

**GOVERNMENT OF PAKISTAN
(REVENUE DIVISION)
CENTRAL BOARD OF REVENUE**

Islamabad, the 18th June, 2001

**NOTIFICATION
(CUSTOMS)**

S.R.O. 450(I)/2001.-¹[In exercise of the powers conferred by section 219 of the Customs Act, 1969 (IV of 1969), section 50 of the Sales Tax Act, 1990, section 40 of the Federal Excise Act, 2005 and section 237 of the Income Tax Ordinance, 2001 (XLIX of 2001), the Federal Board of Revenue is pleased to make the following rules, namely:-]

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²[**CHAPTER XXVIII**
Enforcement of Intellectual Property Rights

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686. Miscellaneous.-Notwithstanding anything contained in these rules, the Director, IPR (Enforcement) or the Collector of Customs having jurisdiction may, in exercise of the powers conferred under section 15 of the Act, detain any goods for IPR infringement of health and safety standards.

ANNEXURE-A
(see rule 680 (1))

APPLICATION

Part 1 – Details of person making application:-

I..... bearing CNIC No:	
(Full name of signatory in BLOCK LETTERS)	
NTN No.	
Right Holder ☐	Holding Power of Attorney ☐
Declare that	
(Full individual / company/business name and address In BLOCK LETTERS)	
Is/are the Right Holder or authorized attorney or legal representative of the Right Holder.	

Part 23 - Details of registered intellectual property right in question:-

IPR Presentation 1	IPR Presentation 2	IPR Presentation 3
IPR (Word/Logo/design) (attach presentation I photo):		
IPR Registration No. H.S. Code: Class of		
Goods/ services:		
.....		
Recordation No: Date: (if already recorded)		

Part 2b – Past history of recordation: -

- 1 Existing preamble substituted and shall be deemed always to have been so substituted vide SRO 831(I)/2018 dated 2nd July, 2018. At the time of substitution was as under:-
“In exercise of the powers conferred by section 219 of the Customs Act, 1969 (IV of 1969), the Central Board of Revenue is pleased to make the following rules, namely:--”
- 2 Added vide SRO 170(I)/2017 dated 16th March, 2017

1. Do you have any valid Recordation of a Registered IPR other than the current Application?
 Yes: ☐ No: ☐
 If yes, then give details of the following:-
 Recordation No. and date (i)
 (ii)
 (iii)
 2. Do you have any pending Recordation Application (s)? Yes ☐ No. ☐
 If yes, then give details of the following:-
 Application No. and date (i)
 (ii)
 (iii)

Part 3 - Description of goods to be covered:-

I request Customs to detain the following type(s) of goods that I have reason to believe is /are counterfeit / pirated / infringing. (Also specify any component parts of Counterfeit / infringing Goods e.g. buttons labels packaging materials etc.)

S. No.	Description of goods	H.S. Code	Import	Origin
1.				
2.				
3.				

Part 4 - Details of expected movements of suspected counterfeit / pi rated / infringing Goods described in part 3 above (where known):

Place of Customs declaration.....
 IGM No.....
 Index No.....
 Goods Declaration (GD) No.....
 Container #:
 Date of expected arrival of goods.....
 Means of transport.....
 Importer's details.....
 Value of goods in the container Rs.....
 CIF Value of Counterfeit or Pirated Goods in the container Rs.....

Pan 5 - Details of authorized traders in legitimate goods:-

- (i) I/we have authorized anyone to trade in this right. 1. YES 2. NO
 If yes, then:
 (ii) Only the following companies have my/our authorization to trade in the legitimate produce within or outside Pakistan. (These details are required to avoid unnecessary disruption of legitimate trade).

S. No.	Name	Address
1		
2		
3		

Part 6 - Details of Importer (if known) of suspected/counterfeit/pirated/infringing goods

I have reasons to believe that the following persons or companies are involved in the importation of counterfeit or pirated or infringing goods

S. No.	Name	Address (including contact number and email)
1		
2		

3		
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Part 7 Details of suppliers (if known) of suspected/counterfeit/pirated/infringing goods

S. No.	Name	Address (including contact number and email)
1		
2		
3		

Part 8 Statement of grounds for detention of goods

A statement of grounds for the detention of goods of the counterfeit or pirated or infringing goods with prima facie evidence (attach extra sheet).

1. YES 2. NO

Part 9 - Details of mandatory bond/surety for detention of goods:

1 Indemnity Bond (Annex-B) 1. YES 2. NO

Amount: _____ Date: _____

2. Bank Guarantee (Annex-C) 1. YES 2. NO

BG No. _____ Dated _____ Drown on _____
on the amount of Rs. _____ valid till _____ or later.

I _____ DECLARE THAT:-

- (a) all the details in this application are true and accurate to the best of my knowledge and belief.
- (b) I have read and understood chapter XXVI of Customs Rules, 2001 and indemnify officers/staff of Directorate General Intellectual Property Rights Enforcement and functionaries of Customs department from any liability arising out of this application.
- (e) I will abide by the provisions of all the legal instruments and application conditions mentioned in the aforesaid rules.
- (d) I have attached the following documents/information:-
 - (i) IPR Registration Certificate (certified copy)
 - (ii) Copy of CNIC
 - (iii) Copy of NTN
 - (iv) Copy of Passport
 - (v) Indemnity Bond (Annex-B) and Bank Guarantee (Annex-C)
 - (vi) Certified copy of Power of Attorney (in case of authorized representative)
 - (vii) Samples/Photos/media (if available)
 - (viii) A statement of the grounds for detention of goods of the counterfeit goods/pirated goods with prima facie evidence

Name (in block letters) _____ **Signatures:** _____

Contact details of the person authorized to interact on this application/right with Customs:

Name: _____

CNIC: _____

Designation (if any): _____

Tel. off: _____

Tel. Mobile: _____

E-Mail: _____

Postal Address: _____

ANY OTHER INSTRUCTIONS OR INFORMATION: _____

ANNEXURE-B

(see rule 680 (3))

FORM OF INDEMNITY (SURETY) BOND FOR ENFORCEMENT ACTION

(On non-judicial stamp paper of appropriate value)

INDEMNITY BOND No:- _____

DATED: _____

AMOUN: PKR: _____

VALIDITY: _____

1. THIS DEED OF INDEMNITY MADE AT _____ this _____ day of _____ between _____ having its registered office at _____ (hereinafter called "the Right Holder" which expression shall mean and include the said _____ and its successors and assigns) of the one part AND COLLECOTR OF CUSTOMS, _____, GOVERNMENT OF PAKISTAN.

2. WHEREAS the Right Holders have made an Application to the Collector of Customs/Director (hereinafter referred collectively and severally as Collector of Customs) to pass Detention Order (hereinafter called the Order) in respect of Counterfeit/Pirated Goods and the Collector has required that an indemnity bond for the amount equal to 25% of the Customs value of the goods determined by Customs (hereinafter referred as the indemnity sum) or Pak Rupees 500,000/-, whichever is higher, as well as security in the form of Bank Guarantee as specified in chapter XXVI of Customs Rules, 2001.

3. AND WHEREAS the right holder has executed this indemnity bond agreeing to bind himself/themselves/itself firmly, fully and un-conditionally to the Collector of Customs to pay immediately on demand, the indemnity sum as determined by the Collector of Customs in the event of a decision adverse to the right holder being given by the Customs department an event or vacation of any stay etc. which necessitates said payment to be made, whichever is later.

4. AND WHEREAS the right holders have asked for the Customs assistance in enforcement of their right, the Right Holders indemnify Federal Board of Revenue, Pakistan Customs and its officers from any liability arising out of the Enforcement Action or any inadvertent release of such Counterfeit Goods/Pirated Goods or any other action taken in good faith in respect of such Counterfeit Goods/Pirated Goods.

5. The Right Holders further agree and bind themselves that the amount covered by this bond shall be recovered under section 202 of the Customs Act, 1969.

6. We, the Right Holders, do hereby agree and undertake to make the payment of the indemnity sum of Rs. _____ (Rupees, _____) to the Collector of Customs, within the seven days of the issuance of a demand by the said Collector of Customs any other officer authorized by him, without any condition, qualification, reservation, demur or objection or let or hindrance.

7. This indemnity bond is valid up to _____ or the date of full payments to the Collector of Customs, _____ of the amount payable under this bond, and will automatically renew till it is discharged by the Collector.

8. Now the condition of the above written bond is such that if the Right Holder shall immediately, on demand or in the event the decision adverse to the Right Holder being given by the Customs department, or dismissal of writ petition/special leave application or any further order of a competent court of law, whichever is later, pay to the Collector of Customs on demand immediately the full aforesaid indemnity sum of PKR (Rupees _____ Only), then the above written bond shall be discharged, otherwise the same shall remain in full force and virtue and shall automatically renew if such event does not take place within the stipulated period of the bond.

9. That this bond shall remain effective notwithstanding the dissolution of change in the constitution of the Right Holder firm or association of persons or the winding up of the Right Holder's company, or death of the Right Holder, as the case may be.

10. That this guarantee shall remain effective notwithstanding any forbearance of the Collector not to sue or take any other measures for the recovery of the amount of this guarantee or the indemnity sum, or the amount of partial/installment recovery made from the Right Holder and not withstanding that the Collector allows time or permits some other arrangement for payment to the Right Holder or if the Collector takes any measures to recover the amount payable by the Right Holder.

11. A demand in writing by the Collector shall be deemed to have been duly given to us (the Right Holder) by informing us and sending the same at our given address above and shall be effective notwithstanding any change in the said address and notwithstanding notice of such change to the Collector.

12. We, M/S _____ undertake to make the payment of Rs. _____ (Rupees _____ only) on receipt of demand from the Collector of Customs in this regard, or by an officer authorized by the Collector in this regard, without object ion or reservation or any reference to the Right Holder within seven 7 (seven) days of the receipt of demand and in case of delay in payment on any account, with the compensation at the rate of 20% (Bank rate) per annum for the period from the date of expiry of 7 (seven) days to the date when the actual payment is made to the Collector of Customs, _____ account.

13. The bond contained in this Deed is irrevocable, unconditional and unqualified and shall remain in force until the said sum of Rs. _____ (Rupees _____ only) is paid in full irrespective of anything or on any grounds whatsoever.

For and on behalf of:

Accepted for and on behalf of the Collector of Customs,

(Signature of Authorized Officer)

In presence of 1. _____

2. _____

ANNEXURE-C
[see rule 680 (4)]

FORM OF BANK GUARANTEE (SECURITY) FOR ENFORCEMENT ACTION

(On non-judicial stamp paper of appropriate value)

Bank Guarantee No. _____

Dated: _____

Amount: PKR _____

Validity: _____

THIS DEED OF GUARANTEE MADE AT _____ this _____ day of _____ between _____ having its registered office at _____ and one of its branches at _____ (hereinafter called the Bank which expression shall mean and include the said _____ and its successors and assigns) of the one part and COLLECTOR OF CUSTOMS, _____, GOVERNMENT OF PAKISTAN.

2. WHEREAS M/S _____, having resident/registered office _____ (hereinafter called the "Right Holder") which expression shall mean and include the said _____ and its successors and assigns) have made an application to the Collector of Customs/Director (hereinafter referred to as Collector) to pass a Detention Order (hereinafter called the Order) in respect of Counterfeit/Pirated goods and the Collector has required that an indemnity

bond for the amount equal to 25% of the Customs value of the goods determined by Customs (hereinafter referred to as Indemnity sum) OR Pak Rupees 500,000/-, whichever is higher, as well as security in the form of Bank Guarantee, amounting to Rs. _____ (Rupees _____) (henceforth referred to as the Bank Guarantee sum) as specified in chapter XXVI of Customs Rules, 2001.

3. AND WHEREAS the Right Holder has executed an indemnity bond agreeing to bind himself/themselves/itself firmly, fully and un-conditionally to the Collector of Customs to pay immediately on demand, the indemnity sum as determined by the Customs department in the event of a decision adverse to the Right Holder being given by the Customs department or an event or vacation of any stay, etc, that necessitates said payment to be made, whichever is later.

4. AND WHEREAS the Right Holders have requested us to furnish a Bank Guarantee to the sum of Rs. Rs. _____ (Rupees _____) in favor of Collector of Customs, _____.

5. We, _____ Bank Ltd, having offices at _____ do hereby agree and undertake to make the payment of the Bank Guarantee sum of Rs. _____ (Rupees) to the Collector of Customs, _____ within seven days of the issuance of a demand by the said Collector of Customs or any officer authorized by him, without any condition, qualification, reservation, demur or objection, or without any reference to the Right Holder. This guarantee is valid up to _____ or the date of full payment to the Collector of Customs, _____ of the amount payable under this guarantee, and will automatically renew till it is discharged by the Collector.

6. NOW THE CONDITION of the above written bond is such that if the Right Holder shall immediately, on demand or in the event the decision adverse to the Right Holder being given by the Customs department, or dismissal of writ petition/special leave application or any further order of a court of law, whichever is earlier, pay to the Collector of Customs on demand immediately the full aforesaid indemnity sum of Rs. _____ (Rupees _____ only) then the above written bond shall be discharged, otherwise the same shall remain in full force and virtue and shall automatically renew if such event does not take place within the stipulated period of the bond.

7. That this guarantee shall be enforceable notwithstanding any change in the name of the bank and its restructuring, amalgamation or merger with any other bank or concern.

8. That this guarantee shall remain effective notwithstanding the dissolution of change in the constitution of the Right Holder firm or association of persons or the winding up of the Right Holder's company, or death of the Right Holder, as the case may be.

9. That this guarantee shall remain effective notwithstanding any forbearance of the Collector not to sue or take any other measures for the recovery of the amount of this guarantee or the indemnity sum, or the amount of partial/installment recovery made from the Right Holder and notwithstanding that the Collector allows time or permits some other arrangement for payment to the Right Holder or if the Collector takes any measures to recover the amount payable by the Right Holder.

10. A demand in writing by the Collector shall be deemed to have been duly given to us (the Guarantor) by informing us and sending the same at our given address above and shall be effective notwithstanding any change in the said address and notwithstanding notice of such change to the Collector.

11. _____ Bank Ltd _____ undertake to make the payment of Rs. _____ (Rupees _____ only) on receipt of demand from the Collector of Customs in this regard, or by an officer authorized by the Collector in this regard, without objection or reservation or any reference to the Right Holder within seven 7 (seven) days of the receipt of demand and in case of delay in payment on any account, with the compensation at the rate of 20% (Sank rate) per annum for the period from the date of expiry of 7 (seven) days to the date when the actual payment is made to the Collector of Customs, _____ account.

12. The guarantee contained in this Deed is irrevocable, unconditional and unqualified and shall remain in force until the said sum of Rs. _____ (Rupees _____ only) is paid in full irrespective of any instruction by the importer to the guarantor to withhold payment thereof or on any grounds whatsoever.

Accepted for and on behalf of the Collector of Customs,

(Signature of authorized officer)

In presence of 1. _____
2. _____]