

## ABSTRACT

The principle of good faith is a fundamental principle in the global trademark legal system which have been recognized through the Paris Convention and the TRIPS Agreement. This principle exists to ensure substantive justice in granting exclusive trademark rights and preventing the unfair use of the trademark legal system. In Indonesia, “bad faith” is explicitly defined in the Explanation of Article 21(3) of Law No. 20 of 2016 as the applicant’s intent to imitate, copy, or *free-ride* on the reputation of another party’s trademark for the purpose of obtaining an unlawful profit. In contrast, the United States of America trademark legal system, through the Lanham Act, does not stipulate a single rigid definition, but rather employs similar doctrines such as “fraud” and “lack of bona fide intent to use”. Using a combined normative-empirical legal research method, this study aims to explore how the principle of bad faith is interpreted in trademark registration and cancellation proceedings in Indonesia and the United States. The research findings indicates significant differences in the interpretation of "bad faith" within the trademark registration and cancellation processes of both countries. In the Indonesian legal system, “bad faith” is explicitly interpreted under the Explanation of Article 21(3) of Law No. 20 of 2016, with its judicial application such as in Decision Number 16/Pdt.Sus-HKI/Merek/2023/PN Niaga Jkt.Pst., where the lawsuit was based on “bad faith”. Conversely, the United States recognized similar doctrines through different statutory lenses: the registration process understood similar doctrine, namely “lack of bona fide intent to use” as mentioned in Section 1(b) (15 U.S.C. § 1051), while cancellation proceedings focuses on “fraud” as stipulated in Section 14 (15 U.S.C. § 1064 (3)), it can also be seen in the case of *Bose Corp. v. Hexcel Corp.*, 88 U.S.P.Q.2d 1332, where the lawsuit was based on “fraud”. Apart from the differences, both countries uphold the principle of bad faith as the basis for canceling trademarks without limitations of time, in accordance with the mandate of Article 6 bis (3) of the Paris Convention.

**Key Words :** Legal Interpretation, Bad Faith, Legal Comparison.