IN THE HEARINGS AND MEDIATION DEPARTMENT OF THE INTELLECTUAL PROPERTY OFFICE OF SINGAPORE

[2026] SGIPOS 5

Trade Mark No. 40202317332S

IN THE MATTER OF A TRADE MARK APPLICATION

IN THE NAME OF

ASWINS SWEETS & SNACKS PTE LTD

…Applicant

AND

AN OPPOSITION BY

ASWINS HOME SPECIAL

…Opponent

GROUNDS OF DECISION

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v
Aswins Sweets & Snacks Pte Ltd

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Principal Assistant Registrar Ong Sheng Li, Gabriel
11 February 2026

20 April 2026

Principal Assistant Registrar Ong Sheng Li, Gabriel:

Introduction

1 This is a trade mark opposition started by Aswins Home Special ("Opponent"). The Opponent is a manufacturer and seller of traditional Indian sweets and snacks based in Tamil Nadu, India. Established in 2004, its sweets and snacks have been imported and sold in Singapore since March 2021. The main signs used by the Opponent in Singapore in connection with its sweets and snacks are "ASWINS" and "aswins".

2 On 4 August 2023 (the "Relevant Date"), a Singapore incorporated company by the name of Aswins Sweets & Snacks Pte Ltd ("Applicant") filed to register the following trade mark[1] " 

" (Trade Mark

[1] In case it is not clear from the image, the words which appear directly underneath "ASWINS" in the Application Mark read: "Sweets & Snacks".

No. 40202317332S) ("Application Mark") in Classes 29 and 30 for the following goods (the "Claimed Goods"):

> Class 29
>
> Banana chips; Candied fruit snacks; Dried fruit-based snacks; Fruit based snack food; Fruit chips; Mango chips; Okra chips; Potato chips; Snack foods made principally from meat; Snack foods made principally from pre-cooked vegetables; Snack mixes consisting of dehydrated fruit and processed nuts; Snacks consisting primarily of meat, fish, poultry or vegetables; Sweet potato chips; Vegetable chips; Vegetable-based snack food.
>
> Class 30
>
> Biscuit mixes; Biscuits; Chocolate biscuits; Crackers; Filled biscuits; Fruit biscuits; Gluten-free biscuits; Non-medicated sweets; Sugar-free sweets; Sweet biscuits for human consumption; Sweets; Sweets [candy]; Toasts [biscuits].

3 The Opponent does not have any trade mark registration in Singapore which pre-dates the Application Mark. It relied on the following two grounds of opposition. First, passing off under s 8(7)(*a*) of the Trade Marks Act 1998 ("TMA"). Second, bad faith under s 7(6) TMA.

4 After due consideration, I have decided to allow the opposition on both grounds. My reasons are set out in full in the paragraphs that follow.

Background

Statutory declarations

5 The parties filed evidence by way of statutory declarations ("SD(s)"). Mr K.R.V. Ganesan, the Opponent's Managing Partner ("Mr Ganesan"), gave SD evidence ("Ganesan's SD") as well as SD evidence-in-reply ("Ganesan's SD in reply") on its behalf. Mr Natarajan Panneerselvam ("Mr

Panneerselvam"), a Director of the Applicant, gave SD evidence ("Panneerselvam's SD") on its behalf. Neither party applied for cross-examination.

The Opponent

6 The Opponent is an Indian partnership firm. A manufacturer of traditional Indian sweets and snacks since 2004, the Opponent employs around 2,200 employees. Its registered place of business is in Perambalur, a town and district in Tamil Nadu, India. The name "ASWINS" comes from the personal name of one of its partners: G. Aswin, who is Mr Ganesan's son.[2]

7 The primary signs which the Opponent uses in connection with its sweets and snacks are "ASWINS" and "aswins" (collectively the "Opponent's Signs"). The Opponent also operates the following website: https://aswinssweets.com, through which it showcases and sells its range of Indian sweets and snacks.

8 As far as Singapore is concerned, traditional Indian sweets and snacks originating from the Opponent (the "Opponent's Goods") which bear the Opponent's Signs have been sold in this country at least since March 2021. Examples of the Opponent's Goods include but not are not limited to the following: muruku, thattai, boondhi, potato chips, masala kadalai, and seedai.[3] The Opponent's Goods are imported and distributed by Selvist Global Pte Ltd ("SGPL"), a Singapore company which was appointed on 25 November 2020

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2 Ganesan's SD at [5]

3 Ganesan's SD at pp 14-24, 50-63, 66-69, 75-169. These are various types of Indian sweets and snacks.

as the Opponent's exclusive reseller in Singapore.[4] The goods imported by SGPL are sold to stores, restaurants, and e-commerce platforms for onward sale to the general public.[5]

9 As mentioned earlier, the Opponent does not have any trade mark that pre-dates the Application Mark. However, it does have the following later trade mark applications. (This fact does not strengthen the Opponent's case in respect of this opposition. It is only relevant insofar as it illustrates the goods and services which are of interest to the Opponent.)

(a) aswins (Trade Mark No. 40202325837S) filed on 23 November 2023 in Classes 29 [6] and 30 [7]; and

(b) aswins Veg Restaurant (Trade Mark No. 40202428367T) filed on 3 December 2024 in Class 43 [8].

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4 Ganesan's SD at [11]-[12].

5 Ganesan's SD at [11]-[13].

6 For the following goods: Candied nuts; Flavoured nuts; Nuts, prepared; Mixtures of fruit and nuts; Prepared snacks made principally from nuts; Snack mixes consisting of dehydrated fruit and processed nuts; Potato chips; Vegetable chips; Fruit chips; Cassava chips; Crisps.

7 For the following goods: Candies [sweets]; Sweets; Sugar-free sweets; Muruku [rice flour snack]; Rice flour; Spices in the form of powders; Indian sweets and snacks.

8 For the following services: Restaurant services; Hotel services; Canteen services; Café services; Cafeteria services; Self-service restaurant services; Food and drink catering; Services for providing food and drink.

The Applicant

10 The Applicant was incorporated on 20 July 2023. Not long afterwards (on 4 August 2023), it applied to register the Application Mark.

11 Mr Panneerselvam is sole director and shareholder of the Applicant. Mr Panneerselvam is also sole director and shareholder of various business vehicles which bear the name "ASWINS" including:[9] Aswins Traders (sole proprietorship registered on 20 June 2023), Aswins Mart Pte Ltd (incorporated 22 June 2023), Aswins Sweets & Snacks Pte Ltd (incorporated 20 July 2023), Aswins Home Special Pte Ltd (incorporated 16 January 2024), and Aswins Restaurant Pte Ltd (incorporated 25 May 2024).[10] Notably, all of these entities were registered after the Opponent's Goods were first made available in Singapore (as mentioned earlier: March 2021).

12 It was not clear from the Applicant's evidence that the Applicant—or indeed any of the "ASWINS" business entities linked to Mr Panneerselvam—had in fact conducted any actual trade. There was very little evidence led as to the business activities of these "ASWINS" businesses. The only relevant documents before me were: (a) an extract from the www.aswinsmart.org grocery mart website[11] (presumably for Aswins Mart Pte Ltd, not the Applicant) and (b) printouts from an Aspire FT Pte Ltd account[12] in the Applicant's name.

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9 Panneerselvam's SD at Exhibits C1 to C6.

10 Mr Panneerselvan also included the business profile of a company known as Aswins R Pte. Ltd. (formerly known as Aswins Renovation Pte. Ltd.) incorporated on 21 December 2022. However, its business activities (being "renovation contractors" and "freight transport by road") appear to be of no relevance to this dispute.

11 Panneerselvam's SD at Exhibit A.

12 Panneerselvam's SD at Exhibit B. It appears that this is not a bank but a financial services provider.

Importantly, there was no evidence that the Applicant had sold sweets or snacks under the Application Mark (or the "ASWINS" word mark) in Singapore.

13 There was somewhat of an attempt to explain this. Mr Panneerselvam's evidence was that the Opponent's conflicting use of "ASWINS" meant that the Applicant had to defer "full-scale market launch" pending registration of the Application Mark.[13]

Passing off: s 8(7)(a) TMA

14 Section 8(7)(*a*) TMA provides as follows.

> 8.—
>
> (7) A trade mark shall not be registered if, or to the extent that, its use in Singapore is liable to be prevented —
>
> > (a) by virtue of any rule of law (in particular, the law of passing off) protecting an unregistered trade mark or other sign used in the course of trade;

15 To succeed under s 8(7)(*a*) TMA, the Opponent must establish a notional case of passing off: see *Rovio Entertainment Ltd v Kimanis Food Industries Sdn Bhd* [2015] 5 SLR 618 ("*Rovio*") at [164]. The classic elements of the tort of passing off are trite. They are: (a) goodwill; (b) misrepresentation; and (c) damage (see, for example, *Staywell Hospitality Group Pty Ltd v Starwood Hotels & Resorts Worldwide, Inc and another and another appeal* [2014] 1 SLR 911 at [130]).

Goodwill

16 The applicable legal principles are not in contention.

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[13] Panneerselvam's SD at [4] and [9].

17 It is well settled that "*goodwill, in the context of passing off, is concerned with goodwill in the business as a whole, and not specifically in its constituent elements, such as the mark, logo or get-up that it uses*" (*Singsung Pte Ltd v LG 26 Electronics Pte Ltd (trading as L S Electrical Trading)* [2016] SGCA 33 ("*Singsung*") at [34]). In *Singsung*, the Court of Appeal held that "*goodwill clearly exists in Singapore when a business offers a product or service for sale in this jurisdiction, and a customer purchases the product or consumes the service here*" (at [67]). The existence of goodwill is typically proved with evidence of sales figures in Singapore as well as evidence relating to marketing and advertising efforts in Singapore (see *Rovio* at [180]).

18 It is undisputed that goodwill should be assessed at the Relevant Date: here, 4 August 2023 (the date on which the Application Mark was applied for).

19 The Applicant's case was that the Opponent did not have sufficient evidence to prove goodwill at the relevant date. It argued that the Opponent's evidence consisted largely of foreign-issued documents, third-party exports, and online listings, which taken together were insufficient to establish this first element of the tort.

20 With respect, I am unable to agree with the Applicant. Below, I outline the salient aspects of the evidence which supports the existence of goodwill.

21 First, the Opponent has an authorised importer and distributor for its goods in Singapore: SGPL. Mr Ganesan's evidence was that on 25 November 2020 the Opponent entered into a Tripartite Reseller Agreement ("Tripartite Agreement") with Victoria Exports (a shipping intermediary) and SGPL (the Singapore importer/distributor). A copy of the agreement was exhibited in

evidence.[14] Under the Tripartite Agreement, SGPL was appointed as the exclusive reseller of the Opponent's Goods (being sweets, snacks and savouries) in Singapore for an initial term of 8 years. The shipping of the Opponent's Goods from the Opponent to SGPL was handled by Victoria Exports.

22 Second, Mr Ganesan's evidence showed that after its appointment as exclusive reseller, SGPL took active steps to distribute the Opponent's Goods to various retailers in Singapore (which collectively were said to have operated over 100 stores and 50 restaurants). Pertinently, the retailers are names that would be known to the Indian diaspora/community in Singapore. Examples include Mustafa, Haniffa, Sri Murugan, Komalas, KDS Restaurant, KJM Restaurant, among others.[15] The Opponent's products are also available in Singapore through e-commerce platforms such as Shopee and Lazada.

23 Third, the Opponent provided documentary evidence through Mr Ganesan which showed: (a) tax invoices and shipping documents evidencing sizeable orders made by Victoria Exports bound for SGPL as consignee in Singapore;[16] (b) a sampling of sales invoices (dated late-2022 to pre-August 2023) which showed the sale of goods by SGPL to some of the retailers mentioned earlier;[17] (c) photographs of "ASWINS" products on supermarket shelves as well as "ASWINS" cardboard boxes in warehouses;[18] (d) SGPL's monthly sales figures which showed, among other things, that from Jan 2023 to

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14 Ganesan's SD at [12] and Exhibit KG-3.

15 Ganesan's SD at [13] and Exhibit KG-4.

16 Ganesan's SD at Exhibit KG-5, pp 121-169. Among other things, they showed that from 1 April 2022 to 31 July 2023, Victoria Export's ledger account with SGPL showed a sales value of 9,726,474 Indian Rupees which would correspond to roughly S$158,000 worth of sweets and snacks imported during the said time period.

17 Ganesan's SD at Exhibit KG-5, pp 75-120.

18 Ganesan's SD at Exhibit KG-4, pp 69-73.

July 2023 (i.e. prior to the Relevant Date) it had issued 2567 bills for a total pre-tax value of S$912,419.45;[19] (e) screen captures from the Shopee and Lazada Singapore websites which showed sales of the Opponent's Goods labelled as "ASWINS".[20]

24 Fourth, there was evidence that SGPL advertised the Opponent's Signs in Singapore. For example, there was some modest advertising spend—supported by a copy of an invoice dated 16 November 2021 and a sales agreement dated 9 August 2022[21]—on advertisements on Sun TV and Zee Tamil (which were said to be widely watched Tamil-language entertainment channels with strong viewership among the community in Singapore). In addition, Mr Ganesan provided photographs which showed that SGPL's delivery vehicles bore a decal illustrating the Opponent's sweets and snacks underneath "aswins". Beneath it, SGPL was indicated as the "Exclusive Dealer" of "ASWINS" in Singapore. I reproduce two of these photographs below.[22]

19 Ganesan's SD in reply at Exhibit KG-13, pp 68-69.

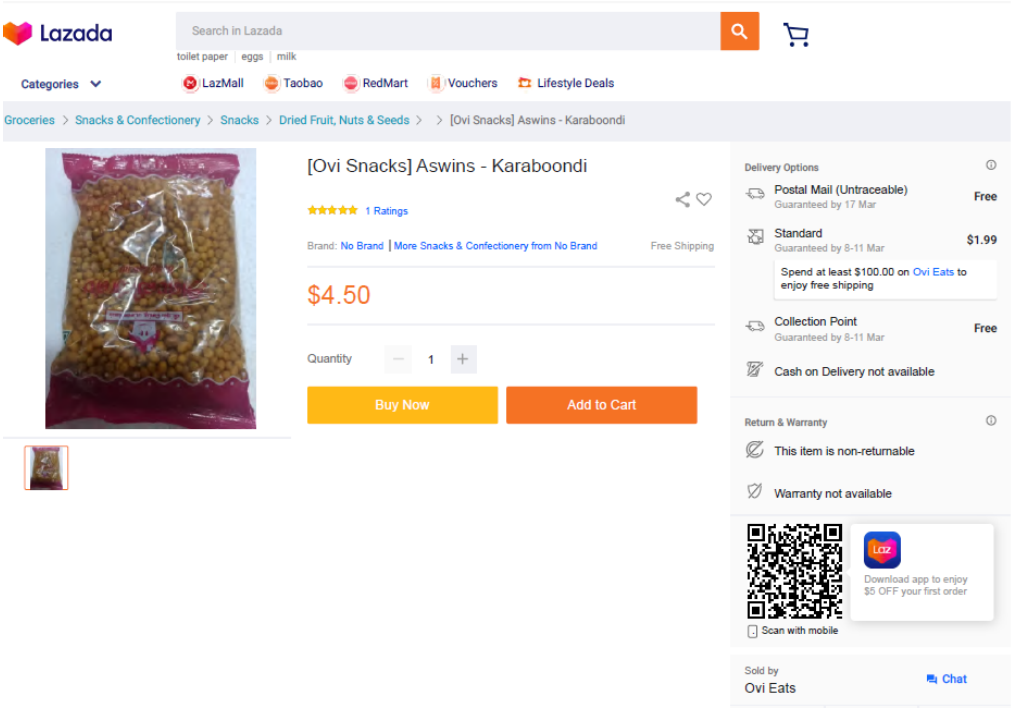
20 Ganesan's SD at Exhibit KG-3, pp 50-63.

21 Ganesan's SD at Exhibit KG-6, pp 171, 176.

22 Ganesan's SD at Exhibit KG-7, pp 181, 182.

25 During the hearing, Ms Quah Su Yee (who was representing the Applicant) pointed out that the evidence did not necessarily show use of Opponent's Signs on the packaging of all the goods. This point was fairly made. Consider the following product listing for karaboondi (a type of Indian chickpea snack) by a retailer known as Ovi Eats.[23] At least on this product, there did not appear to be any use of "ASWINS" or "aswins" on the packaging.

[23] Ganesan's SD at Exhibit KG-3, p 52.



26 When I asked Ms Millicent Lui (counsel for the Opponent) about the above, she acknowledged that some of the sweets and snacks manufactured by the Opponent had Tamil language on the packaging instead of "ASWINS" in English. She also made the following points in response, which I respectfully agree with and adopt as my findings.

(a) One. Some of the Opponent's Goods did bear the word "ASWINS" in English on the packaging, for example the following:

[24]

(b) Two. Even if some products did not have the word "ASWINS" in English on the packaging, they were nevertheless marketed and sold to end consumers under the name "ASWINS" both online as well as on supermarket shelves. Two extracts from the evidence illustrating this point are reproduced below.

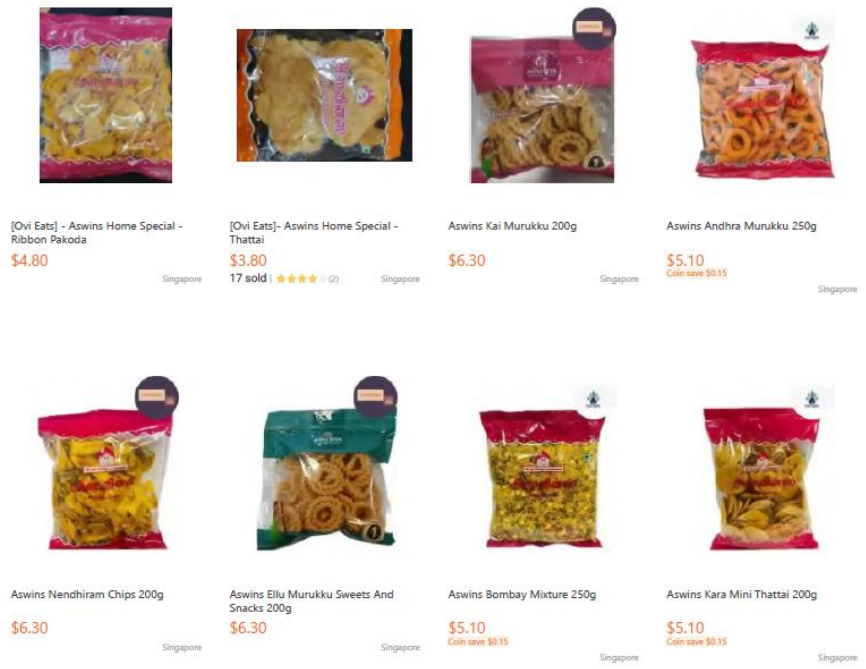
Photograph showing a shelf labelled "ASWIN SNACKS" [25]

[THIS PART INTENTIONALLY LEFT BLANK]

[24] Ganesan's SD at Exhibit KG-3, p 50.

[25] Ganesan's SD at Exhibit KG-4, p 68. Note: red oval added by me.

Screen capture showing sale of ASWINS products on Lazada[26]



(c) Three. End-consumers recognise and refer to the Opponent's sweets and snacks as "ASWINS". In support of this, Ms Lui helpfully

26 Ganesan's SD at Exhibit KG-3, p 63.

directed my attention to one of the product reviews on Lazada in evidence. It was a one-star review of a seller which sent the consumer the wrong product and contained the following comment: "*The seller did not have Bikano mixture. Seller did not inform about it. Sent 2 packets each of Aswin's murrukku. Aswin's murrukku cost sgd 4.50 whereas Bikano mixture costed Sgd 6.50. Overall, I have lost sgd 4 in the proces. It is recommended not to buy from this seller*."[27] This showed that the purchaser was familiar with Aswin's products.

(d) Four. The vinyl decals on the delivery vehicles which I have discussed at [24] above were printed around early 2022. This could be extrapolated from the invoice for the printing of the decals dated 21 February 2022.[28] It is evidence that the " aswins " sign has been used in Singapore prior to the Relevant Date. Additionally, "ASWINS" appears on invoices and shipping documentation as well as on the boxes containing the Opponent's Goods (example reproduced below).[29]

27 Ganesan's SD at Exhibit KG-3, p 56.

28 Ganesan's SD in reply at Exhibit KG-14, p 71.

29 Ganesan's SD at Exhibit KG-4, p 70.

27 In totality, I am satisfied that the Opponent did enjoy goodwill in Singapore prior to the Relevant Date. The fact that the Opponent appointed an authorised importer and distributor for Singapore in late 2020 shows that there was consumer demand (or at the very least the Opponent was intending to cultivate a market) for the Opponent's Goods in Singapore. SGPL also actively offered the Opponent's Goods for sale to intermediaries and the Opponent's Goods clearly reached end-consumers in Singapore prior to the relevant date.

28 Before moving on, I would like to underscore an important point about SGPL's monthly sales figures.[30] As mentioned earlier, in a 7-month period (January 2023 to July 2023) leading up to the Relevant Date, SGPL recorded sales across 2567 bills with a total value of S$912,419.45. Bearing in mind that sweets and snacks are everyday goods priced at a level which the public can easily afford, it must surely follow that there was a sizeable market for the Opponent's Goods in Singapore prior to the Relevant Date.

29 I find that the element of goodwill has been clearly made out.

Misrepresentation

30 The next element is misrepresentation.

31 Here, the tribunal needs to consider whether, at a threshold level, the Opponent's goodwill is sufficiently associated with its name or the signs that it uses. Put another way, were the signs "ASWINS" / "aswins" distinctive of the Opponent's goods? (See *The Audience Motivation Company Asia Pte Ltd v AMC Live Group China (S) Pte Ltd* [2016] SGCA 25 at [87].)

30 Ganesan's SD in reply, Exhibit KG-13, p 69.

32 Counsel for the Opponent addressed the issue of distinctiveness at two levels. First, it argued that "ASWINS" is inherently distinctive in that it does not describe sweets or snacks in any way. Instead, it is a personal name derived from the personal name of Mr Ganesan's son G. Aswin.[31] Second, it contended that the Opponent's Goods had been sold under "ASWINS" / "aswins" in Singapore and therefore had acquired distinctiveness through use as denoting sweets and snacks originating from the Opponent.

33 I accept that the name "ASWINS" is distinctive for the reasons given by the Opponent. Notably, there was no evidence that the Applicant had sold any goods in connection with the Application Mark prior to the Relevant Date. (Moreover, as observed earlier, all the "ASWINS" entities linked to the Applicant were incorporated/registered *after* the Opponent's Goods were first sold in Singapore.) Therefore, the Opponent was the only trader in Singapore which had used "ASWINS" in connection with sweets and snacks at the relevant date. The logical conclusion, based on the evidence, must be that the Opponent's Signs were distinctive of the Opponent's sweets and snacks.

34 Having addressed the issue of distinctiveness, I next turn to whether the use of similar indicia (here: the Application Mark) amounts to a misrepresentation. On this, the Court of Appeal held in *Singsung* (at [40]) that:

> Whether misrepresentation has occurred is a question to be determined by the court in the light of the surrounding circumstances. The misrepresentation in question must give rise to confusion (or the likelihood thereof) in order to be actionable under the law of passing off. This is ultimately a matter for the court's judgment and it is not to be determined on a visual side-by-side comparison. Rather it is to be assessed from the vantage point of a notional customer with imperfect

[31] Ganesan's SD at [5].

> recollection. While evidence of actual confusion, such as the testimony of a witness, may be helpful in the court's determination of the question, the lack of such evidence is not fatal to a claim [...]

35 While I am mindful that the assessment should not be undertaken based on a side-by-side comparison, in a decision such as this I find it helpful to reproduce the signs alongside each other for illustrative purposes.

Opponent's Signs	Application Mark
ASWINS 	

36 The Opponent's case was that "ASWINS" / "  " is strikingly similar to the Application Mark. Its submissions focussed on how the visually prominent and dominant element on both the Opponent's Signs and the Application Mark is the word "ASWINS", whilst the other elements in the Application Mark play a descriptive (in the case of "Sweets and Snacks") or a decorative role (in the case of the other stylistic visual elements). It submitted that aurally, the marks are identical in that they would be both pronounced as "ASWINS" or "A ASWINS". On the issue of conceptual similarity, the Opponent did not commit to describing the conceptual impression behind either of the signs. Instead, it was content to argue that the signs were identical in that because of the "ASWINS" dominant element, whatever concept that is evoked by one would also be evoked by the other.

37 While the Applicant acknowledged the common "ASWINS" element, it argued that the competing signs are dissimilar. In written submissions, emphasis was placed on the importance of the overall impressions of the competing signs—which were said to be different. However, the Applicant then focussed on describing each of the differences in the competing signs with a view to drawing out points of distinction in their "device elements, layout, typography and overall presentation".[32]

38 I do not think that it is meaningful to engage in a lengthy discussion about the minute similarities or differences in the competing marks. After all, the perspective to be adopted is that of a notional customer with imperfect recollection. Through that lens, "ASWINS" would, in my view, be regarded as the distinctive and dominant element in both the Opponent's Signs and the Application Mark. The phrase "Sweets & Snacks" in the Application Mark—being descriptive of the Claimed Goods—would not play any distinguishing role in the assessment. Further, it is barely visible. All things considered, I find that the plain sign "ASWINS" is substantially similar to the Application Mark.

As for the composite "aswins" sign, the similarity with the Application Mark is even greater still: after all, they share an additional point of commonality: an "**a**" surrounded by curved stylistic elements. I accept that they are strikingly similar to each other.

39 I turn next to the goods in question. For convenience, I reproduce the Claimed Goods once again below.

Class 29

[32] Applicant's Written Submissions at [20].

> Banana chips; Candied fruit snacks; Dried fruit-based snacks; Fruit based snack food; Fruit chips; Mango chips; Okra chips; Potato chips; Snack foods made principally from meat; Snack foods made principally from pre-cooked vegetables; Snack mixes consisting of dehydrated fruit and processed nuts; Snacks consisting primarily of meat, fish, poultry or vegetables; Sweet potato chips; Vegetable chips; Vegetable-based snack food.
>
> Class 30
>
> Biscuit mixes; Biscuits; Chocolate biscuits; Crackers; Filled biscuits; Fruit biscuits; Gluten-free biscuits; Non-medicated sweets; Sugar-free sweets; Sweet biscuits for human consumption; Sweets; Sweets [candy]; Toasts [biscuits].

40 The Opponent's Goods are traditional Indian sweets and snacks. They include muruku, thattai, boondhi, potato chips, masala kadalai, and seedai.[33] Some of these may be prepared in sweet or savoury form. They would fall within the description of, or are very similar to, some of the Claimed Goods such as "Snacks consisting primarily of meat, fish, poultry or vegetables", "Potato chips", or "Vegetable-based snack food" in Class 29. Likewise, I think that some the Opponent's Goods could also be fairly described as a type of "Biscuits", "Crackers", or "Sweet biscuits for human consumption", which are some of the Claimed Goods in Class 30. Not surprisingly, the Opponent has also applied to register "aswins" in Classes 29 and 30 for some of the same, or similar, goods: see [9] above.

41 In my assessment, the Claimed Goods under the Application Mark are the same as, or very similar to, the Opponent's Goods (sold under or in connection with the distinctive Opponent's Signs prior to the Relevant Date). The distinctive and dominant component of the Application Mark is

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[33] See footnote 3 above.

"ASWINS". Given the substantial similarity between the competing signs and the fact that the goods in question are the same or very similar, average consumers encountering the Application Mark in relation to the Claimed Goods are likely to be deceived into thinking that the products originate from the Opponent or that there is some commercial connection with the Opponent.

42 Furthermore, the goods (that is: sweets and snacks) are affordably priced fast-moving consumer products that would be purchased without an especially high degree of consumer attention. They would be picked from shelves or online listings without heightened scrutiny. If ordered verbally, they would be referred to simply as "ASWINS". These factors strengthen the likelihood of deception.

43 Before concluding, I should briefly address the Applicant's contention that there was no evidence of actual confusion. The short answer is that there was no evidence that any of the Claimed Goods had been sold in Singapore under the Application Mark prior to the Relevant Date in the first place. If consumers did not encounter the Application Mark in actual use, how could there possibly be evidence of actual confusion in the marketplace? To answer the rhetorical question: there could not.

Damage

44 The final element relates to damage, or likelihood of damage, to the Opponent's goodwill. It is well established that where the parties' fields of business overlap, damage to goodwill may arise through diverted sales. In addition, there may also be damage through blurring which occurs when the goodwill attached to the claimant's business becomes spread out over business, goods or services which are not the claimant's (this is sometimes known as the loss of the exclusive use of a name or mark in respect of a business for certain goods and/or services): see *Novelty Pte Ltd v Amanresorts Ltd* [2009] 3 SLR(R)

216 at [97]; *Tong Guan Food Products Pte Ltd v Hoe Huat Hng Foodstuff Pte Ltd* [1991] 1 SLR(R) 903 at [31]).

45 Given that the Claimed Goods directly overlap with the Opponent's field of business activity, this is a straightforward case of direct competition. I would therefore find damage in the form of blurring as well as potential diverted sales.

46 Since all three elements of goodwill, misrepresentation and damage have been established, I would allow the opposition under s 8(7)(*a*) TMA and refuse registration of the Application Mark.

Bad faith: s 7(6) TMA

47 Since I have allowed this opposition under the s 8(7)(*a*) TMA ground, my views on s 7(6) TMA are, strictly speaking, academic. I will therefore be as concise as possible given the circumstances.

48 Section 7(6) TMA provides that a trade mark "shall not be registered if or to the extent that the application is made in bad faith". The applicable legal principles are trite and not in dispute. They are set out in the Court of Appeal's decision in *Valentino Globe BV v Pacific Rim Industries Inc* [2010] 2 SLR 1203 ("*Valentino*"), which have been restated in numerous decisions of this tribunal (including my earlier decision in *Chua Beng Hock v FM Skincare Pte Ltd* [2025] SGIPOS 2 at [90]). Instead of restating the law, I will for brevity's sake proceed to apply it by reference to the facts.

49 The essence of the Opponent's case is as follows. Given the Opponent's established reputation in India and its market presence in Singapore, the Applicant knew or ought reasonably to have known of the Opponent's Signs. Despite this, it chose to apply for the Application Mark, which is strikingly

similar to the Opponent's Signs. The Applicant is also affiliated with "Aswins Home Special Pte Ltd". "Home Special" is not a grammatically natural or idiomatic phrase in English, and the fact that it is part of the latter's corporate name suggests that the Applicant is aware of the Opponent. By adopting and applying for the Application Mark, the Applicant acted in a dishonest or commercially unacceptable manner. Integral to the Opponent's case was the fact that the Application Mark had been filed (4 August 2023) long after the Opponent's Signs were first used in Singapore (at least since March 2021).

50 Additionally, the Opponent put forward some evidence of Mr Panneerselvam's activities which called his character into question.[34] I do not think it is necessary for me to recount all this evidence in detail. It suffices to say that—among many other things—the Opponent suggested that in June-July 2023 (which was around the time that most of the other "ASWINS" entities were registered: see [11] above), Mr Panneerselvam was also involved in the registration of other companies in Singapore with names which resembled well-known Indian brands. The argument was that, by implication, the Applicant had nefarious reasons for applying to register the Application Mark.

51 Interestingly, the Applicant's evidence completely side-stepped all the serious allegations set out in Mr Ganesan's SD. Mr Panneerselvam had the opportunity to rebut Mr Ganesan's accusations, but he stayed completely silent. Tellingly, he did not even directly deny knowledge of the Opponent. Nor did Mr Panneerselvam attempt to give any explanation for choosing "ASWINS" as the key identifier for the various business entities under his control which were registered/incorporated on various dates between mid-2023 to mid-2024.

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[34] Ganesan's SD at [24]-[29] and corresponding Exhibits KG-10 and KG-11.

52 In written submissions, the Applicant argued that the Opponent had failed to adduce objective evidence demonstrating that the Applicant had acted dishonestly or in bad faith. It accused the Opponent of raising allegations which rested on speculation and inference.

53 With respect, I disagree. In my view, the Opponent has raised more than enough evidence to put forward a *prima facie* case of bad faith. Having done this, the evidential burden then shifted to the Applicant to put forward credible evidence as to how the Application Mark was derived (see *Valentino* at [21] and [36]). However, there was nothing but deafening silence from the Applicant.

54 Instead of explaining the Applicant's position, Mr Panneerselvam tendered documents with a view to showing that the Application Mark had been put to genuine use: (a) printouts from https://www.aswinsmart.org/ and (b) extracts of financial statements allegedly showing commercial transactions on its Aspire FT account connected with "ASWINS" (see [12] above).

55 In response, the Opponent put forward evidence to show that the https://www.aswinsmart.org/ domain name was only created on 25 July 2025. This was well after the Relevant Date and a few days before Mr Panneerselvam's SD was signed on 28 July 2025. It was suggested that the website—which appeared to be hastily constructed and containing placeholder text—had been created for the purposes of the proceedings. Counsel for the Opponent also pointed out that the so-called commercial transactions on Aspire FT were transfers of identical (or near identical) sums of money in and out of the account within a very short time and involving the same parties. They did not show genuine sales transactions with customers, suppliers or business partners. The inference that I was invited to draw was that the Applicant had put forward material for the purposes of the proceedings.

56 I think the facts speak for themselves. The assessment for bad faith requires that I consider both the subjective element (i.e. what the Applicant knows) and the objective element (i.e. what ordinary persons adopting proper standards would think) (see *Valentino* at [29]). The Applicant had the opportunity to rebut the Opponent's allegations and explain why it thought it was not acting dishonestly. It did not do so. In the circumstances, I am unable to see how the Applicant's activities could be considered acceptable commercial behaviour on any objective standard. I therefore conclude that the Application Mark was applied for in bad faith under s 7(6) TMA.

Costs

57 I award costs to the Opponent. The current practice is to award costs summarily. I received costs submissions from the Opponent but not from the Applicant. I fix the costs to be paid by the Applicant to the Opponent at $14,690, broken down as follows: (a) party and party costs: $11,650.00; and (b) disbursements: $3,040.00 (of which $2,640.00 constitutes filing fees).

Ong Sheng Li, Gabriel
Principal Assistant Registrar

Millicent Lui (Ghows LLC) for the Opponent;
Quah Su Yee (Accolade IP (SG) Pte Ltd) for the Applicant