical expertise, or a unique business approach employed by an employer that is not known to others [22]."

The court determined that consumer data does not fall under the category of trade secrets, properties, or any other information that has been kept confidential. This highlights the need for a more structured and comprehensive system for safeguarding trade secrets. Ideas that should be shielded under trade law can pose risks to businesses if they lack protection. In the absence of appropriate laws, the likelihood of prosecuting trade secret misappropriation is reduced. For inventors, trade secrets may not offer adequate protection, leaving patent protection as another option, although it may not be the ideal long-term solution.

The Delhi High Court's judgment affirmed that the concept created and refined by the plaintiff resulted from the plaintiff's efforts on material that might be accessible to anyone. What renders it confidential is the plaintiff's intellectual input, which led to the creation of a unique concept [23]. The Supreme Court reaffirmed these principles in the case of *Niranjan Shanker Golikari v. Century Spinning & Manufacturing Co. Ltd*. [24]. The courts have acknowledged that a trade secret encompasses protected and confidential information that employees acquire during the course of their employment, which they are obliged to keep from disclosing to others in the interest of the employer. However, routine aspects of the employer's operations that are widely known to others do not qualify as trade secrets [25].

The Indian Government advanced its efforts to promote research and innovation by introducing a draft National Innovation (NI) Act in 2008 [26].

The Draft Act, put forth by the Department of Science and Technology, Government of India, adopted a three-pronged approach [27].

The proposed Act, presented by the Department of Science and Technology within the Government of India, embraced a three-fold approach.

Secondly, it aimed to develop a National Integrated Science and Technology Plan.

Thirdly, it sought to codify and consolidate a law on confidentiality to enhance the protection of confidential information, trade secrets, and innovation [28].

In India, individuals are obligated by contract not to reveal information or secrets that have been shared with them in confidence. Section 27 of the Indian Contract Act specifies that agreements restraining trade are considered void [29]. In 1958, the Law Commission of India suggested an amendment to the main section, proposing the addition of the phrase "… except in so far as the restraint is reasonable having regard to the interests of the parties to the agreements and of the public." This recommendation implies that there should be room for reasonable restraint on the right to engage in trade, which supports the promotion of trade secret protection in India. It is worth highlighting that the Law Commission was forward-thinking in its recommendation regarding the need for trade secret protection [30].

In several cases, the courts have ruled that to receive legal protection, the owner must demonstrate that they made reasonable efforts to maintain the secrecy of the information. These efforts are often referred to as "reasonable security measures" under common law. One such case is the instance of *Junkunc v. SJ Advanced Technology & Manufacturing Corp.* The process involved was considered a trade secret [31].

In the case of *Junkunc v. SJ Advanced Technology & Manufacturing*, the plaintiff asserted that their manufacturing process for the fuel nozzle seal, utilized in jet engines, was known to only five individuals. The plaintiff had invested a significant amount of resources in developing and safeguarding this process over the years [32]. In this particular case, the court ruled that when substantial measures have been implemented to preserve the secrecy of the information, it qualifies as a trade secret and is entitled to legal protection. As a result, the court issued an injunction in this matter to safeguard the trade secret [33].

Furthermore, it is essential to note that not all instances of trade secret disclosure can lead to legal action. Trade secret owners can only take legal action in cases of misappropriation, and there are several defenses to trade secret disclosure, including the following [34]:

General Knowledge

In the *Mason v. Provident Clothing and Supply Co. Ltd. case,* it was established that under common law, individuals are permitted, as a matter of public policy, to apply their general skills and knowledge in their subsequent employment [35]. If the defendant demonstrates that the information in their possession is common knowledge and was not obtained from their former employer or acquired through unfair methods, they cannot be legally prohibited from using that information.

Parallel development: If the defendant can establish that they independently developed the information, meaning they created a similar process on their own, they can be exempt from liability. The court ruled that the owner of trade secrets does not possess exclusive rights over the data that constitutes the trade secrets [36].

If other companies wish to gain knowledge, they have the right to uncover the elements through their independent research and diligent efforts [37].

Reverse engineering: In the context of reverse engineering, trade secrets are unveiled through an analysis of the product [38]. The law permits the examination of the product using legitimate methods,

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but this exception is not without conditions. The defendant must demonstrate that the process of reverse engineering was conducted fairly. In the *Barr-Mullin, Inc. v. Browning case*, the central issue revolved around whether a software program could be classified as a trade secret [39]. The North Carolina Court of Appeals determined the software qualified as a protectable trade secret [40]. In this case, the source code of the software was not publicly available; only the object code was accessible [41]. The defendant contended that the object code had already been reverse-engineered and was in the public domain [42]. The court ruled that the essential question is not whether an alleged trade secret can be revealed through reverse engineering, but rather whether improper methods are necessary to access it [43]. If the information is already part of the public domain, no legal action can be pursued [44].

In cases of innocent information acquisition, when a person obtains information without being aware of its confidential nature, this acquisition is considered innocent and not in violation of the law. The court has ruled that no responsibility should be imposed for confidential information on individuals who genuinely purchase the information based on its inherent value without recognizing its confidentiality [45].

Suggestions

Trade secret protection effectively fills the gap between copyright and patent protection, which are two traditional pillars of intellectual property, for the main purpose of appropriating the results of investments in innovation. It is also to be noted that if there is an effective law on trade secrets, it will lower the cost incurred in secrecy and business protection. It is also essential to protect the recruiters' interests from the employees, so that business information can be protected effectively under the trade secrets law. Trade secret protection in India is currently linked with the intellectual property regime not only for existing knowledge protection but also for many other factors like boosting invention, innovation, developing and improving original ideas that would remain incomplete without any effective, adequate, or fair protection of the trade secrets.

The TRIPS agreement provides for provisions for the protection of trade secrets, but India did not have specific legislation or enactment for IPR protection. This means that in India, trade secrets have not received as much recognition as the other IP protection measures. The current impacting laws, which exist in common-law form as well as statutory form, are very limited, non-comprehensive, non-positive in nature, and limited in scope. The common law itself lacks the foreseeability of the problems; it cannot solve unseen future problems. Therefore, trade secret protection under the common law system suffers from an inherent limitation of the legal system that has persisted as follows:

1. There is no standard for maintaining the degree of confidentiality.
2. Although there is a springboard doctrine, there is a limitation to the springboard principle as it is not permanent.
3. The common law system is considered ineffective against third-party misappropriation.
4. Adequate remedy is not available in all breach of confidential information cases.

Moreover, from the overall research, it was found that the existing positions for the protection of trade secrets are mostly negative. To expand the horizons of the national economy, there needs to be comprehensive protection for trade secrets. Objective 3.8.4 of national IPR policy shows that the government is thinking about future policy but is reluctant to codify the trade secrets laws in India as the policy lacks any intention of framing any legislation. Certain loopholes have to be removed from the Draft National Innovation Act of 2008. Under Section 11, the public interest is too broad, which needs to be defined. Trade secrets obtained by paying loyalty under Section 12(4) are also unjust. Section 13(3), which provides for a precondition for defending the suit, actually opposes the basic natural justice rules, which give the right to a fair hearing. The act fails to provide any penalty provisions in the case of confidential information misappropriation. No standard format is drafted for non-disclosure agreements, which in turn creates ambiguity. Also, there should be some exclusion clause. In the 2016 national intellectual property rights policy, there are no specific recommendations or guidelines for the enactment of the statute for trade secrets protection.

The TRIPS Agreement requires its member states to modify or create new laws to meet their obligations under the agreement. Therefore, it is essential for the parliament to introduce additional provisions within the Competition Act, specifically addressing the use, misappropriation, and regulation of confidential information. Likewise, the fundamental corporate legislation under the Companies Act of 1956 should also incorporate provisions concerning confidential information and trade secrets.

The Federation of Indian Chambers of Commerce and Industry (FICCI) has suggested that the provisions must accordingly be made to statutory protection of trade secrets, so there would be no lacuna relating to their protection under Indian law.

The scope of the standard minimum criteria, which has been set up in the TRIPS with regard to trade secrets, has been incorporated into the legal frameworks of the WTO.

1. *Non-disclosure agreement* (making a legislative provision for the non-disclosure agreement): An NDA is considered a contract between two persons, one of whom knows the information and the other to whom the information is going to be passed on. Confidentiality is protected through the non-disclosure agreement [46]. If the receiver of the information has unlawfully disclosed it to another person, the opposite party has certain available rights, which include the right to sue for damages and compensation, etc. Enforcing these rights can also involve filing a lawsuit to obtain injunctive relief.
2. *Defining the trade secrets of each employer*: While protecting the interests of the trade secret's owner, it is also pertinent to know what the trade secrets conclude. The clause which enumerates the trade secrets by the employer should not be compulsory but optional.
3. *Making provision for the registration of the trade secrets*: There should also be a provision for the trade secrets' registration by the businesses under the proposed legislation. The drafted one must be in accordance with the process that is followed in the trademark. It will put the traders in a bigger and stronger position, as they have the registered trade secrets. If any misappropriation has occurred, it will become very easy for the traders to get protection. The registration should contain the general description but not the information itself, unlike in the patent registration.
4. *Making the provision of the criminal penalty for the misuse of trade secrets:* It was also observed that countries which are protecting the criminal law are more effective. If there are criminal sanctions, there will be more fear of misappropriation. Although Sections 405–409, Section 418 under IPC 1860 [47] and Sections 43 and 66 of the IT Act 2000 [48] provide some remedy; these provisions are not exclusively made for trade secrets protection, and such provisions cannot be effectively used in the case of misappropriation. The Indian law dealing with trade secrets should include penal provisions in the form of a civil injunction, damages for misappropriation, imprisonment, and administrative provisions.
5. *Validating a reasonable non-competition agreement*: The requirement of a non-competition agreement with the non-disclosure agreement may be able to control those persons' right to compete with him. A company may restrain an employee from carrying out similar work in another establishment during their employment. While an employer typically cannot prevent a former employee from engaging in competitive activities after their employment ends, the employer does have a legitimate right to seek reasonable safeguards against the unauthorized use or disclosure of trade secrets [49].
6. *Insertion of the exclusion clause in the provision of trade secrets protection*: It is advisable to include an exclusion clause within the enacted provision. This clause should explicitly specify

the elements that should be excluded from the classification of trade secrets, even if they meet the criteria for being considered trade secrets. Such a provision is needed for the protection of the interests of the general public as a whole. Also, there is no compromise on health standards or national interests only for the sake of the investor's protection. The following things can be added to the exemption clause:

(a) If the disclosure of the information is needed for the protection of a larger public.
(b) If the disclosure of the information is beneficial for the public interest, except when the owner of the information can prove that personal interest outweighs public interest, then the information is protected as confidential information [50].
(c) If the disclosure of the information is for the protection of the national interest or for the prevention, investigation, or prosecution of crime, it is permissible.
(d) If the employee acquires any new skill during the course of employment, then such skills cannot be considered as the employer's trade secrets.
(e) If the information is used or disclosed in accordance with a statutory obligation or power, information disclosed pursuant to a court order for the purpose of legal proceedings. However, the disclosure must be to someone who has a 'proper interest' in receiving the information in question [51].
(f) If the content of the product has any health hazards (actual or potential)
(g) If the level has any health hazards (actual or potential)
(h) If any of the information has been developed by way of any unfair or illegal means by the employer, but the employee concerned has legalized the method of acquisition and then started a separate business by commercially exploiting that knowledge, then such information cannot be considered as the employer's trade secrets.

7. *Changing draft of Section 12(4) of the proposed National Innovation Act*: This section is also disputed, which says that an injunction restricting the uses of confidential information may then stipulate the conditions for the payment upon the future use of a royalty which is reasonable for not longer than the period of time which could have been prohibited.
8. *Changing the draft Section 13(3) of the proposed National Innovation Act*: This provision has to be changed because this clause is unjustified in cases with original jurisdiction. The condition here contradicts the natural justice rule, which provides the right to a fair hearing.

CONCLUSION

Effective IPRs of a country accelerate its economic growth better, including trade secrets within it. It also stimulates FDI. Adequate IPR protection, including trade secrets, is one 'sine qua non' of the open markets in a liberalized economy when compared to a constricted and conservative economy. It increases competitiveness in the economy. Effective trade secret protection is an important instrument in the promotion of international trade in the WTO regime.

REFERENCES

1. Menell PS. Intellectual property: General Theories. In: Bouckaert B, de Geest G, editors. Encyclopedia of Law & Economics: Volume II. Cheltenham: Edward Elgar; 2000. p. 129–188.
2. Bone RG. A new look at trade secret law: Doctrine in search of justification. Cal L Rev. 2008; 86(1): 24.
3. Lin TCW. Executive trade secrets. Notre Dame Law Rev. 2013; 87(3): 911. SSRN 2047462. Available from: https://ssrn.com/abstract=2047462.
4. Intellectual Property Risk Management. Donal O'Connell. Independently published (December 19, 2021). https://www.amazon.com/Intellectual-Property-Management-Donal-OConnell/dp/B09NRD8CH6
5. Wilson Center. (2023). Chapter 2: America's Trade Agreements. [online] Available at: https://www.wilsoncenter.org/chapter-2-americas-trade-agreements.
6. Wipo.int. (2024). India Accedes to the Paris Convention andthe Patent Cooperation Treaty (PCT). [Online] Available at: https://www.wipo.int/pressroom/en/prdocs/1998/wipo_upd_1998_32.html.

7. Wto.org. (2024). WTO | intellectual property (TRIPS)—agreement text—general provisions. [Online] Available at: https://www.wto.org/english/docs_e/legal_e/27-trips_03_e.htm
8. Wto.org. (2024). WTO | intellectual property (TRIPS)—agreement text—contents. [Online] Available at: https://www.wto.org/english/docs_e/legal_e/27-trips_01_e.htm.
9. Wto.org. (2024). WTO | intellectual property—overview of TRIPS Agreement. [Online] Available at: https://www.wto.org/english/tratop_e/trips_e/intel2_e.htm.
10. Approaches to the Protection of Trade Secrets. In: Enquiries into Intellectual Property's Economic Impact. OECD; 2015. p. 131. https://one.oecd.org/document/DSTI/ICCP(2014)17/CHAP1/FINAL/En/pdf
11. WIPO. (2012). WIPO Lex. [Online] Wipo.int. Available at: https://www.wipo.int/wipolex/en/text/288514.
12. www.wipo.int (n.d.). Trade Secrets. [Online] Available at: https://www.wipo.int/export/sites/www/sme/en/documents/pdf/ip_panorama_4_learning_points.pdf.
13. Oxford v. Moss, (1979) 68 Cri 482. Hammond RG. Theft of Information. Law Quarterly Review. 1984; 100: 252.
14. Kewanee Oil Co. v. Bicron Corp., 416 U.S. 470, 490–91; 40 L. Ed. 2d 315 (1974).
15. Cornish WR. Intellectual Property. 3rd ed. 1996. Paras 8.49–8.53. Law Commission of England and Wales. Breach of Confidence. Consultation Paper No. 110. Her Majesty's Stationery Office; 1981. Para 2.10.
16. Attorney General v. Guardian Newspapers. (1988) 3 All ER 545. Argus Partners. Protection of Confidential Information without a Contract. Protection of Confidential Information under Common Law—Rule of Equity. [Online] Available at: https://www.legal500.com/developments/thought-leadership/protection-of-confidential-information-without-a-contract/.
17. Saltman Engineering Co Ltd v Campbell Engineering Co Ltd. [1963] 3 All ER 413; 65 RPC 203.
18. Trade Secrets (Enforcement, etc.) Regulations, 2018, SI 2018/597. Trade Secrets (Enforcement, etc.) Regulations, 2018, SI 2018/597. Queensland Government. What are trade secrets, know-how and confidential information? [Online] Available at: https://www.business.qld.gov.au/running-business/risk/ip/ip-kit/browse-ip-topics/trade-secrets/definitions.
19. Verma SK. Legal Protection of Trade Secrets and Confidential Information. Journal of the Indian Law Institute. 2002; 44(3): 336–353.
20. The role of national and international intellectual property law and policy in reconceptualising the definition of investment. IIC - International Review of Intellectual Property and Competition Law. [Online] Available at: https://link.springer.com/article/10.1007/s40319-020-010097-.
21. Dionne v. Southeast Foam Converting & Packaging, Inc. 240 Va. 297, 397 S.E.2d 110, 1990 Va. LEXIS 121, 17 U.S.P.Q.2D (BNA) 1565 (Va. September 21, 1990).
22. American Express Bank, Ltd. v. Priya Puri. 2006 SCC Online Del 638.
23. Anil Gupta v. Kunal Dasgupta. 2002 SCC Online Del 250.
24. Niranjan Shankar Golikari v. Century Spg. and Mfg. Co. Ltd. (1967) 2 SCR 378.
25. Ambiance India Pvt. Ltd. v. Naveen Jain. 2005 SCC Online Del 367.
26. Rahman F. (2016). Trade secrets law and innovation policy in India. [Online] Available at: http://docs.manupatra.in/newsline/articles/Upload/E8134C85-E745-414C-91AA-3E05D6B95581.1-H__civil.pdf.
27. Dst.gov.in. (2020). Government of India, Department of Science & Technology. Draft 5th National Science, Technology, and Innovation Policy for public consultation. [Online] Available at: https://dst.gov.in/draft-5th-national-science-technology-and-innovation-policy-public-consultation.
28. Kamakhya Srivastava, Indian Innovation Act: Trade Secrets and Confidentiality, (March, 2015) http://ipfrontline.com/2008/10/indian-innovation-acttrade-secrets-and-confidentiality/.
29. Pollock, Mulla. Indian Contract and Specific Relief Acts. Vol 1. 12th ed. Edited by Nilima Bhadbade. New Delhi: Butterworths; 2004. pp. 818–822.
30. The Law Commission of India. 13th Report. Ministry of Law and Justice; 1958. Para 55.

31. SJ Advanced Technology & Mfg. Corp. v. Junkunc. 627 F. Supp. 572, 1986 U.S. Dist. LEXIS 29905, 1986-1 Trade Cas. (CCH) P66,970 (N.D. III. January 29, 1986).
32. *Id*
33. *Id*
34. Seetharaman R. Legal protection of trade secret. 1 Supreme Court Cases. 2004; 22.
35. Mason v Provident Clothing and Supply Co Ltd. [1913] AC 724, [1911-13] All ER Rep 400, 109 LT 449.
36. K Stanghton, L.J. in Lansing Linde Ltd. v. Kerr [1991] 1 All ER 418 at 425. Art. 39 of the TRIPS Agreement uses “undisclosed information” in this sense.
37. Kewanee v. Bicron. 416 U.S. 470, 94 S. Ct. 1879, 40 L. Ed. 2d 315, 1974 U.S. LEXIS 134, 181 U.S.P.Q. (BNA) 673, 69 Ohio Op. 2d 235 (U.S. May 13, 1974).
38. WIPO. Trade Secrets. Module 4. pg. 7. [Online] Available at: https://www.wipo.int/export/sites/www/sme/en/documents/pdf/ip_panorama_4_learning_points.pdf.
39. Barr-Mullin, Inc. v. Browning. 424 S.E.2d 226 (1993).
40. Barr-Mullin, Inc. v. Browning. 108 N.C. App. 590.
41. Id.
42. Barr-Mullin, Inc. v. Browning. 424 S.E.2d 226 (1993).
43. Telerate Systems Inc v Caro. 689 F Supp 221, 232 (SDNY 1988).
44. Thomas Marshall v Gunile. (1978) 3 All ER 193, 203.
45. Minerals Resources v. Newcastle Newspapers Pvt Ltd. (1997) 40 IPR 403, ¶ 405.
46. Tractors and Farm Equipment Ltd. v. Green Field Farm Equipments Pvt. Ltd. 2006 SCC Online Mad 1236.
47. Indian Penal Code, 1860, §§ 405-409, § 418.
48. Information Technology Act, 2000, §§ 43 & 66.
49. Attwood v Lamont. (1920) 3 KB 571: (1920) All ER Rep 55.
50. DVD Copy Control Ass’n, Inc. v. Bunner. 116 Cal. App. 4th 241, 10 Cal. Rptr. 3d 185 (2004).
51. Initial Services v Putterill. (1968) 1 QB 396, 405: (1967) 3 All ER 145.