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Mohr Siebeck

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## FRAND Injunctions: an overview on recent EU case law

As a result of the CJEU's prominent *Huawei v. ZTE* decision, there are two layers of requirements for FRAND patent injunctions. The first layer consists of the traditional prerequisites for an injunction, such as legal standing or use of the patent-protected subject matter. The second layer is SEP/FRAND specific, requiring the parties to make FRAND-compliant license offers and to honor the negotiation process sketched in said case and subsequent Member State case law. This contribution describes how this complex set of rules plays out in recent FRAND injunction case before courts in Germany, the UK and the Netherlands.

### I. Introduction

At the latest since the CJEU's decision in *Huawei v. ZTE*,<sup>1</sup> injunctions triggered by the infringement of a standard-essential patent (SEP) depend on two layers of requirements. The first layer consists of the traditional prerequisites for an injunction, such as legal standing or use of the patent-protected subject matter. The second layer is SEP/FRAND specific, requiring the parties to make FRAND compliant license offers and to honor the negotiation process sketched in *Huawei v. ZTE* and subsequent Member State case law.<sup>2</sup> As most readers will know, the *Huawei v. ZTE* mechanism for SEP/FRAND licensing comprises the following steps: (1) notification of infringement by the patentee, (2) declaration of willingness to license by the infringer, (3) FRAND license offer by the patentee, (4) acceptance of the patentee's offer or FRAND-compliant counter-offer by the implementer, and (5) party consensus on a license or third party (court or arbitration tribunal) determination of the license. Both parties are supposed to act in a timely manner and the implementer, in particular, must not engage in

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1 CJEU, C-170/13 – *Huawei v. ZTE*, ECLI:EU:C:2015:477.

2 On the following, see CJEU, C-170/13 – *Huawei v. ZTE*, ECLI:EU:C:2015:477; Higher Regional Court Düsseldorf, 17 November 2016, I15U6615 I-15 U 66/15; Higher Regional Court Düsseldorf, 9 May 2016, I15U3516 I-15 U 35/16; Higher Regional Court Karlsruhe, 31 May 2016, 6U5516 6 U 55/16.

delaying tactics.<sup>3</sup> As a result of their respective failure to comply with the content or the procedural side of FRAND, the infringer may face an injunction while the patentee may lose its right to claim one. The *Huawei v. ZTE* framework is relevant for claims other than injunctions as well, in particular claims for the recall and destruction of products, claims for information and the rendering of accounts and security, but arguably also claims for damages.<sup>4</sup>

In recent times, the EU Member State courts have both granted and denied injunctions for SEP infringement in several FRAND cases.<sup>5</sup> All in all, it seems fair to say that injunctions are still available but that it has become harder to get them. In this environment, the present contribution intends to highlight some recent FRAND injunction case law of particular importance.

## II. Catching-up on FRAND compliance in German case law

In principle, parties must carry out the steps of the *Huawei v. ZTE* framework of conduct prior to initiating proceedings, lest they risk being defeated in court. At least in German case law, however, two procedural mechanisms help to soften things, namely the possibility to catch-up on pre-litigation duties and the rejection of injunction claims as currently – as opposed to: permanently – unfounded (on the latter option, see section III. below).

As to catching-up, recent German decisions have held as follows:

“It is disputed whether healing of misconduct may also occur within the ongoing court proceedings. The Higher Regional Court Düsseldorf assumed that missing declarations by the SEP-holder may in principle be made up for, because a failure to do so must lead neither to a material nor to procedural preclusion [...].

[...]

Even if one would want to allow a healing by catching-up in principle, an offer made during the course of the proceedings must be critically evaluated regarding its timeliness. Catching-up is only conceivable if the parties (in particular the implementer) have sufficient time before

3 For a recent, interesting decision in this respect, see Regional Court Düsseldorf, 31 March 2016, 4a O 73/14, para. 308: Despite the belated declaration of the implementer’s willingness to license, generally the SEP-owner remains obliged to license the SEP under FRAND conditions. Consequently, the late declaration of willingness only means that the SEP holder may (initially) assert a cease-and-desist claim against the defendant in court, without exposing himself to any allegations of abuse.

4 See, from the recent case law, Regional Court Düsseldorf, 13 July 2017, 4a O 16/16; Regional Court Mannheim, 28 September 2018, 7 O 165/16; Higher Regional Court Düsseldorf, 30 March 2017, 1–15 U 66/15; *Picht*, FRAND wars 2.0, [https://papers.ssrn.com/sol3/papers.cfm?abstract\\_id=2916544](https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2916544).

5 Namely in Germany, see, for instance, Regional Court Mannheim, 28 September 2018, 7 O 165/16; Regional Court Düsseldorf, 11 July 2018, 4c O 77/17; Regional Court Düsseldorf, 12 December 2018, 4b O 4/17; Regional Court Düsseldorf, 13 July 2017, 4a O 16/16; Regional Court Düsseldorf, 9 November 2017, 14d O 13/17.

conclusion of the oral hearing to carry out the procedure provided for by the ECJ. Thus, FRAND offers which are submitted or substantiated so late that this is no longer possible cannot be considered in the current proceedings.

[...]

The time until which catching-up is admissible depends on the circumstances of the individual case. The implementer must be given sufficient time to properly react to the offer. If this is no longer possible within the set time limits, the offer shall be deemed not to be FRAND.<sup>6</sup>

Where the patentee has, but the implementer has not complied with its *Huawei v. ZTE* conduct obligations in due course, it is not abusive for the patentee to bring injunction litigation, even though the implementer may be able to catch up during trial.<sup>7</sup>

Evidently, a main advantage of the catching-up approach is its potential to resolve the respective dispute within the ongoing litigation, thereby avoiding the additional resources consumed by throwing out the case, having the parties fulfill their *Huawei v. ZTE* conduct obligations out-of-court, and subsequently starting litigation all over again. On the other hand, however, the prospect of being allowed to catch up on their *Huawei v. ZTE* obligations reduces the parties' incentives to solve their dispute out-of-court instead of litigating right away.

### III. Rejection as currently unfounded in German case law

Even where a SEP holder fails to catch up, all things are not lost. This is because German courts have, at several instances, reverted to reject the patentee's action as currently unfounded instead of throwing it out for good. This approach extends not only to the injunction but also to correlated claims, such as those for recall or destruction. For instance, the Higher Regional Court Düsseldorf stated in one of its cases that:

“The claims for injunction and recall are not enforceable by court as long as the SEP-owner does not comply with its FRAND-statement to the SSO. The respective claims are subject to a dilatory objection, as long as the SEP-owner does not comply with its duties of conduct. The situation is comparable to the situation when a debt claim is not due yet. However, if the SEP-owner does not fulfil its duties until the end of the last oral hearing, the action is to be dismissed as currently unfounded (*derzeit unbegründet*). [...] The same applies to the action to destroy accordingly.”<sup>8</sup>

6 See Regional Court Düsseldorf, 13 July 2017, 4a O 16/16, in particular paras. 396, 407, 428, and the case law cited there.

7 Regional Court Düsseldorf, 31 March 2016, 4a O 73/14, para. 219.

8 Higher Regional Court Düsseldorf, 30 March 2017, I-15 U 66/15, para. 347.

#### IV. Conditional, FRAND, and anti-hold-out injunctions in UK case law

So far, the UK has produced few, but very prominent FRAND injunction cases. Maybe the most conspicuous of them is *Unwired Planet v. Huawei*<sup>9</sup> in which Justice Birss handed down the core decision, undertaking one of the very first detailed FRAND license condition determinations. In *Unwired Planet v. Huawei*, the court granted what one may call a “conditional injunction”. Due to the delaying tactics by the defendant and because the plaintiff assured no longer to pursue the injunction once the defendant consented to take a license, the court accepted what may have been premature injunction litigation:

“706. In the only forum which is admissible before this court Huawei have never made an unqualified commitment to enter into a FRAND licence [...].

709. The position of Unwired Planet in these proceedings involves trying to insist on certain terms (a worldwide licence) but that insistence is not of the same kind as Huawei’s insistence on a UK portfolio licence because Unwired Planet’s approach takes account of the possibility that they may not be entitled to demand what they ask for, whereas Huawei’s stance does not. Unlike Unwired Planet, Huawei’s approach had no fall-back position.

712. So this is an action for a prohibitory injunction, but it is not one in which the patentee has persisted in seeking such an injunction when the defendant has given an unqualified commitment to take whatever licence is FRAND.

795. [...] Any prejudice to Huawei from the commencement of the proceedings has been outweighed by time and by Huawei’s stance in relation to a FRAND licence [...].”<sup>10</sup>

As a result of the proceedings, the court granted a final injunction subject to the taking of a FRAND license. This “FRAND injunction” does not last after the FRAND license terminates, so that the parties can seek, again, the help of the court. Interestingly, when deciding on whether to accept conduct commitments by the implementer instead of granting the injunction, the court referred explicitly to the EU Enforcement Directive’s requirements regarding injunctions under national, Member State patent law:

“1. [...] The first issue I have to decide is what sort of relief should be granted in this case. Unwired Planet press for a final injunction to restrain infringement of the two patents found to be valid and infringed, albeit they also accept that the injunction should be stayed on terms pending any appeal by Huawei to the Court of Appeal. Huawei contend that I should accept certain undertakings from Huawei and not grant a final injunction [...].

20. [...] A FRAND injunction should be in normal form to restrain infringement of the relevant patent(s) but ought to include a proviso that it will cease to have effect if the defendant enters into that FRAND licence. If as in this case, the FRAND licence is for a limited time, shorter than the lifetime of the relevant patents then the injunction should also be subject to an express liberty

<sup>9</sup> *Unwired Planet v. Huawei* [2018] EWCA Civ 2344; [2017] EWHC 1304 (Pat); [2017] EWHC 2831 (Pat), 12/10/2017; [2017] EWHC 711 (Pat).

<sup>10</sup> *Unwired Planet v. Huawei*, [2017] EWHC 711 (Pat), in particular paras. 706 et seq., 795, 806.

to either party to return to court in future to address the position at the end of the term of the FRAND licence. In any case the FRAND injunction should also be subject to an express liberty to apply in the event the FRAND licence ceases to have effect for any other reason.

23. To deal with an appeal the FRAND injunction in the form described can simply be stayed pending appeal on terms to secure appropriate payments in the meantime.

24. I turn to consider whether a FRAND injunction should be granted or whether I should accept the undertakings offered by Huawei instead.

25. The grant or refusal of an injunction is an exercise of the court's discretion. [...] Nevertheless when the holder of an intellectual property right has established infringement and a threat and intention to infringe in future, an injunction will normally be granted. In the words of Art 3 of the Directive on the Enforcement of Intellectual Property Rights (2004/48/EC) an injunction in those circumstances is normally effective, proportionate and dissuasive.

29. [...] In my judgment the undertaking offered by Huawei now is too late. By refusing to offer an unqualified undertaking before trial and before judgment Huawei forced Unwired Planet to come to court and vindicate its rights [...].<sup>11</sup>

*TQ Delta LLC v. Zyxel Communications*<sup>12</sup> became a key injunction case when Justice Carr granted what may be called an “anti-hold-out injunction”. As Zyxel had not paid any royalties to Delta in respect of any SEPs and refused to “agree to submit to the outcome of an appropriate [FRAND] determination”, the court qualified this conduct as a clear case of hold-out and decided that the grant of an injunction at this stage was appropriate, although no more than three months of patent life remained. Justice Carr held that “It seems to me that to deprive the patentee of injunctive relief in these circumstances would be unjust. It would, in effect amount to a compulsory licence by the court [...]”.<sup>13</sup> Furthermore, the court refused to grant the stay of an injunction and the permission to appeal in this case.<sup>14</sup>

## V. Anti-suit injunctions by UK courts

Both *Unwired Planet v. Huawei*<sup>15</sup> and the case *Conversant v. Huawei/ZTE*<sup>16</sup> addressed the matter of an anti-suit injunction against foreign proceedings based on claims to enjoin from patent enforcement and from enforcing a UK (injunction) decision. Since, in both cases, the parties found a compromise on how to deal with the foreign litigation, anti-suit injunction were not actually granted but

11 *Unwired Planet v. Huawei*, [2017] EWHC 1304 (Pat), in particular paras. 1, 20, 23 et seq., 29.

12 *TQ Delta LLC v. Zyxel Communications* [2018] EWHC 1515 (Ch); [2018] EWHC 2577 (Pat); [2019] EWHC 353 (Pat); [2019] EWHC 562 (ChD).

13 *TQ Delta LLC v. Zyxel Communications* [2019] EWHC 745 (Pat).

14 *TQ Delta LLC v. Zyxel Communications* [2019] EWHC 745 (Pat).

15 [2018] EWCA Civ 2344; [2017] EWHC 1304 (Pat); [2017] EWHC 2831 (Pat), 12/10/2017; [2017] EWHC 711 (Pat).

16 *Conversant v. Huawei/ZTE* [2018] EWHC 808 (Pat); [2018] EWHC 2549 (Ch).

they would have been, judging from the cost award decisions. This clearly sends to implementers the message that UK courts are not ready to see their jurisdictional power thwarted by converse foreign litigation.

As to the requirements of a FRAND anti-suit injunction, reference is made to general case law on anti-suit injunctions. According to the decision in *Deutsche Bank AG v. Highland Crusade*,<sup>17</sup> for instance, the party requesting an anti-suit injunction needs to show that (1) England is clearly the more appropriate forum, and (2) justice requires that the claimant in the foreign court should be restrained from proceeding there. As a general rule, the stronger the connection of the foreign court with the parties and the subject matter of the disputes, the stronger the argument against intervention by way of an anti-suit injunction. Even where English courts consider England to be the natural forum and cannot see a legitimate personal or juridical advantage for the claimant to pursue the foreign proceedings, they should not automatically grant an anti-suit injunction. Ultimately, however, the decision whether or not to grant an anti-suit injunction involves an exercise of discretion and the principles governing it contain an element of flexibility.

Drawing on these general rules, the *Conversant v. Huawei/ZTE* court stated that the foreign claims were “[...] vexatious, in that they sought to obstruct, or could have had the effect of obstructing, pending proceedings before the English court; or of undermining or frustrating the performance of a judgment given by the English court.”<sup>18</sup>

## VI. Anti-anti-suit injunctions in German case law

Adding an additional layer to the fierce courthouse race for worldwide FRAND injunctions, the Regional Court Munich I (there are two of them in Munich) has recently issued a preliminary “anti-anti-suit injunction” in *Nokia v. Continental*.<sup>19</sup>

Finding sufficient urgency in the sense of Sec. 937(2) of the German Civil Procedure Code (CPC, in German: ZPO), the court obliged Continental, the SEP implementer, to refrain from applying for an anti-suit injunction in the U. S. which was intended to prohibit Nokia to pursue several patent infringement proceedings concerning European patents registered in Germany before the Regional Courts of Munich, Düsseldorf and Mannheim against a customer of Continental.<sup>20</sup> Continental had filed a main action against – *inter alia* – Nokia in the U. S. for possible breach of FRAND obligations and requested an anti-suit injunction

17 *Deutsche Bank AG v. Highland Crusade Offshore Partners LP* [2010] 1 WLR 1023.

18 *Conversant v. Huawei/ZTE* [2018] EWHC 2549 (Ch), para. 24.

19 Regional Court of Munich I, 11 July 2019, 21 O 9333/19.

20 Regional Court of Munich I, 11 July 2019, 21 O 9333/19, p. 2 et seq.

there, intended to halt the German patent infringement actions against Continental's customers.<sup>21</sup> The urgency justifying the anti-anti-suit injunction resulted from the fact that Continental had applied before the U. S. District Court of the Northern District of California for the anti-suit injunction one month before, on 12 June 2019.<sup>22</sup> Continental was ordered by the Munich Court to withdraw the motion for an anti-suit injunction, and to refrain from further pursuing the anti-suit proceedings against Nokia and the other defendants in the U. S. proceedings regarding an alleged breach of the FRAND commitments and violations of antitrust law.<sup>23</sup>

The Munich court under Judge Pichlmaier found the motion for an anti-anti-suit injunction admissible and with merit, *inter alia* because Germany is the place of effect, resulting in an international and local competence of the Munich Court. Art. 7 no. 2 of the Brussels I Regulation did not apply since Continental is domiciled in the U. S.<sup>24</sup>

Furthermore, an injunction claim was held to exist since patents are protected as "other rights" within the meaning of Sec. 823(1) of the German Civil Code (GCC, in German: BGB).<sup>25</sup> Although issuing the U. S. anti-suit injunction would not directly prevent the applicants from further pursuing the German infringement proceedings due to a lack of enforceable content in Germany,<sup>26</sup> the applicants' continuation of the aforementioned proceedings would have far reaching consequences in the U. S., as they would stand to fear significant economic disadvantages there.<sup>27</sup> Hence, there was at least an indirect prejudice according to the Court.<sup>28</sup> The anti-suit injunction appeared illegitimate to the court since it intended to deprive the applicants of their right of action in Germany, jeopardizing – the Court said – the rule of law and the proper course of justice.<sup>29</sup> Although anti-suit injunctions are an admissible remedy in the U. S., only the legal systems of the Federal Republic of Germany and the EU decide whether a legal act is unlawful, and these jurisdictions do not know and, indeed, reject (according to the Court) the anti-suit injunction concept.<sup>30</sup>

As said, the Court held that the matter was urgent and the applicants' interests in obtaining the preliminary injunction outweighed the respondent's interests.<sup>31</sup>

21 Cf. Regional Court of Munich I, 11 July 2019, 21 O 9333/19, p. 4.

22 Filing 32 of 12 June 2019, U. S. N. D. Cal., Case no. 5:19-cv-02520-LHK – Continental v. Avanci et al.; cf. Regional Court of Munich I, 11 July 2019, 21 O 9333/19, p. 2.

23 Regional Court of Munich I, 11 July 2019, 21 O 9333/19, p. 2 et seq.

24 Regional Court of Munich I, 11 July 2019, 21 O 9333/19, p. 7.

25 Regional Court of Munich I, 11 July 2019, 21 O 9333/19, p. 7.

26 Cf. e.g. Higher Regional Court of Düsseldorf, 10 January 1996, 3 VA 11/95.

27 Regional Court of Munich I, 11 July 2019, 21 O 9333/19, p. 8.

28 Regional Court of Munich I, 11 July 2019, 21 O 9333/19, p. 8.

29 Regional Court of Munich I, 11 July 2019, 21 O 9333/19, p. 8.

30 Regional Court of Munich I, 11 July 2019, 21 O 9333/19, p. 8.

31 Regional Court of Munich I, 11 July 2019, 21 O 9333/19, p. 9.

By filing a motion for preliminary injunction within less than a month from becoming aware of the motion of an anti-suit injunction in the U. S., the applicants had shown through their conduct that the matter was urgent to them.<sup>32</sup> As the Court would have been able to schedule an oral hearing the earliest for 19 July while the deadline for the applicants' submission of statements on the U. S. motion expired on 24 July and the U. S. court would thus have been able to issue an anti-suit injunction from that date on, the applicants ran the risk of losing their rights because prior filing, execution and service of the Munich judgement on the respondent would not have been ensured.<sup>33</sup> Additionally, if the respondent had been heard, the applicants would have run the risk that the respondent, knowing of the present motion, files for preliminary measures against the Munich injunction proceedings in the US.<sup>34</sup> Thus, the Munich Court found that the special procedural situation defeated the principles of procedural equality and legal hearing and dispensed with a hearing prior to issuing the injunction.<sup>35</sup> Finally, the Court emphasized that it should be borne in mind that the Court's preliminary injunction (in contrast to the requested anti-suit injunction) was not intended to deprive the respondent of its rights to bring an action, since the preliminary injunction was in fact not directed against the main proceedings in the U. S.<sup>36</sup>

## VII. Preliminary FRAND injunctions in the Netherlands

Another recent development on preliminary FRAND injunctions took place in the Netherlands, in *Sisvel v. Xiaomi* on 1 August 2019.<sup>37</sup> Sisvel (SEP Holder) required to enjoin all of Xiaomi's sales in the Netherlands, or to grant the injunction subject to Xiaomi's agreement to have a FRAND rate determined in arbitration, or to order Xiaomi to disable the patented functionalities in the phones it sells in the Netherlands. The district court of The Hague dismissed the injunction claim on the grounds of, amongst others, insufficient urgency. Under Dutch procedural law, monetary claims apparently lack sufficient urgency to be heard in preliminary relief proceedings. Furthermore, the parties have been negotiating about a global FRAND license since 2013 and the setting of a royalty rate is underway before UK courts. The decision also contains some interesting language on the general adequacy of addressing FRAND determination matters

32 Regional Court of Munich I, 11 July 2019, 21 O 9333/19, p. 9.

33 Regional Court of Munich I, 11 July 2019, 21 O 9333/19, p. 10.

34 Regional Court of Munich I, 11 July 2019, 21 O 9333/19, p. 10.

35 Regional Court of Munich I, 11 July 2019, 21 O 9333/19, p. 10, with reference to Federal Constitutional Court, 30 September 2018, 1 BvR 1783/17, para. 15.

36 Regional Court of Munich I, 11 July 2019, 21 O 9333/19, p. 11.

37 <https://uitspraken.rechtspraak.nl/inziendocument?id=ECLI:NL:RBDHA:2019:7959> (last seen on 5 September 2019).

in preliminary proceedings given their complexity and the ensuing evidentiary burdens (e. g., the need to hear experts, confidentiality issues<sup>38</sup>).

### VIII. Some take-aways

One can interpret the *Huawei v. ZTE*-FRAND licensing mechanism as an attempt to push back injunctions, based on the notion of patents as strong property rights, in favor of a negotiation-based liability rule securing adequate payments for the use of SEPs.<sup>39</sup> From this perspective, the flourishing EU injunction case law post *Huawei v. ZTE* may come as a surprise. Courts take FRAND cases based on injunction claims and some of them – cf. *Delta v. Zyxxel* – prove willing to grant tough injunctions where they perceive implementer hold-out. Once such litigation underway, courts display a certain tendency – cf. catching-up and rejection as currently unfounded – of getting through with the matter, as far as possible within one thread of proceedings. In the anti-suit and anti-anti-suit decisions described above, this tendency is complemented by a marked determination to protect domestic proceedings against disturbances from foreign litigation. The potentially ensuing battle of courts over deciding a case reflects a fundamental dilemma of intellectual property law: The territoriality principle<sup>40</sup> results in court systems and legal frameworks, which are, to a large extent, local. In modern economy, and very much so in the field of SEP/FRAND, however, disputes oftentimes unfold on a cross-jurisdictional scale. On the other hand, a certain competition between jurisdictions can generate catalytic effects. It may have, for instance, increased the UK courts' willingness to offer the combination of very permissive rules on international jurisdiction,<sup>41</sup> detailed FRAND license determination, tailor-made injunctions, and anti-foreign-suit orders which renders, at present, UK fora very attractive, although much more so to patentees than to implementers. Remains the question, however, whether myriad injunction cases based on (alleged) single patent infringement present a desirable way – and the way desired by the CJEU when ruling on *Huawei v. ZTE* – to order SEP/FRAND

38 On confidentiality in FRAND proceedings, see Picht, Confidentiality in SEP/FRAND Cases – A Critical Overview of the Recent Legal Developments (20 July 2019), Max Planck Institute for Innovation & Competition Research Paper No. 19–08, <https://ssrn.com/abstract=3428272> (print version forthcoming).

39 On the general dichotomy between property and liability rules, see Calabresi/Melamed, Property Rules, Liability Rules, and Inalienability: One View of the Cathedral, 85 Harv. L. Rev. 1089 (1971–1972).

40 In general on the principle of territoriality, see Drexler, in: Münchener Kommentar zum BGB, 7. Auflage 2018, Band 12, IPR II, Internationales Wirtschaftsrecht, Art. 50 – 253 EGBGB, Teil 8. Internationales Immaterialgüterrecht, para. 7.

41 See *Conversant v. Huawei/ZTE* [2019] EWCA Civ 38, in particular paras. 95–97, 104, for further explanations see also paras. 116, 117, 120.

licensing. Answers to this question lie beyond the present contribution but the quest for them should spur future discourse.

### **Zusammenfassung**

Der vorliegende Beitrag gibt einen Überblick über aktuelles SEP/FRAND-Fallrecht in Deutschland, dem Vereinigten Königreich und den Niederlanden. Der Fokus liegt dabei auf Unterlassungsansprüchen. Zu den von den Gerichten und dem Beitrag näher erörterten Fragen gehören etwa die Möglichkeit einer Nachholung von FRAND-Verhaltensschritten während des laufenden Prozesses, bedingte und auf die Verhinderung von hold-out gerichtete Verfügungen der britischen Gerichte, der Umgang niederländischer Gerichte mit einstweiligen Unterlassungsanordnungen, oder auch anti- und anti-anti-suit injunctions.



# Zeitschrift für Geistiges Eigentum

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Die Zeitschrift für Geistiges Eigentum (ZGE) bietet als forschungsorientierte Zeitschrift ein Forum für grundlagenorientierte Abhandlungen zum Patentrecht, Urheberrecht, Kennzeichenrecht und zu verwandten Rechtsgebieten. Dabei stehen nicht nur Fragen des geltenden Rechts im Mittelpunkt, sondern auch die rechtshistorischen, rechtsphilosophischen, methodologischen und – insbesondere – ökonomischen Grundlagen. Da das Recht des geistigen Eigentums wie nur wenige andere Rechtsgebiete vom europäischen Gemeinschaftsrecht geprägt ist, soll die Zeitschrift nicht zuletzt einen Beitrag zur Entstehung einer genuin europäischen Dogmatik leisten.

The Intellectual Property Journal (IPJ) is a research-oriented journal dedicated to patents, copyright, trade marks and related areas of law. It provides a forum for articles which analyze fundamental issues of intellectual property law, including its historical, philosophical, methodological and – in particular – economic foundations. Since intellectual property law has been influenced by European Community law to a greater extent than other areas of private law, the journal will also aim at contributing to the development of a genuinely European doctrine.

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