ADVANT Beiten

LEGAL DIGEST

HEALTHCARE RUSSIA - FEBRUARY 2026

Русская версия

We present for the consideration of foreign rights holders and manufacturers, as well as their Russian subsidiaries, a digest of significant legal news in the field of pharmaceuticals and medical goods in Russia for February 2026.

I. MEDICAL GOODS

1. Amendments to legislation and legal regulation

1.1 Amendments to the list of medical goods that contain alcohol

Amendments have been introduced to the list of medical goods that contain alcohol in instances where activities regarding their production, manufacturing and turnover are not covered by the provisions of legislation on the state regulation of alcoholic products and products containing alcohol. In particular, a number of reagents manufactured by Becton, Dickinson and Company, Hunan Lituo Biotechnology Co., Ltd. and other companies have been added to the list.[1]

2. State procurements of medical goods

2.1 Measures against counterfeit and infringing medical goods: Dmitry Rogachev Children's Medical Centre vs OOO Avilon-CompanyChem

Background

Dmitry Rogachev National Research Centre of Paediatric Haematology, Oncology, and Immunology (hereinafter the "**Medical Centre**") – the largest institution of its kind in Europe – filed a claim with a Russian commercial court against one of its suppliers, the Russian company Avilon-CompanyChem (the "**Supplier**"), which had arranged for the delivery of counterfeit and infringing and substandard medical goods marked with the trademarks of F. Hoffmann-La Roche AG and Roche Diagnostics GmbH.[2]

The crux of the claims of the Medical Centre: cancel the contract and recover funds from the Supplier.

An interesting aspect of this case is that the medical goods had already been accepted by the Medical Centre, and their counterfeit and substandard nature were only identified after their acceptance.

The counterfeit and substandard nature of the products was established based on letters from the Russian limited company OOO Roche Diagnostics, the sole licensee of the German companies F. Hoffmann-La Roche AG and Roche Diagnostics GmbH.

The court of first instance satisfied the claims of the Medical Centre in full.

The Supplier disagreed with the court's decision and filed an appeal.

Conclusions of the court of appeal

- As there is no accurate information on the original source of the goods, it is impossible to determine whether the special terms and conditions for the storage of the medical goods were followed during their transportation;

- As a result, there is a significant risk of harm to the lives and health of patients if the goods are used by the healthcare institution;

- The Supplier had supplied goods that were not free and clear of third party rights – it had not obtained the consent of the rights holder to introduce the goods into civil commerce;

- After receiving the goods from the Supplier, the buyer does not acquire the right to use the counterfeit and infringing goods in its activity;

- Owing to the lack of marking in the Russian language, the medical goods cannot be identified;

- The identified infringements prevent the use of the medical goods for their designated purposes, as the protection of individual lives and health cannot be guaranteed if they are used;

- Not a single version of the Order of the Ministry of Industry and Trade which permits the parallel import of individual goods authorised or authorises the parallel import of the medical goods;

- The acceptance of the goods by the Medical Centre does not obviate the fact that the medical products are counterfeit and infringing and substandard, or rule out the ability to subsequently file a claim in court on cancelling the contract;

- The identification of facts attesting to the breach of Contract after the acceptance of the Goods does not release the respondent from liability for defaulting on the obligation that it assumed, as the respondent in any case did not supply goods of appropriate quality, regardless of when the claimant discovered the breach.

2.2 Antitrust practice: consent of the trademark holder in case of the delivery of medical goods for state needs

Background

In February 2026 the Office of the Federal Antimonopoly Service of Russia for Samara Region (hereinafter the "**FAS Office**") considered a case in which a Russian individual entrepreneur complained of the wording used by the client – Samara City Hospital No. 7 (hereinafter the "**Hospital**") – in the terms of reference.[3]

In the terms of reference, the Hospital referred to requirements on compliance with exclusive trademark rights in accordance with Article 1484 of the Civil Code of the Russian Federation. This article establishes a blanket prohibition on the use of trademarks by third parties without the consent of the rights holder.

In particular, the Hospital established the following requirement on the medical goods and trademarks to be procured:

"*If the goods (the consignment of goods) being supplied under the Contract were marked with designations registered as trademarks (other means of identification), for which the Supplier is not the rights holder, the Supplier shall be required, within three business days of the date when the Contract is concluded, to provide the Client with the document received from the rights holder of the trademarks (other means of*

identification), expressing its consent to the introduction of the goods (the consignment of goods) into civil commerce in the Russian Federation (including their import) being supplied under this Contract."

Conclusions of the FAS Office

- A counterfeit and infringing medical good is any medical good that enters civil commerce in breach of civil legislation;
- The import and sale of counterfeit and infringing medical goods are prohibited by law;
- As there is no accurate information on the original source and how the goods appeared in the Russian Federation, it is impossible to establish reliably whether the special terms and conditions for their storage were followed during the transportation of the goods from the manufacturer to the healthcare institution.

As a result, the complaint against the aforementioned provision of the procurement documentation was declared unsubstantiated.

Consequently, it was confirmed once more that state clients are entitled to demand that suppliers of medical goods provide evidence that the rights holder has consented to the introduction of the medical goods into civil commerce, in other words, to their import, the offer for sale, sale, etc.

II. PHARMACEUTICALS AND NUTRITIONAL SUPPLEMENTS

1. Amendments to legislation and legal regulation

1.1 The list of lifesaving and essential medicines has been updated

An updated list of lifesaving and essential medicines (**"LEM"**) for medical use entered into force on 24 February 2026.[4]

1.2 New methodology of FAS of Russia regarding the calculation of price markups for LEM

A methodology approved by FAS of Russia for the establishment by constituent entities of the Russian Federation of the maximum level of wholesale markups and retail markups of the actual sales prices established by pharmaceuticals manufacturers for medicines from the LEM list entered into force on 20 February 2026.[5]

2. Octapharma AG vs OOO Repharma: monetary compensation for the delivery of counterfeit and infringing medicine and the issue of an import permit of the rights holder

Background

The Russian limited liability company OOO Repharma won an auction and concluded a state contract to deliver Normal Human Immunoglobulin under the CUTAQUIG trademark.

This trademark is held by the Swiss company Octapharma AG. OOO Repharma contacted Octapharma AG for authorisation to import the medicine into Russia.

Octapharma AG responded that it would be ready to issue such a permit, on the following terms and conditions:

- provide documents on the medicine and its freight carrier so that Octapharma AG is able to gain assurance that the medicine is not counterfeit and infringing and that OOO Repharma has complied with the requirements on its transportation and storage;

- conclude a contract with Octapharma AG and pay for the issue of the permit.

OOO Repharma disagreed with the proposed terms and imported medicine marked with the trademarks of the Swiss firm Octapharma AG without the consent of the rights holder.

The rights holder filed a claim in court against OOO Repharma for monetary compensation and won in two court instances.

OOO Repharma filed an appeal with the Cassation Intellectual Property Court against the court orders.

Conclusions of the Intellectual Property Court

- The infringement of the exclusive right to the trademarks consisted of the introduction of the medicine bearing the contested designation into civil commerce without the consent of the rights holder;

- Octapharma AG did not prevent OOO Repharma from supplying the medicine with the contested trademarks to the Russian Federation;

- Octapharma AG concludes agreements with Russian companies on the issue of import permits and proposes identical terms for such permits to any party interested in the delivery of medicines with the trademarks of Octapharma AG;

- Octapharma AG takes measures to prevent the appearance of counterfeit medicines marked with its trademarks on the Russian market and to ensure that buyers comply with the manufacturer’s requirements on the transportation and storage of the medicine.

Taking account of these conclusions, the Intellectual Property Court supported the position of the trademark holder Octapharma AG and dismissed the cassation appeal of the Russian company OOO Repharma. [6]

3. Antitrust Regulation

3.1 FAS of Russia: results for 2025

The antitrust authority has summed up the results of its measures to tackle cartels conducted last year, stating that the pharmaceuticals sector is the leader in terms of the number of anticompetitive agreements, together with the construction, road industry, passenger carriage and real estate sectors.[7] FAS of Russia is proactively using the State Information System (GIS) Anticartel to identify cartels and discovered through this system 21% of the cartels out there in 2025.

3.2 Compliance by OOO KRKA-RUS with the order issued by FAS of Russia

The actions taken by OOO KRKA-RUS involving an increase in the sales prices of a medicine were declared a breach of antitrust legislation by a commission of FAS of Russia and an order was issued on the termination of this breach.

OOO KRKA-RUS appealed in court the decision of FAS of Russia. However, the court of first instance agreed with the arguments of the antitrust authority and the decision was upheld without variation by higher courts. You can read more about the facts of the dispute when it was heard in the court of first instance in our May 2025 issue of this digest.

According to information provided by FAS of Russia, OOO KRKA-RUS has duly complied with the order, setting its prices for the contested medicine with due account of the associated manufacturing and sales expenses.[8]

3.3 Advertising of nutritional supplements

A regional office of FAS of Russia issued a warning to the director of a branch of a TV company in a case on an administrative offence in connection with the violation of requirements on the advertising of medicines under Article 14.3 (5) of the Code of the Russian Federation on Administrative Offences.[9]

A video advertising a Supplement was broadcast during a television programme containing the following violations:

- The advertising of the Supplement gave the impression that it had medicinal properties, the video named hip joint illnesses where it could

be used;

- The advertising contained information that cited specific instances where people had recovered thanks to the Supplement;

- There is no information on the Supplement in the State Register of Medicines, furthermore the contested advertising did not contain a warning that the advertised item was not a medicine.

Should you have any questions regarding the protection of the rights of foreign companies in Russia and in CIS countries and in the Eurasian Economic Union, rest assured that ADVANT Beiten is always at your disposal.

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[1] Directive No. 194-r of the Government of the Russian Federation dated 6 February 2026 "On the Introduction of Amendments to Directive No. 2355-R of the Government of the Russian Federation dated 15 September 2020 and the Invalidation of Individual Provisions of Certain Directives of the Government of the Russian Federation".

[2] Judgment No. 09AP-67304/2025 of the Ninth Commercial Court of Appeal dated 19 February 2026 in case No. A40-297021/2024.

[3] Decision No. 063/06/105-88/2026 of the Samara Office of the Federal Antimonopoly Service of Russia.

[4] Directive No. 3867-r of the Government of the Russian Federation dated 18 December 2025 "On the Approval of the List of Lifesaving and Essential Medicines, and also the Lists of Medicines for Medical Use and the Minimum Range of Medicines Required for the Provision of Medical Assistance".

[5] Order No. 999/25 of the Federal Antimonopoly Service of Russia dated 28 November 2025 "On the Approval of the Methodology for the Establishment by the Executive Authorities of Constituent Entities of the Russian Federation of the Maximum Level of Retail Markups for the Actual Sales Prices Established by Pharmaceuticals Manufacturers for Medicines Included in the List of Lifesaving and Essential Medicines".

[6] Judgment No. S01-1864/2025 of the Intellectual Property Court dated 2 February 2026 in case No. A56-70490/2024.

[7] https://fas.gov.ru/news/34534.

[8] https://fas.gov.ru/news/34481.

[9] Judgment of the Kemerovo Office of FAS of Russia dated 5 February 2026 in case No. 042/04/14.3-81/2026.We present for the consideration of foreign rights holders and manufacturers, as well as their Russian subsidiaries, a digest of significant legal news in the field of pharmaceuticals and medical goods in Russia for January 2026.

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