UPC_CFI_382/2025
Decision on costs
of the Court of First Instance of the Unified Patent Court
Central Division Milan
delivered on 31/07/2025

Headnotes:

1. Art. 69 UPCA, by requiring legal costs to be proportionate and reasonable (see also Rule 152.1 RoP), establishes a legal standard that enables the judge-rapporteur to issue a decision on legal costs. One might ask whether this provision is compliant with Art. 8 and 78 UPCA, which provide for a decision to be issued in principle by a panel. It can be assumed that, once a decision on the merits has been taken, the requirements of proceedings efficiency and proportionality prevail (the decision on costs or damages are usually less complex than that on the merits and can therefore be taken without involving a panel), as stated in the preamble (7) to the RoP '*Decisions on costs and/or damages may take place at the same time or as soon as practicable thereafter. Case management shall be organised in accordance with these objectives*'.
2. Judicial assessment of legal costs may be conducted by the judge-rapporteur either through a *prima facie* assessment of the legal costs, or through a more in-depth investigation of the cost items for which reimbursement is requested, depending on the facts put forward by the applicant. Rule 156.1 applies when the judge-rapporteur wishes to scrutinise in-depth the proportionality and reasonableness for which compensation is requested (Rule 151(d)) or in the case of a lack of substantiation of the costs requested. Once the judge rapporteur issues a request for cost substantiation under Rule 156.1 (RoP), the costs of the proceedings can no longer be assessed equitably. Instead, they are governed by the principle that the burden of proof lies with the party that makes the allegation.
3. Information cannot be withheld from the court on the grounds of confidentiality. The confidentiality procedure outlined in Rule 262A applies to third parties and does not apply to the parties to the proceedings or the Court. This procedure is specifically designed to allow a party to introduce confidential information into the proceedings, safe in the knowledge that it will not be disclosed to third parties.

Keywords: standard of proof for cost compensation, confidentiality.

APPLICANT

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DEFENDANTS

1)	**ZENTIVA K.S.** Praha 10 - Dolní Měcholupy, U kabelovny 130 - 10237 - Prague - CZ	Represented by Marc Lauzeral UPC Representative - Schertenleib 12 rue d'Astorg 75008 Paris
2)	**ZENTIVA PORTUGAL, LDA** Alameda Fernão Lopes, Miraflores, nº 16-A, 8º piso - 1495-190 - Algès - PT	Represented by Marc Lauzeral UPC Representative - Schertenleib 12 rue d'Astorg 75008 Paris

PATENT AT ISSUE

Patent no.	*Proprietor*
EP2501384	Novartis AG

DECIDING JUDGE: Andrea Postiglione, judge-rapporteur

LANGUAGE OF PROCEEDINGS: English

GROUNDS FOR THE DECISION

By Order no. ORD_10348/2025 delivered on 21 March 2025, the Central Division Milan dismissed the application to intervene (App_9038/2025 pursuant to Rule 313 of the Rules of Procedure (RoP)) filed by Zentiva on 28 February 2025 with proceedings UPC_CFI_698/2024 pending before the same Central Division between Accord and Novartis, concluding as follows: "*The application to intervene is dismissed. Applicant [Zentiva] shall bear the costs of these sub-proceedings*."

Under the heading "information about costs and damages", the Order indicates that "NOVARTIS is entitled to ask for legal cost compensation related to these proceedings. Cost ceiling is set at 38,000 euro" (p. 12 of the Order). Recalling CD Milan, UPC_CFI_380/2024, in Insulet v. Menarini, ORD_59988/2024 of 23 December 2024, the Order confirms that: "*intervention pursuant to Art. 313 RoP is a sub-proceeding governed by rule of law in accordance with the adversarial principle. Applicant and [defendant] in the intervention proceedings must be considered as parties for the purpose of Art. 150 RoP. Moreover, 'Successful party' pursuant to Rule 151 is to be considered every winning party at the outcome of said sub-proceeding. Therefore, the party gaining access to the proceedings or successfully preventing the access of a third party into the proceedings is entitled to ask for legal cost compensation pursuant to Art. 69 [UPCA].*"

Novartis claimed compensation for costs totalling €38,000.

Applicant maintained that the defence in the proceedings under Rule 313 RoP was prepared by the international team of lawyers already assisting Novartis in the main proceedings, involving

professionals from Bristows, Trevisan & Cuonzo and Freshfields, also with the assistance of pharma regulatory expert Carla Schoonderbeek from the firm Arnold & Porter "*the variety and, in some respects, the unconventional nature of the claims and arguments raised by Zentiva, combined with the fact that the UPC case-law on applications for intervention pursuant to Rule 313 RoP is obviously still evolving in these early stages of operation of the Court, made it essential for Novartis to draw on the expertise of various lawyers with different national backgrounds, who discussed Novartis' defence"*.

By order of 29 April 2025, (ORD_20363/2025 in ACT_20178/2025) the CD Milan noted that the application was compliant with the requirements of Rule 151, having being filed within one month of the date of the decision (taking into account that 25 April 2025 was a public holiday In Italy), and containing the date of the decision, the action number of the proceedings and the amount of costs requested (€38,000).

Nevertheless, the Court requested that the applicant, under Rule 156.1 RoP, specify and prove in writing the amount of all the costs claimed under Rule 151(d), so that ZENTIVA could file written observations on the singular items of costs.

On 13 May 2025, NOVARTIS submitted as Annex 3 a 'Declaration on costs claimed' issued by Yvonne Madawela and a Confidential Annex A to the Declaration on costs claimed (also filing an application under Rule 262A RoP).

Yvonne Madawela is IP counsel at NOVARTIS AG.

In the declaration, Yvonne Madawela considers "*how best to present the data to meet the request of the Judge rapporteur to specify and prove in writing the amount of the costs claimed pursuant to Rule 156 RoP*" and comes to conclusion that "*merely submitting invoices received by Novartis from its legal representatives and consultants in this case may not be appropriate, as said invoices also refer to work performed for providing assistance in the context of the main proceedings and all the sub-proceedings originating therefrom"*.

The IP counsel then explained to Court that she "*collected and analysed the legal fees incurred by Novartis from its legal representatives on this case – namely, Bristows, Trevisan & Cuonzo, Freshfields (Freshfields Germany and Freshfields Netherlands) and Arnold & Porter [which] provided Novartis with non-duplicative legal assistance in its defence opposing the Zentiva Application*", and that she "*collated and totalled the legal fees incurred by Novartis on the Zentiva Application between 28 February 2025 (i.e. the date on which the Zentiva Application was filed and the date on which [they] began working on the application) and 28 April 2025 (i.e. the date on which the Novartis Application was filed) by each of the abovementioned firms, noting the total number of hours spent on different tasks (e.g. reviewing [Zentiva's] application, studying [the] case and researching and reviewing relevant case-law of the UPC, the European Court of Justice and national courts, drafting and reviewing [the] response to Zentiva's application, etc.) [as] set out in the table presented in confidential Annex A to this declaration*".

Ms Madawela reached the conclusion that the amount of costs paid by NOVARTIS in the proceedings under Rule 313 RoP totalled roughly €61,000 and requested that this Court note that "*Novartis also had to consider carefully how best to present the data to meet the request of the Judge rapporteur to specify and prove in writing the amount of the costs claimed pursuant to Rule 156 RoP, whilst still preserving the confidentiality of the relevant underlying documents from the different representative law firms, which are to be treated as confidential not only vis-à-vis third parties, but also as between the different firms comprising the legal representatives of Novartis"*.

On 19 May 2025, Zentiva did not oppose the application under Rule 262A RoP and asked for an extension of the deadline to file observations.

On 20 May 2025, the Judge-rapporteur extended the deadline to file observations to 27 May 2025.

On 27 May 2025, ZENTIVA lodged observations maintaining that the costs requested by NOVARTIS were neither proportionate nor reasonable, based on the fact:

1) that the opposing party hired 5 different top-tier law firms to assist them in the intervention proceedings,

2) that the ceiling of recoverable costs is meant to be the highest amount of costs related to a specific proceedings and could therefore be reached only in particular situations and if the case so requires (i.e. complexity, variety, etc.),

3) that ZENTIVA filed just one intervention application, which did not require such a weighty defence activity for the defendant,

4) that the issue related to skinny labelling regulation is the bread and butter of every patent litigator experienced in pharmaceutical litigation,

5) that NOVARTIS' statement of defence in the intervention proceedings was limited to a 10-page pleading, so that the amount of 150 billable hours was excessive if not far-fetched,

6) that the Court's rejection of the application to intervene was based on different arguments than those presented by NOVARTIS, as evidence of the weakness of NOVARTIS' submissions,

7) that the cost claim was unsubstantiated since it was based on an affidavit (Madawela's statement) issued by the party itself, while NOVARTIS could have lodged affidavits from their lawyers instead, or the invoices.

ZENTIVA considered that an overcompensation of costs would create or reinforce an abuse of the dominant position of NOVARTIS under Art. 102 TFEU and could prevent manufacturers of generic drugs, especially smaller ones, from launching products and entering the pharma market, which would be to the detriment of both public finances and patients' finances.

By Order of 29 May 2025, the Court granted Novartis a deadline of three additional days to submit brief documents of no more than three pages and an additional four days for Zentiva to respond with documents of no more than three pages.

On 3 June 2025, NOVARTIS rebutted that Annex 3 was a fully substantiated document falling within the scope of "written evidence" pursuant to Rule 170(a) RoP. It was therefore an entirely admissible means of evidence, the probative value of which must be assessed by the Court in the same way as all other written evidence. It is also pointed out that Ms Yvonne Madawela was a solicitor in the Senior Courts of England and Wales of more than 25 years' standing.

As regards the fact that Novartis could have provided affidavits by its legal representatives, NOVARTIS noted that the pleadings and relevant annexes were signed and submitted by Novartis' legal representatives themselves, so one might assume that either Zentiva was putting forward a formalistic, but meaningless, challenge, or that Zentiva was questioning the integrity of Novartis' legal team.

NOVARTIS highlighted the difficulty of the case: the appointment of a multinational team of lawyers was justified when responding to a declaration on non-infringement, which required an investigation into the healthcare systems of most of the UPC Member States, which exhibit significant differences between them.

On 9 June 2025, ZENTIVA replied that Novartis failed to answer the two questions in dispute before the Judge-rapporteur, namely whether Novartis' claim for €38,000 was reasonable and proportionate under CJEU and UPC case-law and whether a mere statement by the claimant was sufficient to justify a cost recovery request.

1. NOVARTIS' request is partially well-founded.

2. The procedure for costs (Art. 69 UPCA and Rule 150 RoP) is conducted in observance of all judicial standards and rules, and mirrors the adversarial process (art. 76.2 UPCA): applicants must set out all the facts, arguments, and evidence relied on (see Rule 151 RoP) and all documents referred to must be attached, in particular (Rule 151(d) RoP) "*an indication of the costs for which compensation is requested*". Defendant, on the other hand, has the right to challenge the facts brought forward by the applicant and is requested to bring to the Court counter-arguments and factual evidence (see Rule 156.1 RoP: "*The judge-rapporteur shall allow the unsuccessful party an opportunity to comment in writing on the costs requested including any item of costs that should be apportioned or borne by each party in accordance with Article 69(1) to (3) of the Agreement")*.

3. The procedure is conducted before an impartial judge (the judge-rapporteur under Rule 156 RoP), ensuring that the trial is fair and that legal rights are respected and concludes with a binding decision issued in writing by the Court (Rule 156.2 RoP), and which is enforceable like any decision on the merits, pending review from the Court of Appeal (Rule 157 RoP). One might ask whether this provision is compliant with Art. 8 and 78 UPCA, which provide for a decision to be issued in principle by a panel. It can be assumed that, once a decision on the merits has been taken, the requirements of efficiency and proportionality prevail (the decision on costs or damages are usually less complex than that on the merits and can therefore be taken without involving a panel), as stated in the preamble (7) to the RoP '*Decisions on costs and/or damages may take place at the same time or as soon as practicable thereafter. Case management shall be organised in accordance with these objectives'*.

4. In the proceedings for costs, factual allegation and evidence submission are, therefore, of great importance. Simply referring to facts and evidence and leaving the Court to reconstruct the events for itself satisfies neither the requirements of Rule 151(d) RoP nor the defendant's right to comment on the applicant's motions (Rule 156 RoP). Lack of factual allegation results in dismissal of the request.

5. The cost proceedings do not simply involve document checking but serve to apply the legal standard of proportionality and reasonableness when assessing the costs claimed by a party (Art. 69 UPCA reflects Article 14 of Directive 2004/48/EC of the European Parliament and of the Council of 29 April 2004 on the enforcement of intellectual property rights (hereinafter "Directive 2004/48" requiring that *reasonable* and *proportionate* legal costs and other expenses incurred by the successful party are, as a general rule, to be borne by the unsuccessful party).

6. The decision on costs determines which party is to bear which costs and to what extent. Whether these costs are equitably apportioned between the parties or not (Art. 69(2) UPCA) belongs to the proceedings on the merits and falls out of the scope of the proceedings for costs under Rule 151 ff. RoP.

7. The judicial nature of cost proceedings and the associated respect of the adversarial principle have been confirmed by the CJEU in two decisions, both issued on 28 April 2022 and both following requests for preliminary rulings under Article 267 TFEU by German Courts, namely cases C-531/20 (NovaText GmbH v. Ruprecht-Karls-Universität Heidelberg) and C-559/20 (Koch Media GmbH v. FU). Case C-531/20 concerned the interpretation of Article 3(1) and Article 14 of Directive 2004/48 (OJ 2004 L 157, p. 45, and corrigendum OJ 2004 L 195, p. 16). In Case C-531/20, the CJEU first noted (§24) that protection of intellectual property rights in accordance with Article 3(1) of Directive 2004/48, must, inter

alia, be fair and equitable and *must not be unnecessarily costly*, and then reiterated (§26) that the terms "*reasonable and proportionate legal costs*" must normally be given an autonomous and uniform interpretation throughout the European Union. Then, applying the ruling in case C-57/15 (United Video Properties, at §39), in which it was found that costs incurred for the assistance of a technical advisor arising immediately and directly from legal action may be included in the notion of "other expenses", the CJEU held that lawyer's fees may fall within the scope of "legal costs" insofar as those costs are directly and closely linked to a judicial action seeking to have such an intellectual property right upheld (at §§39–43).

8. In case C-559/20, the CJEU was asked to clarify whether Art. 14 of Directive 2004/48 may also cover attorneys' fees incurred by an intellectual property rights holder when pursuing a claim against an alleged infringer outside of court, for example by sending a cease-and-desist letter. The CJEU held (§38) that the specific objective pursued by Art. 14 "is fully consistent with the objective generally pursued by Directive 2004/48, namely the approximation of the legislative systems of the Member States in order to ensure a high, equivalent and homogeneous level of protection of intellectual property. In accordance with those objectives, the author of the infringement of the intellectual property rights must generally bear all the financial consequences of his or her conduct (see, to that effect, judgment of 18 October 2011, *Realchemie Nederland,* C-406/09 paragraph 49)."

9. Art. 69 UPCA, by requiring legal costs to be proportionate and reasonable (see also Rule 152.1 RoP), establishes a legal standard that enables the Court to adjudicate on legal costs. The procedure imposes a burden of proof and a standard of proof as regards reasonableness and proportionality of the costs in dispute.

10. "Reasonableness of costs" refers to the necessity of incurring a given expense (legal costs, witnesses, translation, interpretation etc), whereas "proportionality of costs" refers to the appropriateness of the amount paid for a given service. Thus, an expense item may be fairly priced but unnecessary for the case, or necessary for defence but excessively expensive (see Decision ORD_69390/2024 (CD Milan) of 22 July 2025 in UPC_CFI_597/24, page 32).

11. The CJEU, in C-559/20, held that reasonableness *"reflects the general obligation laid down in Article 3(1) of Directive 2004/48, according to which the Member States must ensure, inter alia, that the measures, procedures and remedies necessary to ensure the enforcement of the intellectual property rights covered by that directive are not unnecessarily costly* (see, to that effect, judgment of 28 July 2016, *United Video Properties*, C-57/15 paragraph 24)" (§49) and that proportionality "*cannot be assessed independently of the costs that the successful party actually incurred in respect of the assistance of a lawyer, provided they are reasonable […]. Although the requirement of proportionality does not imply that the unsuccessful party must necessarily reimburse the entirety of the costs incurred by the other party, it does however mean that the successful party should have the right to reimbursement of, at the very least, a significant and appropriate part of the reasonable costs actually incurred by that party* (see, to that effect, judgment of 28 July 2016, *United Video Properties*, C-57/15, paragraph 29)" (§52).

12. The upper limit on reimbursable representation costs, as defined in the Scale of ceilings for recoverable costs set out by the Administrative Committee of the UPC, is thus a general safeguard against undue cost recovery and cannot be circumvented e.g., through duplicative or disproportionate litigation. The ceiling refers only to costs that have already been deemed reasonable, and aims to protect the losing party from the risk of overcompensating the counterparty.

13. For this reason, under Rule 156.1 RoP, the judge-rapporteur may request written evidence of any claimed costs. Only in this way is the judge in a position to carry out the judicial assessment of the costs and to respond to the applicant's claim.

14. Such a request is discretionary. In principle, the cost decision can be issued by the judge-rapporteur even without written substantiation, provided that the documents submitted demonstrate *prima facie* that the costs are reasonable and proportionate. The CJEU noted in fact in C-531/20, that "*in accordance with Article 14 of Directive 2004/48, read in the light of recital 17 thereof, the court having jurisdiction must be able to review in every case the reasonableness and proportionality of the legal costs incurred by the successful party in respect of the assistance of a representative, such as a patent lawyer, and beyond those cases where such a review is required, pursuant to Article 14 of that directive, on equitable grounds"* (§49).

15. The cost review may be conducted, therefore, either through an equitable assessment of the legal costs, or through a more in-depth investigation of the cost items for which reimbursement is requested, depending on the facts put forward by the applicant.

16. NOVARTIS pointed out in this regard that it is sufficient that "*the costs of representation, for which reimbursement is requested [are] stated in the cost assessment proceedings as the Rules of Procedure do not require a specific breakdown of the costs claimed as to which costs were incurred at what time for which specific activity"* quoting LD Munich, UPC_CFI_640/2024, in SSAB v. Tiroler Rohre, Order of 10 February 2025*.*

17. This court does not intend to depart from the findings of the Munich Local Division. It is true, on the one hand, that the rules do not expressly require that a breakdown of costs be provided for the reimbursement of costs, but it is equally true that the court, in accordance with the rules, and in particular with Rule 156.1, may depart from an equitable assessment of costs and consider that the standard of proof has not been met and require that the documents be further substantiated. Rule 156.1 RoP aims to ensure consistent and efficient case management and to establish the fairness of the proceedings (RoP preamble, §5: "*fairness and equity shall be ensured by having regard to the legitimate interests of all parties*"). The Court cannot overlook the interest of the defendant to challenge the facts brought forward by the applicant and to '*comment in writing on the costs requested, including any item of costs that should be apportioned or borne by each party in accordance with Article 69(1) to (3) of the Agreement*'.

18. Rule 156.1 applies when the judge-rapporteur wishes to scrutinise in-depth the proportionality and reasonableness for which compensation is requested (Rule 151(d)) or in the case of a lack of substantiation of the costs requested, i.e. when the defendant is in some way denied the opportunity to defend themselves against the factual allegation of the applicant.

19. Therefore, the ruling of the LD Munich does not seem to apply to this case.

20. In the case at hand, NOVARTIS claimed that (point 7 of their submission of 28 April 2025) "*the costs for representation relating to the Sub-proceedings are higher than the ceiling of Euro 38,000"* without any substantiation of the costs incurred and only relying on the ceiling set out by the judge in the order of 27 March 2025.

21. In doing so, NOVARTIS claimed legal costs based on the maximum claimable based on the ceiling of recoverable costs.

22. The Court observed that it was necessary that NOVARTIS "specifies and proves in writing the amount of all the costs claimed under Rule 151(d), so that ZENTIVA can submit its written observations on the costs claimed".

23. Once the judge-rapporteur issues a request for cost substantiation under Rule 156.1 RoP, the costs of the proceedings can no longer be assessed equitably and are instead governed by the principle of the burden of proof: it rests with the party making the allegation, whether they are the claimant or the defendant, to prove it. Failure to provide the required evidence is generally attributed to the party bearing the burden of proof and may result in the court dismissing the application.

24. NOVARTIS failed to comply with the Court's request under Rule 156.1.

25. NOVARTIS only submitted to the Court a sworn statement by Yvonne Madawela (annex 3), IP counsel at NOVARTIS PHARMA AG, part of NOVARTIS Group, who simply confirmed what NOVARTIS had previously stated in their request for costs: that the total amount billed by the five law firms employed to handle the case was €61,161.16. The statement was accompanied by Annex 'A' (confidential), illustrating the activities carried out by the law firms and the total number of hours billed for any activity without any further piece of evidence (i.e an invoice).

26. These documents do not meet the required standard of proof, i.e. the measure by which a court decides which party has established the facts to a sufficient degree so that the entire case or a particular issue can be decided in its favour. The standard of proof is certainly not a rigid formula. It is a degree or a range of certainty within which facts need to be established and it is bound to the principle of availability of the proof, which provides that the burden of proof must be shared, taking into account the actual possibility for one or other of the parties to prove circumstances falling within their respective domains.

27. Ms Madawela's statement cannot be considered a document or evidence under Rule 170a either. Documents and evidence attest to facts. However, Ms Madawela's statement contains elements of discretionary proof evaluation, which fall within the court's powers. NOVARTIS merely repeated, with the addition of some irrelevant details (number of billable hours and total hours billed), the statement in the application for costs and did not indicate, for instance, which law firm billed a specific number of hours, nor attached any invoice to the statement.

28. The judge-rapporteur believes that NOVARTIS was/is in possession of the invoices issued by the lawyers representing the total costs for which reimbursement was requested, and wonders why this fundamental piece of evidence was not submitted.

29. NOVARTIS chose not to submit these documents to the Court, instead filtering them through an overall assessment by one of its employees, who certified their accuracy and consistency. By doing this, NOVARTIS prevented the Court from assessing itself the factual evidence of the costs incurred. As stated, the responsibility for assessing the reasonableness and fairness of the costs lies with the Court and cannot be delegated to a party-appointed expert or the party itself through one of its employees.

30. Nor can NOVARTIS invoke the principle of confidentiality (Art. 58 UPCA), assuming that data relating to the prices charged by law firms to their clients are covered by confidentiality.

31. On this point, three fundamental observations should be made:

    a. Information cannot be withheld from the court on the grounds of confidentiality. The confidentiality procedure outlined in Rule 262A applies to third parties and

does not apply to the parties to the proceedings or the Court. This procedure is specifically designed to allow a party to introduce confidential information into the proceedings, safe in the knowledge that it will not be disclosed to third parties. Proof is that NOVARTIS implemented the confidentiality procedure and obtained the shield of confidentiality in its full extent.

b. The confidentiality protection under by Rule 262A RoP has a different scope than withholding attorney-client information and is more specifically related to the protection of know-how and trade secrets as defined in Art. 9 of the '*Directive (EU) 2016/943 of the European Parliament and of the Council of 8 June 2016 on the protection of undisclosed know-how and business information against their unlawful acquisition, use and disclosure'*. Rule 262A RoP refers to information '*contained in its pleadings'* and evidence thereof and, therefore, to information identifiable as company secrets and not to information under Rule 118.5. Costs for representation do not fall *per se* within the scope of confidentiality protection under Art. 58 UPCA and Rule 262A RoP, unless they disclose trade information (see ORD_25720/2025 (CD Milan) in ACT_39640/2024 / UPC_CFI_477/2025 "*in principle, the costs of the proceedings are not covered by confidentiality under Rule 262A RoP or by the attorney-client privilege unless they are specifically indicative of the company's financial capacity, its commercial strategy, or the importance of the patent as a corporate asset. Applying these principles, confidentiality as a general principle might also be granted to costs incurred by companies for legal services relating to litigation and patent protection, since this information might indicate the importance that companies attach to the patents they hold and the risk they are willing to take to protect them*").

c. The assessment of the proportionality and reasonableness of the costs must be based precisely on the hourly rates charged by each legal team with regard to each legal activity. No one is better placed than the Court to determine reasonableness and proportionality of the billable hours and hourly rates required for a given legal activity.

32. In light of the above, the judge considers that NOVARTIS has not fulfilled its burden of proof regarding the need to provide the Court with specific information on the costs incurred for its defence and the need to hire five law firms to deal with the request for intervention, bearing in mind that the request to intervene was filed on the basis of a 'skinny labelling practice' that is widely known and debated in patent litigation and is not in itself problematic.

33. Since NOVARTIS has not fulfilled the burden of proof incumbent upon it, NOVARTIS' application can therefore only be accepted to the extent of the legal costs that are not disputed by ZENTIVA.

34. The burden of proof may be overcome by the principle of no-contest. Under Rule 171.2 RoP, a statement of fact that is not specifically contested by any party shall be held to be true as between the parties.

35. Since ZENTIVA in their submission of 27 May 2025, did not dispute costs up to €3,000 (see point 4 "*the cost recovery (of NOVARTIS) must not exceed 3.000 euros"),* this sum must be regarded as the undisputed amount of recoverable costs among the parties.

36. The outcome of the proceedings suggests that each party bear their respective costs.

FOR THESE REASONS

- The Court orders ZENTIVA K.S. and ZENTIVA PORTUGAL LDA jointly and severally to pay to NOVARTIS AG the amount of 3,000 euro as cost compensation related to the application to intervene UPC_CFI 9038/2025.
- Each party shall bear their respective costs of these proceedings.

Milan, 31 July 2025

Judge-rapporteur

Andrea Postiglione

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INFORMATION ABOUT APPEAL

Appeal against a decision on costs is provided for in Rule 157 RoP

INFORMATION ABOUT COSTS AND DAMAGES

Each party shall bear their respective costs.

ORDER DETAILS

Order no. ORD_24048/2025 in ACTION NUMBER: ACT_61148/2024
UPC number: UPC_CFI_382/2025
Action type: Decision on Costs