

UPC_CFI_216/2024 (ACT_25743/2024)
UPC_CFI_556/2024 (CC_53420/2024)

Final Decision (II)

pursuant to R. 365 (1) RoP

Of the Court of First Instance of the Unified Patent Court (UPC) Local Division
Brussels

Rendered on 7 October 2025

Headnotes

1. After reaching a settlement agreement and confirming it pursuant to R. 365 (1) RoP, the parties are entitled to a refund of court fees already paid, taking into account the outstanding court fees, pursuant to R. 370(9)(c) RoP and, alternatively, R. 370(9)(e) RoP.
2. The Rules of Procedure do not restrict the Court's discretion to provide a pragmatic solution with regard to the court fees to be paid and refunded in the run-up to and during a mediation process between the parties.

Keywords

1. Confirmation of a settlement agreement (R. 365 (1) RoP)
2. Reimbursement of court fees (R. 370(9)(c) RoP)
3. Reduction of court fees to be reimbursed (R. 370(9)(e) RoP)

CLAIMANT INFRINGEMENT CLAIM (ACT 25743/2024) / DEFENDANT VALIDITY CLAIM (CC 53420/2024):

CRETES NV: Bissegemstraat 169 - 8560 - Wevelgem (Belgium)

Represented by: Mr. Pieter Callens, Mr. Fay Reynaert, Mr. Hans Verstrepen,
lawyers, with offices at 8500 Kortrijk, President Kennedypark 30A;
Ms Ellen Crabbé, patent attorney, with offices at 9051 Sint-Denijs-Westrem, Pottelsberghelaan 24 (Belgium).
Hereinafter referred to as "CRETES"

DEFENDANT INFRINGEMENT CLAIM (ACT 25743/2024) / PLAINTIFF VALIDITY CLAIM (CC 53420/2024):

HYLER BV : Oude Gentstraat 28A – 8760 Meulebeke (Belgium)

Represented by: Mr Kristof Roox, Ms Eline Van Bogget and Ms Margaux Dejonghe,
lawyers, with offices at 1000 Brussels, Joseph Stevensstraat 7
(Belgium);
Mr Paul Hylarides and Mr Anson Van Rooij, patent attorneys,
with offices at 5611 Eindhoven (the Netherlands), Emmasingel
23.
Hereinafter referred to as "HYLER"

PATENT(S) TO WHICH THE DISPUTE RELATES

Patent No.

- EP3993602
- EP4284152

Patent holder(s)

CRETES NV
CRETES NV

LANGUAGE OF THE PROCEEDINGS:

DUTCH

PANEL/DIVISION:

LD Brussels with the panel consisting of:

- Chairperson/Reporting Judge: **Samuel Granata**
- Legally qualified judge: **András Kupecz**
- Legally qualified judge: **Daniel Voß**
- Technically qualified judge: **Bernard Ledeboer**

DECIDING JUDGE(S):

This final decision is issued by the LD Brussels (full panel).

SUBJECT MATTER OF THE PROCEEDINGS (ORDER):

Confirmation of the settlement by the Court (R. 365 (1) RoP) and reimbursement of court fees

PROCEDURAL BACKGROUND

1. On 24 April 2025, a decision was issued pursuant to R. 105(5) RoP in which (among other things) the parties were requested to inform the Court by 22 August 2025 at the latest whether a mediated solution could be reached. Following a request to this effect, this deadline was extended to 29 August 2025 by order issued on 22 August 2025.
2. On 29 August 2025, the registry of the LD Brussels received notification from the parties that such a mediated solution (in the form of a settlement agreement) had been reached.
3. In a letter dated 5 September 2025 (addressed to the registry of the LD Brussels), CRETES's counsel requested the following:
 - *to confirm the settlement agreement by decision of your Unified Patent Court and to declare this decision enforceable as a final decision in accordance with Rule 365.1 RoP;*
 - *to keep the entire contents of the settlement agreement confidential from the public in accordance with Rule 365.2 RoP;*
 - *to note that the Parties have reached agreement on the costs, so that no decision under Rule 365.4 RoP is required.*

Furthermore, CRETES requested, pursuant to R. 370(9)(c)(ii) RoP, the reimbursement of 40% of the court fees already paid (i.e. 40% of €11,000).

This letter was not initially filed as a request under R. 365(1) RoP. It was filed after the transition to the new CMS, so no UPC request number was assigned.

4. In its request of 17 September 2025 (App_37020/2025), HYLER requested as follows:

Pursuant to Rule 365.1 of the RoP, I hereby inform Your Unified Patent Court that Hyler and Cretes have reached a settlement and request that you approve the settlement agreement. Pursuant to Rule 365.2 of the RoP, I also request that you keep the contents of the settlement agreement confidential. Finally, I inform you that the parties have agreed to a

have reached agreement on the costs, so that no decision under Rule 365.4 RoP is required.

Furthermore, I would respectfully request that your Unified Patent Court reimburse 40% of the court costs paid by Hyler in the amount of EUR 11,000 (Appendix 1), i.e. EUR 4,400, in accordance with Rule 370.9(c)(ii) RoP. This reimbursement can be made to Hyler's account number BE62 0018 2632 2161.

5. By order issued on 24 April 2025 pursuant to R. 105(5) RoP (hereinafter referred to as "R.105(5) RoP Decision") under paragraphs 5 and 6 (and upheld by the renewal decision of 22 August 2025), the following was ruled regarding the value of the case and the court fees:

B.2. Valuation of the case and recoverable costs of the dispute

5. In a provisional ruling (ORD_69215/2024), it was stated that the Reporting Judge would review and confirm the valuation of the case and the recoverable costs of the dispute, as agreed between the parties, as follows:

Value of the case/dispute with regard to court fees:

- Infringement claim in the range between €750,001 and €1,000,000, representing court fees of €11,000 (already paid) plus €4,000 (still to be paid).
- Counterclaim in application of the Decision of the Administrative Commission of 8 July 2022 regarding court fees (under III. 'Other procedures and Actions (Court of First Instance') is the same as the infringement claim, i.e. €11,000 (already paid) plus €4,000 (still to be paid).

Value of the case/dispute with regard to the ceiling for recoverable costs:

- in the bracket between €1,000,001 and €2,000,000, which implies a ceiling of €200,000.

6. Furthermore, the parties were informed that:

- if no mediated solution is reached and the case has to be heard before the UPC, these additional (outstanding) amounts must be transferred prior to the oral hearing of the case (in which case a deadline will be set in the final decision, depending on the relay date) (see further under margin **number 15**).
- if a mediated solution is reached, these outstanding amounts will be taken into account in the light of any court fees to be refunded.

6. Paragraph 15 of the R.105(5) RoP Decision then stipulated the following with regard to the outstanding court fees if no mediated solution was reached:

Action	Deadline
(...)	(...)
if no mediated solution is reached and the case has to be assessed by the UPC, the additional (outstanding outstanding) court fees must be paid	1 September 2025
(...)	(...)

7. In its provisional decision of 18 September 2025, the Court requested written comments on the following:

6. (...)

The Court wishes to receive written comments from the parties on the amount of the court fees to be refunded in light of the decision issued pursuant to R. 105 (5) RoP on 24 April 2025 (and upheld by the extension decision of 22 August 2025). This order could give rise to a right to reimbursement of €2,000 (as opposed to the €4,400 claimed), calculated as follows (the same calculation applying to both the infringement claim and the counterclaim):

<i>Court fees already paid</i>	€11,000
<i>Court fees still to be paid (in line with the decision of 24 April 2025)</i>	€4,000
Total	€15,000
<i>Court fees to be refunded (from the court fees already paid)</i>	€4,400
<i>60% of court fees still to be paid (i.e. difference between court fees still to be paid minus the amount to be refunded (40%) if the court fees would be paid)</i>	-€ 2,400
Potential total court fees to be reimbursed to each of the parties	€2,000

8. In separate letters dated 26 September 2025, the parties submitted their written comments.

ARGUMENTS OF THE PARTIES

9. The arguments of the parties are similar and can be summarised as follows:

- The additional court fees of €4,000 (as stated in R.105(5) of the RoP Decision) only became payable from 1 September 2025. This would follow from the decision of 24 April 2025, which stated that if no mediated solution was reached, the additional court fees would only become due and payable from 1 September 2025. Given that the parties informed the Court prior to this date of the settlement agreement reached, there can be no question of (additional) court fees being due.
- The literal text of R. 370.9(c) RoP only provides for a system of 'reimbursement'. This provision can only relate to the reimbursement of court fees that have actually been paid.

ASSESSMENT

9. The Court rules that the parties are only entitled to reimbursement of €2,000 and justifies this as follows:

- The decision issued on 24 April 2025 pursuant to R. 105 (5) RoP is clear and not open to interpretation. It informs the parties that:
 - *if a mediated solution is reached, these outstanding amounts will be taken into account in the light of any court fees to be reimbursed.*
- The due date to which the parties refer (1 September 2025) relates to the circumstance that the parties would not find a mediated solution. This situation did not arise, so the due date (and argumentation) cannot be applied after a mediated solution has been reached.

- The fact that additional court fees of €4,000 per party were not immediately claimed is a pragmatic solution whereby this sum was not claimed first, only to have to repay 40% of it later if a mediated solution was reached, whereby the Court sought to create an optimal negotiating framework so that a mediated solution could be reached and no unnecessary transfers had to be made. There is no rule in the Rules of Procedure that stands in the way of such a pragmatic approach. Moreover, the Court must always strive for a pragmatic approach in the interests of the parties.
- A literal reading of R. 370(9)(c) RoP does not preclude the above pragmatic approach either. R. 370(9)(c) RoP states as follows:

"If the parties have concluded their action by way of settlement, the party liable for the Court fees will be reimbursed by: (...)"

This rule stipulates that a party that is "liable" for the court fees is entitled to a "refund" of a certain percentage of the court fees if an agreement is reached between the parties. It is clear from R.105(5) of the Rules of Procedure that each of the parties is "liable" for payment of an additional sum in court fees (i.e. €4,000 per party). In view of this liability, this outstanding sum must be included in the right to reimbursement of the sums already paid (€11,000), as stated in R.105(5) RoP Decision.

- Alternatively, reference can be made to the application of R. 370(9)(e) RoP, which states as follows

"In exceptional cases, having regard, in particular, to the stage of the proceedings and the procedural behaviour of the party, the Court may deny or decrease the reimbursement payable according to paragraph 9 (b) and (c) of the aforementioned provisions."

The pragmatic solution determined by the Court in R.105(5) RoP Decision, can be considered an exceptional situation in application of the above rule, taking into account the stage of the proceedings at which, before the interim proceedings were concluded and the parties indicated that they would seek a mediated solution, the outstanding court fees had not yet been claimed in order to give the mediation proceedings every chance of success. This situation therefore gave rise to a reduction in the court fees to be reimbursed, taking into account the outstanding court fees that the parties still had to pay.

DECISION

The Court rules as follows (after hearing the parties):

1. Terminates the following UPC proceedings after reaching a mediated solution:
 - UPC_216/2024 (ACT_25743/2024)
 - UPC_556/2024 (CC_53420/2024)
2. Confirms the settlement agreement submitted by the parties in accordance with R. 360 (1) RoP (R. 11 (2) RoP).
3. Orders that the full content of the settlement agreement be kept confidential from the public in accordance with R. 365 (2) RoP.
4. Confirms, pursuant to R. 365 (4) UPC, that the parties reached an agreement in the context of the settlement agreement regarding the allocation of costs and confirms this allocation as such.

5. Orders the *Registrar* of the UPC to reimburse the following sums to the respective parties:
- To NV CRETES **€2,000** in light of the termination of the proceedings known as UPC_216/2024 (ACT_25743/2024)
 - To BV HYLER **€2,000** in light of the termination of the proceedings known as UPC_556/2024 (CC_53420/2024)

Issued on 7 October 2025 by the full panel consisting of Mr S. GRANATA, Mr A. KUPECZ, Mr D. Voß and Mr B. Ledeboer:

Samuel GRANATA Judge-Rapporteur / President	SamuelRocco MGranata Digitally signed by Samuel Rocco M Granata Date: 7 October 2025, 11:44:53 +02'00'
András Kupecz	AndrásFerenc Kupecz Digitally signed by András Ferenc Kupecz Date: 7 October 2025 09:14:04 +02'00'
Daniel Voß	DanielVoß Digitally signed by Daniel Voß Date: 7 October 2025 08:18:56 +02'00'
Bernard Ledeboer	BernardChristiaan Ledeboer Digitally signed by Bernard Christiaan Ledeboer Date: 7 October 2025, 09:33:57 +02'00'
Registrar LD Brussels	DÉBORAH PATRICIA A PLETINCKX Digital signature of DEBORAH PATRICIA A PLETINCKX Date: 2025.10.07 13:29:23 +02'00'

Information about appeal

In accordance with R. 363(2) RoP, this decision is a final decision within the meaning of R. 220(1)(a) RoP. This decision may therefore be appealed before the Court of Appeal by any party that has been wholly or partially unsuccessful, within two months of the date of notification (Art. 73(1) UPCA, R. 220(1)(a), R. 224(1)(a) RoP).

CASE DETAILS (OLD CMS):

Action number (a):	Ord_XXX/2025 App_XXXX/2025 (not charged in the old CMS)
Action number (b):	Ord_37148/2025 - App_37020/2025
(a)	
Procedure number:	ACT_25743/2024
UPC number:	UPC_CFI_216/2024
Nature of the claim:	Infringement
claim (b)	
Procedure number:	CC_53420/2024
UPC number:	UPC_CFI_556/2024
Nature of the claim:	Validity claim