



Mannheim local division
UPC_CFI_662/2025
(CCFR: UPC_CFI_160/2026)

Decision
of the Court of First Instance of the Unified Patent Court
delivered on 29 May 2026
concerning EP 3 799 333
(Withdrawal of the counterclaim for infringement and nullity)

Claimant

Nokia Solutions and Networks Oy
Karakaari 7 - 02610 - Espoo - FI

represented by Tim Smentkowski

DEFENDANT:

- 1) **Zhejiang Geely Holding Group Co., Ltd.**
No. 1760 Jiangling Road, Binjiang District
- 310051 - Hangzhou City - CN
- 2) **Geely Automobile Holdings Ltd.**
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- 3) **Lynk & Co International AB**
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- 4) **Lynk & Co Sales Germany GmbH**
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- 5) **Lynk & Co Sales Netherlands B.V.**
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- 6) **Lynk & Co Sales France SAS**
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- 7) **Lynk & Co Sales Belgium SRL**
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- 8) **Lynk & Co Sales Italy S.R.L.**
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- 9) **Lynk & Co Sales Sweden AB**
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- 11) **Zeekr Germany GmbH**
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- 12) **Zeekr Sweden AB**
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Österhaninge - SE
- 13) **Zeekr Danmark ApS**
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- 14) **Lotus Technology Innovative Ltd.**
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- 15) **Lotus Cars Europe B.V.**
Johan Huizingalaan 400a - 1066JS -
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- 16) **Lotus Cars Deutschland GmbH**
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- 17) **Lotus Cars France SAS**
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- 18) **Lotus Cars Belgium SRL/BV**
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- 19) **Lotus Cars Austria GmbH**
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- 20) **Lotus Cars Danmark ApS**
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- 21) **Lotus Cars Nederland B.V.**
Johan Huizingalaan 400a - 1066JS -
Amsterdam - NL
- 22) **Lotus Cars Italia S.r.l.**
Via Washington Giorgio 70 - 20146 -
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- 23) **Lotus Cars Sverige AB**
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- 24) **smart Automobile Co. Ltd.**
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Province - CN
- 25) **smart Europe GmbH**
Esslinger Straße 7 - 70771 - Leinfelden-
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- 26) **smart Austria Automotive GmbH**
Am Belvedere 10 - 1100 - Vienna - AT
- 27) **smart Belgium S.r.l.**
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Saint-Lambert - BE
- 28) **smart Automobile France SAS**
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- 29) **smart Nederland B.V.**
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- 30) **smart Italia S.r.l.**
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Rome - IT
- 31) **smart Portugal Unipessoal Lda.**
Rua Gottlieb Wilhelm Daimler 20 - 2710 -
037 - Sintra - PT
- 32) **smart Sweden AB**
Pumpgatan 1 - 41755 - Gothenburg - SE

Defendant represented by:

Steffen Elmar Steininger

PATENT IN DISPUTE:

European Patent EP 3 799 333 PANEL:

Mannheim local division JUDGES:

This decision was delivered by the judge-rapporteur, Mr Sender. LANGUAGE OF THE

PROCEEDINGS: German

SUBJECT MATTER: Counterclaim for patent infringement and nullity – withdrawal and refund of fees

BRIEF SUMMARY OF THE FACTS:

The claimant applies, prior to the conclusion of the written procedure – with the defendant's consent – for leave to withdraw the infringement action. The defendants, for their part – with the Claimant's consent – request permission to withdraw the counterclaim for invalidity. Both parties declare that they will not submit any claims for costs. In connection with their respective applications for permission to withdraw the claims, the parties have also each submitted an application for reimbursement of fees.

In this regard, the Claimant is of the view that the amount of the reimbursement is governed by Rule 370.9(b) (i) of the RoP, in the version applicable until 31 December 2025.

FOUNDATIONS FOR THE DECISION:

The withdrawal is in accordance with the mutual consent of the parties and is granted, Rule 265 of the RoP. No decision on costs is required because the parties have jointly declared that they will not submit any claims for costs (see, for example, Court of Appeal, decision of 28 May 2025, UPC_CoA_808/2024).

The partial reimbursement of the court fees advanced for the infringement and nullity counterclaim is based on R. 370.9(b) and R. 370.11 of the RoP.

In this regard, the Court of Appeal has since clarified that, for applications for reimbursement of fees filed after 31 December 2025, Rule 370.9(b) of the RoP, in the version applicable since 1 January 2026, applies even if the (withdrawn) action was filed before 1. January 2026 (see most recently Court of Appeal, decision of 26 May 2026, UPC_CoA_916/2025, para. 18 et seq. with further references – HUROM v NUC). Contrary to the Claimant's view, therefore, (only) 50% of the court fees paid are to be reimbursed in the present case.

In the absence of better information, the value of the claim, as determined for the infringement and nullity counterclaims respectively and remaining uncontested, corresponds to the figure stated in the statement of claim and the statement of nullity counterclaim.

DECISION:

1. The withdrawal of the infringement action (UPC_CFI_662/2025) is granted on the Claimant's application.
2. The withdrawal of the counterclaim for nullity (UPC_CFI_160/2026) is granted on the defendant's application.
3. The proceedings referred to in points 1 and 2 are hereby declared closed in their entirety.
4. This decision shall be entered in the register.
5. No decision on the parties' costs is required.
6. The Registrar is ordered – dismissing the further application for reimbursement – to pay the Claimant, as soon as possible, 50% of the court fees paid by her in relation to the infringement action referred to in point 1 (€43,000) and thus a sum of €21,500 to the account specified in the application of 27 May 2026

7. The Registrar is ordered to reimburse the defendants as soon as possible 50% of the court fees paid by them in relation to the counterclaim for nullity referred to in paragraph 2 (€26,500) and thus a sum of €13,250 to the account specified in the application of 27 May 2026.
8. The value in dispute for the infringement action and the counterclaim for annulment is set at
€5,000,000.

Issued in Mannheim on 29 May 2026

NAME AND SIGNATURE

Issuing Judge-
rapporteur