



Central Division Paris Seat

UPC_CFI_104/2025

UPC_CFI_364/2025

Procedural Order

**of the Court of First Instance of the Unified Patent Court
issued on 18 December 2025**

CLAIMANT

IMI Hydronic Engineering Deutschland GmbH
(Claimant) - Völlinghauser Weg 2 - 59597 -
Erwitte - DE

Represented by Clemens
Bauer, Müller Schupfner &
Partner mbB

DEFENDANT

Belparts Group N.V.
(Defendant) - Wingepark 4 - 3110 - Rotselaar
- BE

Represented by Florian Henke,
Eisenführ Speiser PartGmbB

PATENT AT ISSUE

Patent no.

Proprietor

EP3812870

Belparts Group N.V.

DECIDING JUDGES

This order is issued by the presiding judge and judge-rapporteur Marjolein Visser, the legally qualified judge Maximilian Haedicke and the technically qualified judge Andrea Perronace.

COMPOSITION OF PANEL – FULL PANEL

Presiding judge and judge-rapporteur	Marjolein Visser
Legally qualified judge	Maximilian Haedicke
Technically qualified judge	Andrea Perronace

LANGUAGE OF PROCEEDINGS: English

SUBJECT-MATTER OF THE PROCEEDINGS

Revocation action
Application to amend a patent
Counterclaim for infringement
- Request for security for costs (R. 158 RoP)

SUMMARY OF THE PROCEEDINGS

1. By Statement for revocation dated 10 February 2025, IMI Hydronic Engineering Deutschland GmbH (IMI) commenced a revocation action (ACT_6739/2025 UPC_CFI_104/2025) against Belparts Group N.V. (Belparts) before the CD Paris regarding the patent at issue.
2. Belparts lodged a Statement of defence (revocation action), together with an Application to amend a patent (App_19185/2025 UPC_CFI_104/2025 and a Counterclaim for infringement (CC_19180/205 UPC_CFI_364/2025) on 23 April 2025 (corrected on 28 April 2025).
3. On 30 June 2025, IMI filed a Reply to statement of defence (revocation action), together with a Defence to the counterclaim for infringement. The Defence inter alia contains a request to order Belparts to provide security pursuant to R. 158.1 RoP in the amount of EUR 500.000.
4. On 30 July 2025, Belparts filed a Rejoinder to the reply to the statement of defence (revocation action), together with a Reply to the defence to the counterclaim for infringement.
5. On 29 August 2025, IMI filed a Rejoinder to the reply to the defence to the counterclaim for infringement.
6. The interim conference has been held on 11 December 2025. The request for security for costs was discussed by the parties in the presence of the full panel.

REQUESTS

7. In the Reply to statement of defence/Defence to the counterclaim for infringement, IMI requests that Belparts is ordered to provide security pursuant to R. 158.1 RoP in the amount of EUR 500,000 within a time period set by the Court. IMI argues that it appears that Belparts is economically vulnerable at present and that according to the database Northdata, the Defendant had to absorb a loss of EUR 879,489 in 2023, despite having a relatively low total balance sheet of EUR 4,653,438.
8. In the Rejoinder to the reply to the statement of defence/Reply to the defence to the counterclaim for infringement, Belparts requests that IMI's request for a security for costs is rejected. Belparts argues that a defendant does not have to provide security for costs in light of the clear wording of Art. 69 (4) UPCA (UPC_CoA_596/2024). Belparts further argues:
 - Belparts is seated in an EU country.
 - Belparts is not economically vulnerable. Its financial situation is demonstrated *inter alia* by its sizable patent portfolio.
 - With respect to the financial situation it is noteworthy that even due to the strong impacts of the COVID pandemic Belparts achieved a positive net result in accounting year closing 31 December 2022 showing an income before taxes of EUR 4,770,927. The annual accounts are publicly available on the website of Banque National de Belgique.
 - The annual accounts closing 31 December 2023 show an income before taxes of EUR 878,530 due to significant debt reductions.
 - For the financial year 2024, the equity position of Defendant remains positive. The financial analysis shows the debt reductions, as the overall debt ratio is decreasing over the past years from 65.85% in 2022 to 46.90% in 2024. Long-term external loans are limited (only 2.3% of total long-term debt) in financial year 2024.
 - Belparts is part of the AFRISO Group, led by the company AFRISO-WERK Georg Fritz GmbH & Co. KG, Güglingen, Germany, a company with over 1,000 employees and a turnover of over EUR 180 million in 2023 and a corresponding profit of over EUR 10 million. This company gives a binding assurance to bear the costs to be reimbursed by Belparts to IMI within the applicable ceilings for recoverable costs in the proceedings at hand, in case Belparts should lose the legal dispute.
9. Belparts has submitted an excel sheet of its patent portfolio, a written statement by its auditor and a written declaration of AFRISO-WERK Georg Fritz GmbH & Co. KG.
10. In the Rejoinder to the reply to the defence to the counterclaim for infringement, IMI responded to the declaration of AFRISO-WERK Georg Fritz GmbH & Co. KG. It argued that this is not a sufficient security because it is not a directly enforceable, irrevocable, unconditional and unlimited guarantee for the legal costs incurred.
11. During the interim conference, IMI has clarified that the request for security is filed in the counterclaim for infringement. In these proceedings, IMI is to be seen as the defendant, and therefore it can request security for costs, according to IMI. IMI has further contested that a patent portfolio can form an indication for solvency, because the patents could be pledged. It further underlined that in 2023, there has been a loss of around EUR 800.000/900.000 in stead of an income, as follows from the statement by Belparts' auditor. It also pointed out the debt rate of 50% in 2024 noted in the statement of the

auditor. With regard to the assurance, IMI argued that this does not constitute a deposit or bank guarantee, as is required by R. 158.1. RoP.

12. Belparts has underlined that even though debts were paid, it had a positive balance in 2024. It further argued that according to case-law, a patent portfolio can be taken into account. Finally it has underlined the importance of the binding assurance by group company AFRISO-WERK Georg Fritz GmbH & Co. KG.

GROUNDS FOR THE ORDER

13. Pursuant to Art. 69(4) UPCA, at the request of the defendant, the Court may order the applicant to provide adequate security for the legal costs and other expenses incurred by the defendant which the applicant may be liable to bear, in particular in the cases referred to in Art. 59 to 62 UPCA. According to R. 158.1 RoP, at any time during proceedings, following a reasoned request by one party, the Court may order the other party to provide, within a specified time period, adequate security for the legal costs and other expenses incurred and/or to be incurred by the requesting party, which the other party may be liable to bear. Where the Court decides to order such security, it shall decide whether it is appropriate to order the security by deposit or bank guarantee.
14. In the order of 9 July 2025 (CoA_431/2025 APL_23095/2025, Chint v Jingao, para 10 and 11) the Court of Appeal has ruled that when exercising its discretion under Art. 69(4) UPCA and R.158 RoP, the Court must determine, in the light of the facts and arguments brought forward by the parties, whether the financial position of the claimant gives rise to a legitimate and real concern that a possible order for costs may not be recoverable and/or how likely it is that a possible order for costs by the Court may not be enforceable, or that enforcement may be unduly burdensome. The burden of substantiation and proof of why an order for security for costs is appropriate in a particular case is on the party applying for security for costs (CoA 17 September 2024, UPC_CoA_218/2024 APL_25922/2024, Audi v NST). The Court of First Instance has a margin of discretion when deciding on a request for security for costs (CoA 17 September 2024, UPC_CoA_218/2024 APL_25922/2024, Audi v NST).
15. Belparts is seated in Belgium and IMI has (therefore) not argued that it is likely that a possible order for costs by the Court may not be enforceable, or that enforcement may be unduly burdensome. The second ground for ordering security therefore does not apply.
16. With regard to the first ground for ordering security, IMI has not succeeded to substantiate and proof that the financial position of Belparts gives rise to a legitimate and real concern that a possible order for costs may not be recoverable. IMI only stated that according to the database Northdata, there has been a loss of EUR 879,489 in 2023 and a balance sheet of EUR 4,653,438. It did not provide any more facts, nor did it provide any evidence. Belparts has contested that this would lead to the conclusion that it is economically vulnerable and has provided evidence regarding its financial position. Against this background and given that the burden of substantiation and proof of why an order for security for costs is appropriate is on IMI, the request for security for costs will be dismissed.

17. For this reason, it can be left open whether IMI, as claimant in the revocation action and defendant in the counterclaim for infringement, can request security for costs in the counterclaim for infringement pursuant to Art. 69 UPCA and R. 158.1 RoP (see CoA 20 June 2025, UPC_CoA_393/2025 APL_20694/2025, AorticLab v Emboline with regard to a counterclaim for revocation). It can also be left open whether the assurance by AFRISO-WERK Georg Fritz GmbH & Co. KG, although it cannot form or replace a deposit or bank guarantee by the claimant as meant in R. 158.1 RoP, can be of relevance for the question whether security for costs is appropriate (see CoA 29 November 2024, UPC_CoA_548/2024 APL_52969/2024, Aarke v Soda Stream, para 21).

ORDER

18. The request for security for costs is dismissed.

Visser, presiding judge and judge-rapporteur	<p>Marjolein Jeanette Johanna Visser</p>  <p>Signature numérique de Marjolein Jeanette Johanna Visser Date : 2025.12.18 15:32:39 +01'00'</p>
Haedicke, legally qualified judge	<p>Maximilian Wilhelm Haedicke</p>  <p>Digital signiert von Maximilian Wilhelm Haedicke DN: cn=Maximilian Wilhelm Haedicke, c=DE Datum: 2025.12.18 16:38:21 +01'00'</p>
Perronace, technically qualified judge	<p>Andrea Perronace</p>  <p>Firmato digitalmente da Andrea Perronace DN: cn=Andrea Perronace, c=IT Data: 2025.12.18 17:55:11 +01'00'</p>