



## Munich local division

UPC\_CFI\_661/2025

UPC\_CFI\_236/2026

# Decision

of the Court of First Instance of the Unified Patent Court,  
Munich local division  
issued on 1 June 2026

### CLAIMANT AND COUNTER-DEFENDANT

**Nokia Technologies Oy**, represented by its President, Karakaari 7, 02610 Espoo, Finland,

represented by: Attorneys-at-law Tim Smentkowski, Dr Arno Riße, Jan Wergin, Tuğçe Altun, Julija Kravtsova and Dr Vito Tamburo, Arnold Ruess Attorney-at-law PartmbB, Königsallee 59a, 40215 Düsseldorf, Germany, and

patent attorney Dr Cletus von Pichler, Samson & Partner Patentanwälte mbB, Widernmayerstraße 6, 80538 Munich, Germany.

### DEFENDANTS AND COUNTERCLAIMANTS

1. **Zhejiang Geely Holding Group Co., Ltd.**, No. 1760 Jiangling Road, 310051 Binjiang District, Hangzhou City, People's Republic of China,

*in Mandarin:*

浙江吉利控股集团有限公司

*Pinyin translation:*

Zhejiang Jili Holding Group Co., Ltd.

represented by its Chairman Li Shufu and the rest of the Board of Directors, *ibid*,

2. **Geely Automobile Holdings Ltd.**, c/o Maples Corporate Services Limited, PO Box 309, Uglund House, South Church Street, George Town, Grand Cayman, KY1-1104 Cayman Islands, represented by its Chairman Li Shufu and the rest of the Board, *ibid*,
3. **Lynk & Co International AB**, Planetgatan 6, 41755 Gothenburg, Sweden, represented by its Managing Director Nicolas Hugo E. Lopez Appelgren, *ibid*,
4. **Lynk & Co Sales Germany GmbH**, Große Hamburger Straße 32, 10115 Berlin, Germany, represented by its managing directors Nicolas Hugo E. Lopez Appelgren and Zhiyan Ma, *ibid*,
5. **Lynk & Co Sales Netherlands B.V.**, Rokin 75, 1012KL Amsterdam, Netherlands, represented by its managing directors Nicolas Lopez Appelgren, Lloyd Raymond de Meza and Zhiyan Ma, *ibid*,
6. **Lynk & Co Sales France SAS**, 131-151 Rue du 1er Mai, 92000 Nanterre, France, represented by its managing directors Nicolas Lopez Appelgren, Zhiyan Ma, Grant Thornton, at the same address,
7. **Lynk & Co Sales Belgium SRL**, Drukkerijstraat 18/20, 2000 Antwerp, Belgium, legally represented by its managing directors Nicolas Lopez Appelgren, Zhiyan Ma, Le Ma, Lloyd de Meza, *ibid*,
8. **Lynk & Co Sales Italy S.R.L.**, Via Mazzini Giuseppe 9, 20123 Milan, Italy, represented by its managing directors Nicolas Lopez Appelgren and Zhiyan Ma, *ibid*,
9. **Lynk & Co Sales Sweden AB**, c/o Lynk & Co International AB, Planetgatan 6, 41755 Gothenburg, Sweden, represented by its managing directors Carl Lennart Patric Holm, Nicolas Lopez Appelgren and Zhiyan Ma, *ibid*,
10. **Zeekr EU B.V.**, Jachthavenweg 12, 1081KJ Amsterdam, Netherlands, represented by its managing directors An Conghui, Yimin Chen and Huiqiong Han, at the same address,
11. **Zeekr Germany GmbH**, Magellan-Allee 4, 65479 Raunheim, Germany, represented by its managing director Huiqiong Han, *ibid*,
12. **Zeekr Sweden AB**, Albybergsringen 1, 13769 Österhaninge, Sweden, represented by its managing directors Giovanni Lanfranchi and Eddie Christopher Holmqvist, *ibid*,
13. **Zeekr Danmark ApS**, Herstedøstervej 27, 2620 Albertslund, Denmark, represented by its managing director Huiqiong Han, *ibid*,

14. **Lotus Technology Innovative Ltd.**, 18 Vine Hill, London, EC1R 5DZ, United Kingdom, represented by its managing director Qinfeng Feng, *ibid*,
15. **Lotus Cars Europe B.V.**, Johan Huizingalaan 400a, 1066JS, Amsterdam, Netherlands, represented by its managing director Giuseppe Mele, *ibid*,
16. **Lotus Cars Deutschland GmbH**, Franz-Joseph-Straße 11, 80801 Munich, Germany, represented by its managing director Youssef El Khamlichi, *ibid*,
17. **Lotus Cars France SAS**, 250 Bis Boulevard Saint-Germain 75007 Paris, France, represented by its managing director Youssef El Khamlichi, *ibid*,
18. **Lotus Cars Belgium SRL/BV**, Avenue du Pesage 61, 1050 Ixelles, Belgium, represented by its managing director Youssef El Khamlichi, *ibid*,
19. **Lotus Cars Österreich GmbH**, c/o PHH Rechtsanwältinnen GmbH, Julius-Raab-Platz 4, 1010 Vienna, Austria, represented by the managing director Niels de Gruijter, *ibid*,
20. **Lotus Cars Danmark ApS**, c/o Highbridge Advokatanpartsselskab, Højbro Plads 10, 1200 Copenhagen, Denmark, represented by its managing director Youssef El Khamlichi, at the same address,
21. **Lotus Cars Nederland B.V.**, Johan Huizingalaan 400a, 1066JS, Amsterdam, Netherlands, represented by its managing director, Giuseppe Mele, at the same address,
22. **Lotus Cars Italia S.r.l.**, Via Washington Giorgio 70, 20146 Milan, Italy, represented by its managing director, Giuseppe Mele, at the same address,
23. **Lotus Cars Sverige AB**, Kåbäcksvägen 1, 433 38 Partille, Gothenburg, Sweden, represented by its managing director Youssef El Khamlichi, at the same address,  
alternative address for service: authorised representative Daniel Alexander Jessen Winbo, Götavägen 1, 752 36 Uppsala, Sweden,
24. **smart Automobile Co. Ltd.**, No. 818 Binhai 2nd Road, Qianwan New District, 315336 Ningbo City, Zhejiang Province, People's Republic of China,  
*in Mandarin:*  
**智马达汽车有限公司**  
*Pinyin translation:*  
Zhimada Automobile Co. Ltd.  
represented by its Chairman Li Shufu and the rest of the Board of Directors, *ibid*,

25. **smart Europe GmbH**, Esslinger Straße 7, 70771 Leinfelden-Echterdingen, Germany, represented by its managing directors Dirk Adelman and Martin Günther, *ibid*,
26. **smart Austria Automotive GmbH**, Am Belvedere 10, 1100 Vienna, Austria, represented by its Managing Director Sarah Lamboj, at the same address,
27. **smart Belgium S.r.l.**, Avenue de Péage 68, 1200 Woluwé-Saint-Lambert, Belgium, represented by its managing directors Dirk Adelman, Martin Günther and Henry Wattel, at the same address
28. **smart Automobile France SAS**, 7 Avenue Niepce, 78180 Montigny-le-Bretonneux, France, represented by its managing director Cyril Bravard, at the same address,
29. **smart Nederland B.V.**, Ravenswade 4, 3439LD Nieuwegein, Netherlands, represented by its managing director Ronald Wilhelmus Petrus Ramak, at the same address,
30. **smart Italia S.r.l.**, Via di Quarto Peperino 22, 00188 Rome, Italy, represented by its managing director Lucio Tropea, at the same address,
31. **smart Portugal Unipessoal Lda.**, Rua Gottlieb Wilhelm Daimler 20, 2710 – 037 Sintra, Portugal, represented by its managing director Bernardo Miguel Gomes Pereira Correa Villa, at the same address,
32. **smart Sweden AB**, Pumpgatan 1, 41755 Gothenburg, Sweden, represented by its managing directors Nicklas Andrén and Dirk Adelman, at the same address,  
alternative address for service: authorised representative Henry Safi, Kungshälla-gatan 61, 21230 Malmö,

represented by: Attorney-at-law Dr Steffen Steininger, Katharina Bickel, Dr Maximilian Ferling, Hogan Lovells International LLP, Karl-Scharnagl-Ring 5, 80539 Munich, Germany.

PATENT AT ISSUE

European Patent No. EP 4 090 075

PANEL/CHAMBER

Panel 2 of the Munich local division

### JUDGES

This order was issued by the presiding judge Dr Daniel Voß (judge-rapporteur), the legally qualified judge Dr Georg Werner and the legally qualified judge Dr Walter Schober.

### LANGUAGE OF THE PROCEEDINGS

German

### SUBJECT

Action for infringement and counterclaim for annulment – applications under Rule 265.1 of the RoP and Rule 370.9(b)(i) of the RoP.

### FACTS

- 1 The claimant is bringing legal proceedings against the defendants for infringement of the patent at issue. The defendants have jointly filed a counterclaim for revocation. The parties have now reached an out-of-court settlement whilst the proceedings were still in the written procedure.

### APPLICATIONS

- 2 The claimant requests that
  - that the withdrawal of the action be permitted;
  - that it be reimbursed 60% of the court fees paid for the infringement action (UPC\_CFI\_661/2025) in accordance with Rule 370.9(b)(i) of the RoP.
- 3 The defendants request
  - that the withdrawal of the counterclaim for annulment be permitted;
  - that 50% of the court fees paid be refunded to them pursuant to Rule 370.9(b) of the RoP.
- 4 The parties have each consented to the other party's withdrawal of the action and have stated that they will not submit any claims for costs.

REASONS FOR THE ORDER

- 5 The authorisation of the withdrawals of the claims is based on Rules 265.1 and .2 of the RoP. The orders regarding the reimbursement of costs follow from Rule 370.9(b) of the RoP in the version applicable since 1 January 2026 (hereinafter: new version).
- I.
- 6 The withdrawals of the claims are to be allowed.
- 1.
- 7 Pursuant to Rule 265.1 of the RoP, the claimant may apply to withdraw their claim provided that no final decision has yet been made on the claim. The court shall decide on the application after hearing the other party. The application for withdrawal shall not be granted if the other party has a legitimate interest in the court deciding on the claim. This provision applies to claims as well as to counterclaims.
- 2.
- 8 Neither party has asserted a legitimate interest within the meaning of Rule 265.1 of the RoP in a decision on the merits. Nor is any such interest otherwise apparent. Rather, the defendants have consented to the withdrawal of the infringement action and the Claimant has consented to the withdrawal of the counterclaims.
- II.
- 9 The legal consequence of allowing the withdrawal of the claim, pursuant to Rule 265.2(a) and (b) of the RoP, is that the proceedings are declared closed and the decision is entered in the register.
- 10 Furthermore, pursuant to Rule 265.2(c) of the RoP, the Court must make a decision on costs in accordance with Part I, Chapter 5 of the Rules of Procedure. Although, in view of its wording, the provision explicitly refers only to the rules governing the procedure for the assessment of costs, i.e. to the rules 150 et seq. of the RoP, the Court must (also) make a decision on the basis of costs within the meaning of Article 69 of the UPC Agreement upon the withdrawal of a claim (LD, decision of 11 October 2024, UPC\_CFI\_300/2023 – MSG v. EJP). It must be issued ex officio; no separate application by the parties is required. However, any agreement between the parties or an out-of-court settlement regarding costs must be taken into account in the decision on costs. If the parties state that they do not wish to apply for a decision on the parties' costs, this may be taken into account in the order for costs. Such a statement is generally to be understood as meaning that no reimbursement of costs is to take place between the parties and that each party is to bear its own costs.
- III.
- 11 The claimant and the defendants are further to be reimbursed 50% of the court fees paid by each of them in accordance with Rule 370.9(b) of the RoP, as amended.

1.

12 In the present case, Rule 370.9(b) of the RoP, in the version applicable since 1 January 2026, is applicable because the withdrawals of the claims were filed only after 31 December 2026 and thus after the new provision came into force.

13 The Court of Appeal has clarified in four decisions that the date of filing of the application to withdraw the action is decisive in determining which version of Rule 370.9 of the RoP applies. If this date is after 31 December 2025, the new legal position applies (CoA, UPC\_CoA\_257/2025, decision of 9 January 2026; UPC\_CoA\_895/2025, decision of 6 March 2026; UPC\_CoA\_896/2025, decision of 6 March 2026; UPC\_CoA\_15/2026, decision of 9 March 2026).

14 Against this background, the panel is unable to concur with the dissenting view of the Mannheim local division (decision of 27 March 2026, UPC\_CFI\_1390/2025) and sees no need to allow the appeal.

2.

15 The applications for reimbursement of court fees are upheld to the extent set out in the operative part. Corresponding applications within the meaning of Rule 370(11) of the RoP have been made. Furthermore, the claim and the counterclaim were withdrawn before the conclusion of the written procedure.

IV

16 The amount of the value in dispute set for the counterclaim for annulment is justified by the 'Guidelines for the determination of court fees and the ceiling of recoverable costs' issued by the Administrative Committee on 24 April 2023. According to paragraph 2(b)(2)(ii) thereof, the value of a counterclaim for annulment should be equal to the value of the infringement claim plus up to 50%. The infringement action was valued at EUR 5,000,000.00. The higher value of the counterclaim has no impact on court costs, as the court fees for the counterclaim for annulment correspond to those for the infringement action, with a fee ceiling of EUR 26,500.00.

#### ORDER

1. The withdrawal of the infringement action (UPC\_CFI\_661/2025) and the counterclaim for annulment (UPC\_CFI\_236/2026) is permitted.
2. The proceedings referred to in paragraph 1 are declared closed.
3. This decision is to be entered in the register.

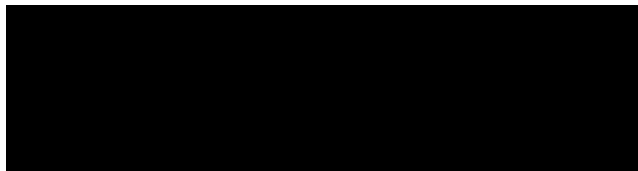
4. No costs shall be awarded in the infringement proceedings or the counterclaim proceedings. Each party shall bear its own costs.
5. The value in dispute is set at EUR 5,000,000.00 for the infringement action and at EUR 7,500,000.00 for the counterclaim for annulment.
6. The claimant is to be reimbursed 50% of the court fees she paid in connection with the infringement action.
7. The defendants are jointly entitled to a refund of 50% of the court fees they paid for the counterclaim for annulment, to be paid into the account they have specified.
8. The claimant's further application for reimbursement of fees is dismissed.

INSTRUCTIONS TO THE REGISTRY

The Registrar is instructed to

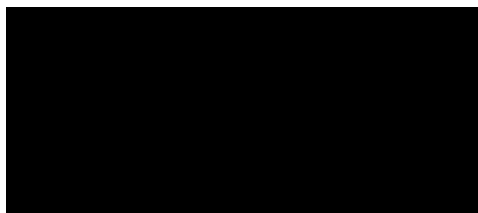
1. to instruct payment to the Claimant to the following account:

Account holder:  
Name of bank:  
IBAN:  
Swift:



2. to order payment to the defendants into the following account:

Account holder:  
IBAN:  
BIC/SWIFT:  
Name of the bank:  
Address of the bank:



Dr Daniel Voß (presiding judge)	<b>Daniel Voß</b> Digitally signed by Daniel Voß Date: 01/06/2026 07:44:05 +02'00'
Dr Georg Werner (Legally qualified judge)	<b>GEORG EDGAR WERNER</b> Digitally signed by GEORG EDGAR WERNER Date: 01/06/2026 09:05:04 +02'00'
On behalf of the legally qualified judge Dr Walter Schober for technical reasons	<b>Daniel Voß</b> Digitally signed by Daniel Voß Date: 01/06/2026 07:44:34 +02'00'
On behalf of the Deputy-Registrar	<b>Sofia Katharina Haseneder</b> Digitally signed by Sofia Katharina Haseneder Date: 01/06/2026 09:19:46 +02'00'