

FOR EDUCATIONAL USE ONLY

**Tente Rollen Co., Ltd et al. v. Polomer Form Co., Ltd et al.****>>Country/Court**

Thailand / J.IP&amp;IT.

**>>Case No.**

No.122/2004

**>>Decision Date**

November 17, 2004

**>>Parties**

Plaintiff: 1. Tente Rollen Co., Ltd.  
2. Thimeng Luklore (Bangkok) Co., Ltd.

Defendants: 1. Polomer Form Co., Ltd  
2. C. L. Wheel Coperation Co., Ltd.

**>>fact**

The plaintiffs claimed he was a creator of wheels for a supermarket pushcart as series numbers 2875 ZJP 125 P 30 and 2875 ZIP 125 P 30 which had been created, developed, and invented by the first plaintiff located in Germany. These wheels can be used with the pushcarts for beauty and special technics, called " Beauty & Special". The first plaintiff initiated the idea to create and to invent the wheels by means of drawing a picture of the proposed wheels, setting a ratio of convex to concave angles, selecting a variety of colours for the purpose of beauty so that when the wheels were attached to the pushcart they produced an attractive model plus an additional feature of a special lock for the wheels when used on a slope.

The first plaintiff's work was very popular worldwide. In 1999, the said wheels of the first plaintiff were imported into Thailand by the second plaintiff. In a short time the goods mentioned were very popular with department stores. Both plaintiffs had planned to sell more than 80,000 wheels a year in Thailand intending to make a profit on each of 100 Baht. However, in the year of 2000, the second plaintiff was unable to sell the wheels according to the plan. The plaintiff found that the two defendants had copied the shape and design of the first plaintiff's wheel. The plaintiff claimed that the defendants' wheels were the same as the wheels of the first plaintiff in their geometry of convex ,concave angles, and their colouring, and also the good features and function of the wheels of both parties were the same. The two defendants argued that two plaintiffs had no right to claim as the wheels invented wheels as series numbers 2875 ZJP 125 P 30 and 2875 ZIP 125 P 30 had not been designed by the first plaintiff. The first plaintiff's wheels were not copyrightable. The two defendants had never copied the design of the first plaintiff's wheels.

**>>Issue**

Was the first plaintiff the owner or the inventor or the creator of the wheels of series numbers 2875 ZJP 125 P 30 and 2875 ZIP 125 P 30?

Were the first plaintiff's wheels protected by the Patent Act or Copyright Act?

**>>Holding and Decision**

### Ruling

The Central Intellectual Property and International Trade Court ordered in favour of the two defendants. The Court dismissed the claims of both plaintiffs. The two defendants were also ordered to pay the fees of the court. The lawyer's fees were fixed at 50,000 Baht each.

### Opinion

The Court found that the first plaintiff who was in the business of wheels had been the owner, creator and designer for a variety of types of wheels for a long time, including the series numbers 2875 ZJP 125 P 30 and 2875 ZIP 125 P 30. The Court also found that the first plaintiff had submitted the evidence in artistic terms for the characteristics of the wheels.

In general, wheels were an invention that had been created hundreds of years ago and had been developed and improved continuously over that period of time adapting to the environment of their use, but their basic function had never changed. That is, the wheels were rolling equipment to move things from one place to another, and they must be connected to other parts of a vehicle to serve this purpose. The wheel could not solely be useful by itself. Furthermore, all kinds of wheel had the same geometry that of a circle. The differences were in the way of the scale or dimension. These characters of difference were the main point of the differences between wheels. The wheel could not solely be a work of art in itself. The claim of unique beauty and elegance of their wheels raised by two plaintiffs was not clear. Accordingly the first plaintiff's wheels were not copyrightable, and not patentable.

### >>Editor's Analysis

### >>Others

Summarized and Translated by V.S.  
Edited by Richard Plummer

FOR EDUCATIONAL USE ONLY

**Bangkok Guide Limited Partnership v The Starduck Media Co., Ltd. et al****>>Country/Court**

Thailand / J.IP&amp;IT.

**>>Case No.**

No.184/2004

**>>Decision Date**

January 23, 2004

**>>Parties**

Plaintiff: Bangkok Guide Limited Partnership

Defendants: 1. The Starduck Media Co., Ltd.

2. Surasak Samartrakulchai
3. Daongdao Samartrakulchai

**>>fact**

The plaintiff brought a criminal prosecution against the defendants, stating that he the plaintiff was the copyright owner of a detailed book of road maps of Bangkok. These maps also gave details of alleys, byroads, roads, short cuts, and klongs in and around Bangkok. The maps had been made by the plaintiff's partner and then given to the plaintiff.

The plaintiff claimed that the defendants had jointly reproduced and adapted most of the plaintiff's works which they had published in a book, called "WWW.map.2000 th.com" which also included advertisements. This book was sold in the market, for 70 Baht., without the plaintiff's consent.

The plaintiff requested the Court to punish the defendants according to the Copyright Act B.E. 2537 Section 27(\*1) , 31(\*2) , 3, 69(\*3) , 70(\*4) , 74(\*5) , 75, 76 and also requested disbursement of half of the fine paid in accordance with the judgment.

The defendants claimed, in their defence, that their book of maps ("WWW.map.2000 th.com") was published for the purpose of specifying the location of the insurance companies, garage, police stations and hospitals along with their relevant telephone numbers, and insisted that the maps in their book were not the same as the plaintiff's maps, as they were not intended to be a detailed maps of Bangkok.

As evidence the plaintiff stated that the defendant's book of maps reproduced the same errors, some accidental and some deliberate, as existed in the plaintiff's book of maps. For example, the maps of the plaintiff had incorrect information as to the location of a police station, motorways, alleys, road names, the name of a hospital, the number of an alley, and the location of a kindergarten, all of which were reproduced in the defendants' maps. The same incorrect information was in both maps. The plaintiff's map been made and published before that of the defendant's and it should be concluded that the plaintiff's map had been copied.

\*1) Section 27. Any of the following acts against a copyright work by virtue of this Act without authorization in accordance with Section 15(5) is deemed an infringement of copyright:

- (1) reproduction or adaptation;
- (2) communication to public

\*2) Section 31. Any person who knows or should have known that a work is made by infringing the copyright

of another person and commits any of the following acts against the work for profit is deemed to infringe the copyright:

- (1) selling, occupying for sale, offering for sale, letting for hire, offering for letting for hire, selling by hire purchase or offering for hire purchase;
- (2) communication to public;
- (3) distribution in the manner which may affect prejudicially the owner of copyright;
- (4) self-importation or importation by order into the Kingdom.

\*3) Section 69. Any person who infringes the copyright or the performer's rights according to Section 27, Section 28, Section 29, Section 30 or Section 52 shall be liable to a fine from twenty thousand Baht up to two hundred thousand Baht.

If the offence in paragraph one is committed with commercial purposes, the offender shall be liable to imprisonment for a term from six months up to four years or to a fine from one hundred thousand Baht up to eight hundred thousand Baht, or to both.

\*4) Section 70. Any person who commits a copyright infringement according to Section 31 shall be liable to a fine from ten thousand Baht up to one hundred thousand Baht.

If the offence in paragraph one is committed with commercial purposes, the offender shall be liable to imprisonment for a term from three months up to two years or to a fine from fifty thousand Baht up to four hundred thousand Baht, or to both.

\*5) Section 74. In case a juristic person commits an offence pursuant to this Act, it shall be deemed that all directors or managers of the juristic person are joint offenders with the juristic person, unless they can prove that the offence committed by the juristic person is beyond their knowledge or consent

### >>Issue

Whether the defendants are guilty according to the Copyright Act B.E.?

### >>Holding and Decision

Ruling

The Central Intellectual Property and International trade Court found the defendants were not guilty. The case was dismissed.

Opinion

The Court ruled that the defendants had copied the plaintiff's work and then sold their work in a market without the plaintiff's consent. However, the Court also found that the plaintiff had produced no evidence to show that the defendants copied or reproduced correct information from the plaintiff's map. The plaintiff had not even demonstrated to the Court that any of their correct and therefore copyrightable work had been copied by the defendants. The Court noted that the only evidence presented to the Court as testified by the plaintiff's witnesses was that incorrect information had been copied from the plaintiff's map. The plaintiff had only proved that the defendants had copied and reproduced incorrect information. The incorrect information that the defendants had copied and published was not protected by the copyright law. A map was useless if the information in it was wrong, and even though most parts of the plaintiff's map had correct information, the plaintiff had never proved that the defendants copied this correct information.

**>>Editor's Analysis****>>Others**

Summarized and Translated by V.S. Edited by Richard Plummer

FOR EDUCATIONAL USE ONLY

## Public Prosecutor v. Ngamjit Somsakraksanti

### >>Country/Court

Thailand / J.S.C.

### >>Case No.

No.2000/2000

### >>Decision Date

April 25, 2000

### >>Parties

Plaintiff: the Public Prosecutor, Office of Attorney - General

Defendant: Ngamjit Somsakraksanti

### >>fact

The Defendant was charged with the copyright infringement of the artistic work "Winnie the Pooh" which belongs to Disney Enterprises, Inc. Such work is legally protected by the Copyright Act B.E. 2537, section 31(\*1) and 70(\*2). The Supreme Court dismissed the case.

According to the investigation of Disney Enterprises, Inc. (the injured party), the copyright infringement occurred in the defendant's shop. As a result, an agent of the injured party requested a search warrant from the Central Intellectual Property and International Trade Court in order to search the defendant's shop.

Consequently, it was found that there were about 1,000,000 balloons ready for sale which came in different colors and designs. Of the total amount, about 4,435 balloons had the lithography of Winnie the Pooh on them. Someone not licensed by Disney Enterprises, Inc, had manufactured the aforementioned balloons. Therefore, the Winnie the Pooh lithography on the balloons infringed the copyright work.

The defendant was charged the international copyright infringement of artistic work by selling and offering for sale balloons with the aforementioned lithography, Winnie the Pooh, which belongs to Disney Enterprises, Inc. The defendant knew that such Winnie the Pooh lithography was under copyright protection.

In the court trial, the defendant denied the charge and proved that all the balloons in her shop were bought from another supplier and that she had not produced those balloons. When she had bought them, she considered the quality in terms of color, material and shape. She had never considered the lithography on them because balloons could be sold without lithography. The defendant also alleged that the packs containing the balloons were displayed by color rather than the lithography on them. The defendant pleaded that she did not know that the lithography on the balloons were copyrighted.

\*1)Copyright Act 2537 (1994) section 31: Whoever knows or should have known that work is made by infringing the copyright of another person and commits any of the following acts against the work for profit shall be deemed to infringe the copyright:

(1) selling, occupying for sale, offering for sale, letting, offering for lease, selling by hire purchase or offering for hire purchase,

\*2)section 70: Whoever commits a copyright infringement according to section 31 shall be inflicted with a fine from ten thousand Baht up to one hundred thousand Bath.

If the offence in paragraph one is committed with the commercial purpose, the offender shall be inflicted with imprisonment for a term from three months up to two years or a fine from fifty thousand Baht up to four hundred thousand Baht or both imprisonment and fine.

**>>Issue**

Whether the defendant knew that the lithography on the balloons were copyrighted? If she had known, she would be guilty.

**>>Holding and Decision**

[Ruling]

The Central Intellectual Property and International Trade Court dismissed the case.  
The Supreme Court affirmed.

[Opinion]

The Supreme Court was of the opinion that the injured party's Winnie the Pooh lithography was artistic work, which was a creative idea inspired by the natural environment. Once human beings viewed natural things, such as a bear, they were able to create ideas of artistic work in different ways. When the ideas of a cartoon were created from the same natural animal, the artistic works might be different or similar without being copied or reproduced. The Copyright Act B.E. 2537, section 6 paragraph 2(\*3) does not protect an idea. The creative idea of a cartoon inspired by the beauty of natural animals was not protected. Otherwise, the idea could be monopolized. Then, nobody could create cartoons from the same natural animals. The Copyright Act only protects the expression of idea.

The fact was that the defendant fully cooperated with the policemen during the search. The Winnie the Pooh lithography that appeared on the balloons was similar to those of the injured party. Yet only 4,435 out of 1,000,000 balloons had the Winnie the Pooh lithography, which was a very small amount. Some packs of balloons had the Winnie the Pooh lithography, while others did not. Besides, some balloons were still in bags that were not ready for sale. The prosecution could not prove that the Winnie the Pooh lithography on the balloons were copied or reproduced from the injured party's work. The prosecution's evidence could not prove that the defendant knew or had reasonably known that the lithography infringed the copyright of the injured party's work. Thus the defendant's act did not violate the Copyright Act B.E. 2537, section 31 and section 70 paragraph 2.

\*3)Section 6 paragraph 2: Copyright protection shall not extend to ideas or procedures, processes or systems or methods of use or operation or concept, principles, discoveries or scientific or mathematical theories.

**>>Editor's Analysis**

**>>Others**

"Summarized and Translated by Kornkanya Suvanpanich  
Edited by Stephen Lorriman"

FOR EDUCATIONAL USE ONLY

## Public Prosecutor v. Ganokchai Petchdawong

### >>Country/Court

Thailand / J.S.C.

### >>Case No.

No.5843/2000

### >>Decision Date

September 18, 2000

### >>Parties

Public prosecutor : Public Prosecutor, Office of the Attorney General

Joint prosecutors :

- (1) Prentice Hall, Inc.,
- (2) The Mcgraw ? Hill Companies, Inc.,
- (3) International Thomson Publishing, Inc.

Defendant : Ganokchai Petchdawong

### >>fact

Prentice Hall, Inc. , the first joint prosecutor, was the copyright owner of the books entitled " Marketing Management" and "Environmental Science". The Mcgraw ? Hill Companies, Inc., the second joint prosecutor, was the copyright owner of the books entitled " Marketing" and "Organizational Behavior". Meanwhile, International Thomson Publishing, Inc., the third joint prosecutor, was the copyright owner of the book entitled " Production and Operations Management". All five books were works copyrighted under U.S. law. In addition, both U.S.A. and Thailand were members of the Berne Convention for the protection of Literary and Artistic Works . The prosecutor alleged that the defendant infringed the joint prosecutors' copyright when the defendant, who had provided the service of photocopying and binding books, copied excerpts from books, whose rights were held by the joint prosecutors, and produced 43 packs of compiled excerpts , without any permission. The defendant argued that those five books wr educational purposes by the nearby university, and the reproductions were made on the requests of students who had themselves brought original books to the defendant.

### >>Issue

The issue was whether the defendant's copying was the copyright infringement for profit without any grounds for exemption from the infringement of copyright.

### >>Holding and Decision

[Ruling]

The Central Intellectual Property and International Trade Court dismissed the case. The three joint prosecutors appealed.

The Supreme Court reversed the judgment.

[Opinion]

- (1) The defendant reproduced many packs of the three joint prosecutors' copyright works by photocopying and

storing them in his shop, located near the Assumption University which used the books of the three joint prosecutors for educational purposes. Accordingly, the defendant had a convenient opportunity to sell the copied documents to the students. Furthermore, when the defendant was arrested by the police and during the inquiry, later in the same day, by the inquiry official, the defendant twice confessed that he had infringed the copyright of another party by selling, offering for sale, or occupying for sale. Consequently, the court found that the defendant had reproduced the copyrighted works of the three joint prosecutors by photocopying 43 packs of documents for selling, offering for sale, or occupying for sale. The defendant had infringed upon copyright laws for commercial purposes and personal profit from selling the copies he, himself, had produced. Such an act was not a transaction requested by students who needed the copies for research or study of the work. The defendant's act did not qualify as being exempt from the infringement of copyright, provided by section 32 (1) of the Copyright Act, B.E. 2537 (1994).

(2) The defendant could have denied the allegation at the time of arrest or during questioning and could have provided evidence of alleged transactions, if any, to the police and the inquiry official. The defendant, however, did not do so, and, instead, he confessed whilst under arrest and questioning. The presentation of proof of transaction after the defendant was charged before the court was suspicious, and the content of such a document did not show clearly whether it had been the result of a student's request. Moreover, the defendant could not bring any such person, who had hired the defendant for photocopying, to testify before the court. The defendant's evidence failed to rebut the prosecutor and the joint prosecutors' evidence.

#### >>Editor's Analysis

#### >>Others

"Summarized and Translated by 1301  
Edited by Stephen Lorrinan"

FOR EDUCATIONAL USE ONLY

**The Bangchak Petrochemical Public Co. Ltd., v Jantarawadee Co. Ltd.,****>>Country/Court**

Thailand / J.S.C.

**>>Case No.**

No.2121/2001

**>>Decision Date**

March 3, 2001

**>>Parties**

Plaintiff: The Bangchak Petrochemical Public Co. Ltd.,

Defendant: Jantarawadee Co. Ltd.,

**>>fact**

The trademark (a leaf) in respect of all fuel products belonging to the plaintiff had been registered at the Trademark Registrar. On Jan 6, 2537(1994) a land rental agreement was made for the plaintiff's petrol station. Under the trademark license agreement, the defendant, as a licensee, had been licensed to operate the petrol station on the land under the plaintiff's trademark for 20 years. The plaintiff also subsidized the defendant in terms of the trademark signs and devices to a cost of 1,700,000 baht. In return, all oil products for the petrol station would be bought solely from the plaintiff as supplier to an amount of not less than 120,000 litres per month. On April 27, 2538(1996), the defendant paid back the plaintiff's capital investment and the agreement was modified. The volumes of oil per month and oil prices were changed. Except for the highway sign, the ownership of the devices and trademark signs in the petrol station were transferred to the defendant. However, the plaintiff lent the defendant the highway sign for the rest of the agreement. Furthermore, the defendant borrowed an arrow sign with the trademark to indicate the petrol station's entrance and exit. In June 2542(1998), the trademark license agreement, land rental agreement and properties loan agreement were cancelled. The defendant could no longer operate the petrol station under the plaintiff's trademark. The highway sign and plaintiff's property were returned and all the plaintiff's trademark signs and devices belonging to the defendant displaying the name 'Bangchak' and Bangchak's trademark were covered by clothes. But in November 2541(1998) the defendant uncovered the plaintiff's name and trademark sign and sold oil products from an unknown origin and quality for higher prices than had been previously stipulated by the plaintiff. Accordingly, the plaintiff's goodwill was damaged. The plaintiff requested the court to set compensation for the damages based on the volume of oil products sold by the defendant totaling around 120,000 litres a month. The plaintiff claimed 960,000 baht based on a calculation of one baht per litre for 8 months as compensation for the loss of the plaintiff's goodwill with interest to be added at a rate of 7.5 percent per annum. The defendant argued that when the agreement was cancelled, the defendant continued to buy all oil products from the Four-Star Development Ltd., the plaintiff's agent. All the oil products sold in the petrol station were still the plaintiff's products. As a result, compensation for damages was not to be paid to the plaintiff. It was the Four-Star Development Ltd., not the defendant, who uncovered the name 'Bangchak' and the plaintiff's trademark signs.

**>>Issue**

Was the defendant's act detrimental to the plaintiff's goodwill and how much compensation should be paid to the

plaintiff?

### >>Holding and Decision

[Ruling]

The Central Intellectual Property and International Trade Court set the compensatory damages at 240,000 baht plus compound interest at the rate of 7.5 percent of that amount commencing July 8, 2542(1999) until the payment has been made. The Supreme Court upheld the decision.

[Opinion]

The Supreme Court reasoned as follows. From the proceedings, the directing manager herself testified that after the trademark license agreement had been cancelled, the defendant operated the petrol station and 90,000-120,000 litres of oil were sold per month on average. If the Four-Star Development Ltd., could not supply oil products it would buy oil from others. According to the trademark license agreement it had been stipulated that the defendant was to purchase oil solely from the plaintiff. Also the oil prices for buying and selling were fixed. These conditions were imposed due to the marketing benefits for the plaintiff. Therefore, the defendant's act of selling oil from unknown origins for a higher prices under the plaintiff's trademark, did not comply with the conditions stipulated in the license agreement. The activities carried out by the defendant constituted damage to the plaintiff's market system. It was an infringement as alleged in the plaint. Compensatory damages were awarded on the grounds that the defendant had bought fuel oils from Four-Star Development Ltd., the plaintiff's agent. The Supreme Court reasoned that it was beneficial for the defendant because, in this regard, the plaintiff lost less in damages. Furthermore it was calculated at only 25 satang(\*1) per litre. The Court awarded compensatory damages of 240,000 baht with interest based on the oil volume of 120,000 litres a month for 8 months to the plaintiff. The Supreme Court upheld the judgment of the Central Intellectual Property and International Trade Court.

\*1)100 satangs equal to 1 baht

### >>Editor's Analysis

### >>Others

Summarized and Translated by Saowalak Jullamon

Edited by Stephen Lorriman

FOR EDUCATIONAL USE ONLY

## **Takasago Korio Koyeo Kabushiki Kaisha V Chinta Trading (1971) Pharmaceutical Manufacturer Co, Ltd.**

### **>>Country/Court**

Thailand / J.S.C.

### **>>Case No.**

No.6121/2001

### **>>Decision Date**

August 3, 2001

### **>>Parties**

Plaintiff : Takasago Korio Koyeo Kabushiiki Kaisha

Defendant : Chinta Trading (1971) Medical Supplies Manufacturer Co, Ltd.

### **>>fact**

When the plaintiff, a Japanese limited company, applied for trademark registration in Thailand, the defendant filed a notice of opposition with the Registrar stating that the plaintiff's trademark was the same or similar to the defendant's already registered trademark covering goods of the same class. The Registrar refused to register the plaintiff's trademark. The plaintiff appealed the order of the Registrar at the Trademark Board. However, the trademark Board upheld the order of the Registrar.

### **>>Issue**

Whether the plaintiff's trademark was the same or similar enough to the defendant's registered trademark that the public might be confused or misled as to the proprietor or origin of the goods or not.

### **>>Holding and Decision**

#### **Ruling**

The Central Intellectual Property and International Trade Court held that the plaintiff's trademark was neither the same nor similar enough to the defendant's trademark that the public might be confused or misled as to the proprietor or origin of the goods.

The Intellectual Property and International Trade Division of the Supreme Court upheld the decision of the Central Intellectual Property and International Trade Court.

#### **Opinion**

Although the appearance of the plaintiff's and the defendant's trademark both featured quadrilateral figures, the number of the quadrilateral figures and the invented space between the figures were different. The plaintiff intentionally made the space form the letter "T" which was the first letter of its name but the space between the quadrilateral figures in the defendant's trademark had no special meaning. Moreover, the defendant often used the word "Chinta" together with its trademark so that sometimes the defendant's customers referred to the defendant's goods as "Chinta Pharmaceutical". The plaintiff's and the defendant's trademark were neither the

same nor similar in sound. The public could easily notice the differences between the two trademarks. The plaintiff and the defendant had different customers. In addition, the plaintiff had used and registered its trademark abroad before the defendant. Therefore, the plaintiff's trademark was neither the same nor similar enough to the defendant's already registered trademark that the public might be confused or misled as to the proprietor or origin of the goods.

### >>Editor's Analysis

### >>Others

Summarized and translated by Suvicha Nagavajara

Edited by Stephen Lorriman

FOR EDUCATIONAL USE ONLY

## **Bumrung Satung v.Kipling**

### **>>Country/Court**

Thailand / J.S.C.

### **>>Case No.**

No.8245/2001

### **>>Decision Date**

November 7, 2001

### **>>Parties**

Plaintiff: Bumrung Satung

Defendant: Kipling

### **>>fact**

The plaintiff sued and adduced evidence that the plaintiff had registered a trademark featuring a long tailed monkey and three stars on a black background with the word Kipling for use with the plaintiff's products. 'Kip' came from his father's name Kimlung, and 'ling' because he was born in the year of the monkey (the Thai word for monkey is 'ling'). The plaintiff asked for registration of such trademark but the Registrar refused its registration as it was identical and similar to the defendant's trademark, the plaintiff shall have right to such trademark in preference to the defendant. It was further argued that the defendant imported products to sell in Thailand which caused confusion and misled the public as to the origin of the goods. The defendant can't prevent or object to the registration of the plaintiff's trademark.

The defendant claimed and adduced evidence that the defendant is the rightful owner of the trademark Kipling with its design of a long tailed monkey and a star in circle, having filed an application for registration. The defendant invented word Kipling and the picture for use with the defendant's products of defendant which are used and recognized all over the world. It was argued by the defendant that the defendant held the rights to the trademark.

### **>>Issue**

Does the plaintiff have right over the trademark more than the defendant.

### **>>Holding and Decision**

#### **Ruling**

The Central Intellectual Property and International Trade Court held that the plaintiff was no more entitled to be the rights owner of the trademark than the defendant. The case was dismissed.

The Supreme Court confirmed the judgment of the Central Intellectual Property and International Trade Court.  
**Opinion**

The Supreme Court is of the opinion that the defendant invented the trademark and used it before the plaintiff. Even though the defendant sold the goods in Thailand after the plaintiff had registered the trademark in Thailand, this does not interfere with the right of the defendant to register the trademark as the defendant had used the trademark in question before the plaintiff. The plaintiff's trademark looked the same as the defendant's,

so from the circumstances it was deemed concluded that the plaintiff had invented the trademark by copying the defendant's trademark. Writings documents certify a renewal in registration from the Benelux Trademark Office has notary public and First Secretary of the Thailand Embassy of Brussels, Belgium certify and the writings of registration trademark from the International Trademark Organization, that evidence show that their have no question of power to register Trademark. The trademark registration documents registered trademark and the written witness statement of Mr. Andrew Walker were presented to the Court Although Mr.Walker couldn't attend court, the Court admitted the statement as Hearsay evidence in accordance with Rules for Intellectual Property and International Trade Cases B.E. 2540 by The Chief Judge of the Central Intellectual Property and International Trade Court section 31 and 37 and The Act for the Establishment of and Procedure for Intellectual Property and International Trade Count B.E. 2539 section 26 and 30.

**>>Editor's Analysis**

**>>Others**

Summarized and Translated by Plermchit Chularerk Edited by Stephen Lorriman