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NAVIGATING THE FUTURE: The Imperative Role of Arbitration in Resolving Intellectual Property Rights Disputes In India

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ABSTRACT

Ubi Jus Ibi Remedium (where there is a right, there must be a remedy) is a prominent and still relevant principle of law. The longing incapacitated potential of the dispute resolution under the Indian Judicial System is a concerned matter, the persistent rotation and commercialization of the intellectual property rights in the past years has increased the number of engagements and contracts for licensing, assignments, and trademark transfers but with this there has been an increase in the number of the intellectual property disputes. With a focal point on arbitration as a robust alternative dispute resolution (ADR) mechanism, this research probes into its potential advantages, challenges, and alignment with international treaties and conventions. It aims to assess how arbitration can expedite resolution processes, mitigate backlog issues, and offer a cost-effective and flexible means of adjudicating disputes, especially concerning patents, trademarks, and copyrights. This paper undergoes a critical examination of the evolving landscape of dispute resolution mechanisms. Research further delves into the current state of intellectual property rights disputes in India, considering the existing legal frameworks and the efficacy of traditional litigation. The autochthonous laws present Intellectual Property as a right in rem and therefore no clarity has been provided over the years determining the arbitrability of the IP disputes, moreover the Arbitration and Conciliation Act, 1996 does not give a definite list of matters which are arbitrable, no definitive scope of subject matter arbitrability. The research encompasses the unexpurgated view of arbitration as a means for IP dispute resolution. Furthermore, the examination extends to the utilization of standard-essential patents (SEPs) under fair, reasonable, and non-discriminatory (FRAND) conditions. Notably, the exploration incorporates the integration of contemporary technologies such as smart contracts, blockchain, and other technical resources throughout the arbitration process. In conclusion, the paper underscores the vitality of arbitration in shaping the future of intellectual property

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dispute resolution in India within the context of international treaties and conventions. By perspicacious view of challenges and opportunities, contributing to the ongoing discourse on evolving and strengthening dispute resolution mechanisms, ensuring alignment with international standards in the realm of intellectual property rights.

Keywords – Intellectual Property, Arbitration, Treaties, Statutory Limitations

INTRODUCTION

A right without remedy is no right. Hence, to safeguard the rights of its constituents, a State typically acknowledges, formulates, and implements various mechanisms for addressing disputes related to the protection, preservation, and promotion of these rights. These mechanisms can range from being entirely state-centric, such as state courts, to those fully private but operating within a state-supervised system (conciliation or mediation), and even completely private without state oversight (negotiation), except in limited instances.

Despite lacking a comprehensive definition, intellectual property generally receives substantial protections in most jurisdictions, endowing holders/owners with broad-ranging rights recognized by all. As these rights introduce a form of monopoly, states strive to establish intellectual property policies that strike a balance between the granted level of protection and the benefits accruable to the State's members through the exploitation of such intellectual property. Due to the overarching policy and the universal character of intellectual property protections, disputes concerning intellectual property are typically reserved within the exclusive purview of state courts. The shift towards arbitration is rational as it provides a more efficient approach for addressing cross-border disputes related to intellectual property. The discrete nature of arbitration proves particularly advantageous in intellectual property conflicts, given the frequently sensitive and confidential nature of the information and know-how involved in such disputes. Resolving complex technical aspects of intellectual property conflicts can be challenging, but this hurdle can be overcome by appointing arbitrators possessing the requisite expertise. International intellectual property arbitration is gaining popularity due to its numerous advantages. This paper aims to reassess whether state courts, particularly in India, exclusively offer the avenue for resolving intellectual property disputes, or if alternative dispute resolution methods could be employed for such matters.

CHAPTER I

THE SIGNIFICANCE OF NON-COURT ALTERNATIVES IN DISPUTE RESOLUTION.

While the traditional method of resolving disputes through courts has historically been the norm, it has faced criticism over the years due to significant issues such as prolonged delays, high costs, and a lack of expertise.[2] This criticism is particularly relevant in transnational disputes, where factors like distrust of foreign legal practices and concerns about political and economic structures contribute to the avoidance of specific court systems.[3] Moreover, the adversarial system is often criticized for falling short of its primary goal—achieving justice. Jurisdictions worldwide have grappled with these issues to varying extents.[4]

In response to the mentioned concerns, various alternative dispute resolution methods have been developed. These alternatives operate on the premise that private dispute resolution methods can address conflicts more efficiently, leading to reduced time and costs compared to court-based adjudication. These alternatives range from entirely private approaches like negotiation to adjudication through arbitrators, with outcomes enforceable through state-based mechanisms.[5]

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[2] Gregg A Paradise, Arbitration of Patent Infringement Disputes: Encouraging the Use of Arbitration through Evidence Rules Reform, 64 Fordham L Rev. 247 (1995), pages 251-255. Harish Narasappa, The long, expensive road to justice, available at http://indiatoday.intoday.in/story/judicial-system-judiciary-cji-law-cases-the-longexpensive-road-to-justice/1/652784.html. Docket explosion and consequent delays have been on numerous occasions flagged as a critical issue by the Supreme Court of India. According to the Supreme Court of India website as on 01.02.2017, 62309 matters were pending before it. See also Utkarsh Anand, More than 2 crore cases pending in India's district courts: Report, http://indianexpress.com/article/india/india-news-india/indian-judiciaryshortage-judges-ts-thakur-2-crore-cases-pending-in-indias-district-courts-report-2842023/.

[3] Katherine R Kruse, Learning from Practice: What ADR needs from a theory of Justice, 5 Nevada Law Journal 389, (2004), 390-392.

[4] For instance according to a 2015 study commissioned by the American Intellectual Property Law Association (AIPLA) in its 2015 Report of the Economic Survey estimated an ever increasing average cost of litigation (through trial) for patent, trademark and copyright infringement. The survey estimated that in patent infringement cases where the amount in dispute was between USD $10 million to $25 million total litigation costs average in excess of $3.5 million. In cases where the amount in dispute exceeds $25 million, average litigation costs are roughly doubled. Summary of the Report, available at http://files.ctctcdn.com/e79ee274201/b6ced6c3-d1ee-4ee7-9873- 352dbe08d8fd.pdf, page 37-52. For most litigants one of the greatest obstacles in pursuing their rights is the high litigation cost that is involved. WIPO Magazine, Feb 2010, No.1, available at http://www.wipo.int/wipo_magazine/en/2010/01/. In similar vein see also the 245th Report of the Law Commission of India on a review of the working of the Indian Court systems.

[5] Blackman and Mcneill, Alternative Dispute Resolution in Commercial Intellectual Property Disputes, 47 The American University Law Review 1709 (1998), pages 1711-1714. See generally, Robert H Mnookin, Alternative Dispute Resolution available at http://www.law.harvard.edu/programs/olin_center/papers/pdf/232.pdf

Arbitration, as one of these alternative methods, relies on the consent of all involved parties to submit the matter to arbitration. Without this mutual agreement, the dispute resolution process through arbitration would not be effective. The binding force of the agreement to arbitrate, representing the parties' consent, is established through national and international support provided by domestic and international law.[6] Many jurisdictions have adapted their domestic laws to align with the Model Laws formulated by UNCITRAL, recommended for adoption by the United Nations General Assembly. On the international stage, instruments like the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards in 1958, ratified by 156 States, facilitate the expedited enforcement of a valid arbitration agreement and award in the territory of another contracting state.[7]

Arbitration, as a method of resolving disputes, entails the selection of arbitrators who function as judges in the disputes presented for adjudication. Unlike the court-based system, the distinguishing factor lies in the parties themselves selecting the adjudicators.[8] This approach offers an advantage as it allows for the choice of arbitrators based on their expertise, familiarity with applicable laws, understanding of business practices, industry norms, customs, and the preservation of commercial relationships. This selection process enhances the potential for a more effective and efficient resolution of disputes.[9] Intellectual property disputes often involve highly technical and complex issues, necessitating adjudicators with a definitive background and knowledge of intellectual property. This understanding is crucial for grasping the intricacies of underlying intellectual property, such as plant varieties or computer software. Having adjudicators with industry-specific knowledge substantially reduces the time and cost associated with educating a judge about the intellectual property in question. An informed understanding of the industry and its practices contributes to a swifter, less costly, and more efficient dispute resolution process.[10]

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[6] Gary B Born, International Commercial Arbitration, Vol I, Wolters Kluwer, 2009, page 90.

[7] Status of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 1958) http://www.uncitral.org/uncitral/en/uncitral_texts/arbitration/NYConvention_status.html. Other relevant international instruments include the Geneva Convention on The Execution of Foreign Arbitral Awards 1927 and Geneva Protocol on Arbitration Clauses 1923.

[8] Gregg A Paradise, Arbitration of Patent Infringement Disputes: Encouraging the Use of Arbitration through Evidence Rules Reform, 64 Fordham L Rev. 247 (1995), pages 261-265. Robert H. Mnookin, Alternative Dispute Resolution, page 2 http://www.law.harvard.edu/programs/olin_center/papers/pdf/232.pdf.

[9] David A Allgeyer, In Search of Lower Cost Resolution: Using Arbitration to Resolve Patent Disputes, Conflict Management Newsletter, Vol 12.No.1, 2007, pg 9-12. Blackman and Mcneill, Alternative Dispute Resolution in Commercial Intellectual Property Disputes, 47 The American University Law Review 1709 (1998), page 1717.

[10] See 2015 International Arbitration Survey, Improvements and Innovations in International Arbitration, Queen Mary and PwC, available at http://www.arbitration.qmul.ac.uk/docs/164761.pdf. See also Peter L Michaelson, Patent Arbitration: It still makes good sense, Landslide, Vol 7, No.6, 2015, page 3-7. Kenneth R Adamo, Overview of Intellectual Arbitration in the Intellectual Property Context, 2 Global Bus L. Rev. 7 (2011), 13.

Arbitration, as a procedural method, allows for the adoption of a flexible setup, including customizable rules, active case management in institutional arbitration, selection of a favorable governing law, high confidentiality, flexibility of remedy, limited review, finality, and expedited enforceability of awards. These advantages make arbitration a preferred solution, especially in international disputes.[11]

However, it is important to note that arbitration doesn't excel in every aspect compared to a court-based adjudication system. Arbitrators lack the broad authority typically enjoyed by courts and, as a result, lack jurisdiction over non-consenting parties. Moreover, international commercial arbitration is not necessarily a more cost-effective option.[12] It also lacks a well-defined quality control mechanism comparable to that seen in courts, leading to potential concerns about the quality of adjudication. Procedurally, arbitration may face challenges such as increased judicialization, limited or no discovery, restricted access to information, and a lack of predictability of outcomes.

CHAPTER II

ARBITRABILITY IN INDIA - INDIAN APPROACH TO ARBITRATING IP DISPUTES.

In the context of India, the scope of arbitrability is considered within the broader framework of public policy, aligning with the UNCITRAL Model Law of 1985, outlined in a distinct provision under §34.2.b.i. This provision outlines ex officio grounds, empowering the court to examine an arbitral award, even if these grounds haven't been explicitly raised by the challenging party. According to §34.2.b.i, an award becomes null and void when the subject matter of the dispute is not amenable to resolution through arbitration under the prevailing laws in India. Although the term "subject matter" lacks a precise definition, it is generally interpreted to include the right in property, encompassing a cause of action and the relief sought.[13]

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[11] 2013 International Arbitration Survey, Corporate Choices in International Arbitration: Industry Perspectives, available at http://www.arbitration.qmul.ac.uk/docs/123282.pdf.

[12] Blake, Browne and Sime, A Practical Approach to Alternative Dispute Resolution, 4th ed, OUP 2016, pages 63- 64. In fairness, practitioners understand that arbitration costs are determined by how extensive the arbitration process is. Extent of arbitration process, and consequently the associated cost, is contingent on party autonomy.
Peter Michaelson, Demystifying Commercial Arbitration: IT's much better than you think!, New Jersey Law Journal, 2014, page 2.

[13] Indu Malhotra, OP Malhotra's The Law and Practice of Arbitration and Conciliation, 3rd ed., Thomson Reuters, 2014, page 1317.

In the Indian context, the relevant laws are the lex specialis and the 1996 Act. The latter doesn't provide an exhaustive list of matters deemed inarbitrable, deferring to other statutes to exclude certain disputes from arbitration. Consequently, if the lex specialis designates a matter as inarbitrable, the 1996 Act yields, treating it as beyond the scope of arbitration.[14] In cases where the lex specialis is silent on arbitrability, one turns to the 1996 Act for guidance. Notably, the arbitration law in India identifies certain matters as inarbitrable. For instance, in international commercial arbitration, a matter unrelated to a specifically defined legal relationship is considered inarbitrable. Additionally, this legal relationship must be deemed commercial under the laws of India.[15] This distinction doesn't mirror a division between contractual and non-contractual relationships; rather, a defined legal relationship and commerciality serve as threshold requirements.

The landscape of Intellectual Property Rights (IPR) has undergone significant transformations due to the Trade-Related Aspects of Intellectual Property Rights (TRIPS) and Section 89 of the Civil Procedure Code. This section grants courts the discretion to permit arbitration, mediation, and conciliation for dispute resolution outside the traditional courtroom setting. Notably, neither Section 134 of the Trademarks Act, 1999, nor Section 62 of the Copyright Act, 1957, prohibits the submission of intellectual property rights issues to arbitration. The criteria established in the Booz Allen Case have been expanded upon in subsequent cases and are the guiding principles in India for determining the arbitrability of a subject matter.

In India, the arbitrability of substantive IP law claims is unclear, and the use of arbitration to resolve intellectual property disputes was not initially envisioned when the Arbitration and Conciliation Act of 1996 was enacted. Despite the enactment of the 1996 Act and other IP Acts, there is no explicit guidance on the enforceability of arbitral awards containing findings on IP validity or infringement. Section 103 of the Patents Act provides an exception, allowing the court to refer issues, including patent validity, to arbitration in cases involving government use of a patented innovation. However, Indian courts have not yet addressed the inherent arbitrability of substantive intellectual property law. The Arbitration and Conciliation Act of 1996 lacks a suitable framework for arbitration and does not actively promote its use as a viable option for intellectual property disputes. The Act has various

[14] §2.3 of the Arbitration and Conciliation Act 1996.§2.3 -This Part shall not affect any other law for the time being in force by virtue of which certain disputes may not be submitted to arbitration.
[15] §2.1.f - "international commercial arbitration" means an arbitration relating to disputes arising out of legal relationships, whether contractual or not, considered as commercial under the law in force in India…"

shortcomings, such as delays arising when the intellectual property owner obtains exclusive commercial usage rights for a predetermined period. Consequently, a more efficient dispute resolution mechanism is needed to address IP conflicts promptly. Arbitration, seen as a potentially expedient option, was made mandatory in India to alleviate the burden on the judicial system and accelerate the resolution of legal disputes among businesses. However, it has not successfully achieved its intended purpose, as the process takes longer than anticipated.

Ejection Based on *Right in Rem*

In essence, any civil or commercial disputes that are within the jurisdiction of a court can also be adjudicated by an arbitral tribunal. In a landmark case, *Booz Allen Hamilton Inc. v. SBI Home Finance Ltd & Others*[16] (Booz Allen), the Supreme Court of India provided insights into the concept of arbitrability in Indian arbitration law. It emphasized that the interpretation of arbitrability varies based on different contexts and outlined three key considerations:[17]

a. Whether the disputes, based on their nature, exclusively belong to public fora (courts) or can be resolved through a private forum?

b. Whether the disputes fall under an arbitration agreement or if the parties have explicitly excluded them from the agreement?

c. Whether the parties have opted for arbitration to resolve the disputes?

Expanding on this, the court stated that when a matter involves an action in rem, it becomes a question of public policy to have such matters adjudicated in public fora. A judgment concerning a *right in rem*[18] operates universally and cannot be handled by an arbitral tribunal, as it lacks the authority to bind non-parties. Consequently, the court maintained that disputes

[16] (2011) 5 SCC 532

[17] *Booz Allen Hamilton Inc. v. SBI Home Finance Ltd & Othrs*, Paragraph 21. The court noted the following examples of disputes which were considered to be non arbitrable – (i) Disputes relating to rights and liabilities which give rise to or arise out of criminal offences; (ii) Matrimonial disputes relating to divorce, judicial separation, restitution of conjugal rights and child custody; (iii) Matters of guardianship; (iv) Insolvency and winding up; (v) Testamentary matters, such as the grant of probate, letters of administration and succession certificates; and (vi) Eviction or tenancy matters governed by special statutes where a tenant enjoys special protection against eviction and specific courts are conferred with the exclusive jurisdiction to deal with the dispute. A seventh category of dispute namely disputes relating to trusts, trustees and beneficiaries arising out of a trust deed and the Trust Act, was added to the list by Vimal Kishore Shah v. Jayesh Dinesh Shah AIR 2016 SC 3889.

[18] A *right in rem* is understood as a right that is exercisable against the world at large, as against a *right in personam* that operated against specific individuals. So an action in rem would be one that would involve determination of rights of an entity against the world at large ie against anyone claiming an interest in that property, while an action in personam would refer to actions determining rights and interests of parties *interse*.

related to rights operating *in personam* could be settled through arbitration, while those involving *in rem* rights must be adjudicated by public tribunals. However, the court clarified that this rule is not absolute, recognizing that *in personam* rights stemming from rights *in rem* are arbitrable.[19] The court also acknowledged the remedy or relief theory, stating that if the remedies sought have an in rem effect, private fora cannot grant them, making such matters non-arbitrable.[20]

Ejection Based on Forum Exercising Special Powers

An argument frequently presented asserts that a specific matter cannot be referred to arbitration because it falls under the exclusive jurisdiction of a particular public tribunal, excluding all other civil courts.[21]

Critics, however, aim to emphasize a subtle distinction. The counterargument suggests that the jurisdiction has been granted to a specific court or public tribunal to the exclusion of other public tribunals but not private forums like arbitral tribunals. Essentially, even when matters are exclusively within the jurisdiction of a specific public tribunal, they could still be referred to arbitration, according to this argument.

The Delhi High Court addressed this precise question in the case of *HDFC Bank Ltd v. Satpal Singh Bakshi*,[22] which involved debt recovery and the potential override of the Recovery of Debts Due to Banks and Financial Institutions Act 1993 by the Arbitration and Conciliation Act 1996. An argument was presented that, given the exclusive jurisdiction vested in debt recovery tribunals for debt recovery matters, even if parties had an arbitration agreement, the matter could not be referred to arbitration.

The Delhi High Court took a unique approach by making a nuanced distinction. It categorized special tribunals into two types: (a) those merely replacing civil courts as fora without additional powers, and (b) those established by an enactment with special powers beyond those of ordinary courts. The court argued that exclusion only occurs in the second instance because arbitration serves as an alternative to ordinary civil courts, whereas special tribunals in the first instance merely replace ordinary courts without additional powers. Therefore, arbitration is a legitimate alternative in such cases. However, in obligations special

[19] *Booz Allen Hamilton Inc. v. SBI Home Finance Ltd & Othrs* para 23.
[20] *Booz Allen Hamilton Inc. v. SBI Home Finance Ltd & Othrs*, para 25 quoting from Russell on Arbitration (22nd ed, 2007) pg 28. See also Donde et al, Arbitrability of intellectual property disputes: Setting the scene, http://www.youngicca-blog.com/arbitrability-of-intellectual-property-disputes-setting-the-scene/
[21] This also forms one of the arguments for suggesting inarbitrability of an IP disputes.
[22] 193 (2012) DLT 203

tribunals possess unique powers not vested in ordinary civil courts, arbitration is not an alternative because it cannot exercise those special powers.[23] In essence, if a particular enactment establishes special rights and obligations, and vests a tribunal with special powers to protect or enforce them, such a setup cannot be replaced by arbitration. This is because such rights cannot be enforced through ordinary civil courts but require tribunals with specific and special powers. It's worth noting that the apex court may not entirely endorse this distinction. In *A Ayysamy v. A Paramasivam & Others*,[24] the Supreme Court observed that if the jurisdiction of an ordinary civil court is excluded by granting exclusive jurisdiction to a specified court or tribunal, then, as a matter of public policy, such a dispute cannot be arbitrated.[25] The Supreme Court does not require an investigation into whether special powers have been vested or if the special tribunal can grant relief that an ordinary court could not.

IP Dispute Resolution Under Arbitration In INDIA

In India, disputes involving intellectual property are generally considered non-arbitrable, although this is not an absolute rule. Intellectual property transactions often occur within commercial contexts, such as sales and assignments, typically governed by contracts that may include arbitration agreements. Disputes arising from or related to these contracts are usually subject to arbitration and align with the *Booz Allen* rules, being in personam disputes amenable to arbitration.

In the case of *EROS International Media Limited v. Telemax Links India Private Ltd.*,[26] concerning copyright infringement, the defendant argued against arbitration, citing inarbitrability due to the intellectual property nature of the disputes. The defendant contended that only a civil court, not an arbitrator, could provide a remedy for the violation of a right in rem.

The court clarified that there is no absolute principle declaring all intellectual property disputes as non-arbitrable. It emphasized that the specific case stemmed from a contract, and even though it involved copyright infringement, the dispute arose from the contractual

[23] *HDFC Bank Limited v. Satpal Singh Bakshi* (2013) ILR 1 Delhi 583, paras 12 and 13. Interestingly, in responding to this question the Supreme Court, in *Booz Allen Hamilton Inc. v. SBI Home Finance Ltd & Othrs*, had held that the arbitration agreement would not be enforced. In other words when faced with a matter subject to exclusive jurisdiction of a tribunal, that matter even in the presence of an arbitration agreement between the parties could not be referred to arbitration.

[24] AIR 2016 SC 4675

[25] Para 32. Concurring opinion of Justice DY Chandrachud.

[26] Notice of Motion no. 886 of 2013 in Suit no. 331 of 2013 (MANU/MH/0536/2016). See also Shamnad Basheer, Apocalyptic Arbitration of IP Disputes?, https://spicyip.com/2016/04/18085.html

relationship, addressing an in personam right. The court concluded that even when rights in rem are the focal point, disputes related to them under or in connection with a contract can be arbitrated if a valid arbitration agreement exists between the parties.[27] A similar stance was taken in the matter of *Suresh Dhanuka v. Sunita Mohapatra*[28], involving trademark infringement, where the apex court had no objection to arbitration as the matter fell under the deed of assignment.

These cases underscore the understanding that when intellectual property rights are governed by a contractual agreement, disputes arising from such contractual relations are arbitrable. However, potential challenges may arise in the context of defences raised in an infringement suit, particularly if issues of ownership or validity are contested. Resolving questions of ownership or validity may have in rem implications, which only a court or a specialized authority with specific powers can handle. Arbitral tribunals lack the capacity to adjudicate on such matters, making disputes involving these issues non-arbitrable. This creates a delicate balance, considering the need to respect arbitration agreements while recognizing the inherent limitations of arbitral tribunals in certain intellectual property matters

CONCLUSION

A clear distinction is established between intellectual property instances that necessitate State action, such as registration for patents and trademarks, and those types that don't require registration. Similarly, a clear differentiation is made between purely contractual disputes where validity or ownership is not a contested issue and other scenarios. Further delineation is based on whether the dispute involves adjudication on the validity or ownership of the relevant intellectual property.

Upon initial examination, Indian statutory and case laws might give the impression of a broad non-arbitrability stance on intellectual property disputes, partly due to the adoption of rights in rem and relief theories. However, the courts have acknowledged that ancillary in personam disputes arising from in personam rights are arbitrable.

Existing literature also indicates that the question of privately resolving intellectual property disputes has mainly been addressed within the arbitration law framework rather than in the intellectual property rights domain. The National Intellectual Property Rights Policy 2016, while listing the strengthening of enforcement and adjudicatory mechanisms as a mission

[27] This is an affirmation of *Booz Allen Hamilton Inc. v. SBI Home Finance Ltd & Othrs* dictum.
[28] AIR 2012 SC 892

statement objective, vaguely suggests exploring alternative dispute resolution methods.[29] There is minimal discussion on the arbitrability of disputes related to intellectual property rights. Internationally, while the implications of arbitrating intellectual property disputes have been extensively discussed, India lags behind in addressing this question either through statutory means or a national policy. Consequently, the courts are tasked with determining and, in some cases, constructing the policy.

Despite significant progress in crystallizing the intellectual property regime, a persistent gap remains in providing an effective, decentralized, and equally or more competent method of dispute resolution. The effectiveness of rights is heavily contingent on the adequacy of remedies provided for enforcement. Failure to address this gap significantly weakens the efficacy of such rights. It is high time to initiate discussions on this crucial gap within the broader intellectual property rights protection framework.

[29] National Intellectual Property Rights Policy 2016, Objective 6, page 2 http://dipp.nic.in/English/Schemes/Intellectual_Property_Rights/National_IPR_Policy_08.08.2016.pdf. Objective 6.10.3. Promoting ADRs in the resolution of IP cases by strengthening mediation and conciliation centres, and developing ADR capabilities and skills in the field of IP.