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Case No: HP-2025-000043

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
INTELLECTUAL PROPERTY LIST (ChD)
PATENTS COURT

The Rolls Building
7 Rolls Buildings
Fetter Lane
London EC4A 1NL
05 March 2026

Before:
MR. JUSTICE MEADE

Between:

- (1) AMAZON.COM, INC.
(a company incorporated in the
State of Delaware, USA)
(2) AMAZON DIGITAL UK LIMITED
(3) AMAZON EUROPE CORE SARL
(a company incorporated in Luxembourg)
(4) AMAZON EU SARL
(a company incorporated in Luxembourg)
(5) AMAZON TECHNOLOGIES, INC.
(a company incorporated in the
State of Nevada, USA)

Claimants

- and -

- (1) INTERDIGITAL VC HOLDINGS, INC.
(a company incorporated in the State of Delaware,
USA)
(2) INTERDIGITAL, INC.
(a company incorporated in the
State of Pennsylvania, USA)
(3) INTERDIGITAL MADISON PATENT
HOLDINGS SAS
(a company incorporated in France)
(4) INTERDIGITAL PATENT HOLDINGS, INC. (a
company incorporated in the
State of Delaware, USA)
(5) INTERDIGITAL CE PATENT HOLDINGS SAS

(a company incorporated in France)
(6) THOMSON LICENSING SAS
(a company incorporated in France)
(7) VANTIVA SA
(a company incorporated in France)

Defendants

Hearing date: 5 March 2026

JUDGMENT

MR ANDREW LYKIARDOPOULOS KC (instructed by **Hogan Lovells International LLP**) appeared for the **Claimants**.

MR NICHOLAS SAUNDERS KC AND MS JENNIFER DIXON (instructed by **Bird & Bird LLP**) appeared for the **First to Fifth Defendants**.

Mr Justice Meade

INTRODUCTION

1. This judgment deals with what I hope will be the conclusion, for the moment at least, of the unfortunate chain of events flowing from InterDigital's obtaining last Autumn in Germany and the UPC of anti-suit relief directed against parts of these proceedings.
2. I am giving this judgment shortly after a hearing today but I have had time to give careful thought in advance to its main contents, which concern relations between the UPC (specifically, the Mannheim Local Division, "UPC LD") and the UK courts in relation to (F)RAND and the use of anti-suits.
3. The headline is that the UPC LD, following a hearing last week (27 February 2026), has required Amazon, on pain of contempt and potential fines in the tens of millions of euros, to make a "declaration" to me at this hearing limiting its, Amazon's, final RAND relief in this action (explained below) in a certain way, having found that Amazon is in breach of the UPC LD's anti-suit injunction ("ASI"). I have had the benefit of a note of the UPC hearing last week agreed by the parties for which I am grateful and which has been very useful. I quote from the note below but make clear that this is a quotation of the parties' note's words and not the words of the UPC LD, and in addition allowance must be made for the language of the proceedings, which the UPC LD has maintained as German. I am told that there will not be a reasoned judgment from the UPC LD.
4. The UPC LD's requirement for Amazon's "declaration" to me (which it also required be made to it last week) has come despite the fact that InterDigital has at previous hearings before me repeatedly said that Amazon is *not* in breach of the UPC LD ASI and that it, InterDigital, does not object to the relevant part of the final RAND relief being tried in the UK at the RAND trial this coming September. InterDigital has reiterated today through its Counsel today, Mr Saunders KC, that it does not agree with the UPC's decision last week that Amazon is in breach
5. The UPC LD's requirement also comes despite the fact that the parties have in substance essentially agreed how to end the anti-suit battles between them and were very close to agreeing the details of the wording. But the UPC LD objects to their making a settlement if it does not align with the UPC LD's conception of how international (F)RAND jurisdiction should be allocated; this has effectively prevented the parties progressing their discussions any further, even though they would like to.
6. After much thought prior to this hearing, and factoring in the arguments made to me orally, I have with very considerable reservations decided to accede to Amazon's making the "declaration" required to me. Any remaining challenge to the UPC LD's ASI will now take place by way of appeal within the UPC, where both interim licence RAND relief and final RAND relief can be considered.

7. I say that I have very considerable reservations because I think that the UPC LD's overall course has had and will have an unfair and unfortunate effect within the UK proceedings, both in relation to Amazon and to the efficient conduct of the litigation by me, as I will explain below. And the requirement for a "declaration" to me is premised on the existence of a breach of the UPC LD ASI which the parties before me do not consider exists.
8. I have given serious thought to trying to achieve a result that would allow Amazon to proceed in the UK with the final RAND relief that InterDigital itself considers ought to be and is permitted by the terms of the UPC LD ASI, by ordering, of my own motion, that InterDigital must restrict its UPC LD anti-suit application to that which it actually intended (i.e. interim licence relief), so that it does not impact final RAND relief. But that would only prolong uncertainty and lead to more conflict with the UPC LD (the note of the hearing last week records at paragraph 48 that the UPC LD said that such an order would "very vividly document ... encroachment into a foreign jurisdiction") and might well not work. I also cannot have confidence that it is what Amazon would want, and Amazon is not able even to comment because of the inhibiting effect of the AAASI element of the UPC LD ASI. As best I can tell, Amazon prefers to accept the reality of the situation and move on to the UPC appeal, and so does InterDigital.
9. So, as I say, I will accede to Amazon making the "declaration" (which is not, for the avoidance of doubt, a declaration required by me, or a declaration made by me, and is not an undertaking to me that InterDigital or anyone else can enforce; it is a purely performative statement of Amazon's intention which the UPC LD requires to be made in my court for some reason). If de-escalation cannot be achieved by judicial communication or by party agreement (and this is not certainly not de-escalation but rather the imposition by compulsion of the UPC LD's position contrary to the will of the parties) then one or other court has to make the decision to take no further action, and I have concluded that that should be this Court.
10. I am aware I could just stop there and end this judgment, but I am not going to because the long, unnecessary, resource-wasting, and bruising course of the UPC LD/UK anti-suit arguments in this global battle at least presents the opportunity for lessons to be learnt on all sides for the future, about international judicial communication and about comity in particular. I also think it is important for actual and potential litigants in this complex field to understand what has happened, and why. The note of the hearing last week's records the UPC LD's regret that the dispute has occupied its time since last September without any consideration of the merits of the underlying claim. I agree with the sentiment (and this is the seventh hearing before me occupied exclusively or largely by the ASI issues, although I have been able to progress the real dispute, which is RAND terms), but the distraction that the ASI would cause was entirely predictable, especially once it spread beyond the interim licence context
11. So, I am going to make some comments about how the whole matter has unfolded and its implications. InterDigital's conduct has been unsatisfactory in a number of ways explored in my earlier judgments, and if it had not taken the regrettable decision to seek and maintain anti-suit relief, which I regard as totally unnecessary (since other patent-holding litigants such as Nokia have been

perfectly able to prosecute similar international RAND litigation without resorting to ASIs), then none of this would have happened.

12. But there is no point in repeating here my earlier comments on InterDigital. What I will reflect on instead is relations with the UPC and how similar problems can be avoided in future, or if not avoided then at least minimised in their effects on relationships.
13. Some of what I say will inevitably sound like criticism. It is hard to avoid that. But I emphasise that the UPC is a vitally important institution in the international patent legal order. It does extraordinary work and is a powerful harmonising force. The current situation in these proceedings is only a disagreement on one aspect (albeit an important one) of one dispute involving one UK court and one UPC local division. Across the broad sweep the UK and the UPC agree on far more than we disagree on and the UPC is a firm and crucial friend to the UK patent system and judiciary. Occasionally friends disagree, and so here, and when they do it is to be hoped they can speak clearly to each other. I am also reassured about speaking somewhat candidly given the very trenchant way that the UPC LD has criticised the UK approach to (F)RAND in its judgments in this litigation, even to the extent of reporting it to the competition authorities of the EU.
14. The history of these proceedings is a necessary part of the context for what I have to say, so I will now set it out.

PROCEDURAL HISTORY

15. I have given a number of previous judgments in this action, the two most recent being on 2 December 2025 when I maintained the AASI I had previously ordered (in slightly amended form), rejecting InterDigital's application to set it aside, and on 19 December 2025 when I dismissed InterDigital's challenge to jurisdiction.
16. Those judgments are respectively [2025] EWHC 3170 (Pat) and [2025] EWHC 3334 (Pat), for readers who wish to see the history of these proceedings in detail. In this judgment I will refer to my judgment of 2 December as the "**ASAJ**" (anti-anti-suit set-aside judgment), and adopt the abbreviations used in it for my judgments prior to that.
17. By way of brief summary, InterDigital obtained anti-suit injunctions against Amazon directed against these proceedings from the Munich 1 Regional Court in Germany and from the UPC LD at the end of September last year, 2025 (see the CMJ at [12]-[18]).
18. The ASIs were in very similar forms and were directed, on any view, at only part of the relief claimed in these UK actions, since they rightly did not purport to touch the UK patent-specific relief (e.g. revocation) claimed. They were squarely aimed at Amazon's claims for interim licence relief that were contained in its claim in this action. The ASI from the German national court has not at any stage been said to bite on the final RAND relief in these proceedings as far as I am aware and so although Amazon intends to challenge it within the German system as it relates to interim licence relief, I need say no more about it.

19. Essentially all the problems that have flowed since then and which I have had to deal with, culminating in this hearing, flow from the fact that the UPC LD ASI was partial in its scope in this way.
20. On becoming aware of the ASIs I directed a case management hearing (9 October 2025), which resulted in the CMJ. One of my main concerns was to achieve clarity about which parts of the proceedings were affected by the ASIs. After a little to-ing and fro-ing InterDigital clearly accepted that the ASIs *did* block Amazon's claims for *interim* RAND relief but did *not* block *final* RAND relief (see the CMJ at [23]-[26]). So that was my understanding, although to be clear I was not interpreting the UPC LD's or the German court's Orders, a task exclusively within their competence, as I spelled out explicitly (*ibid.*). I was finding out the position of the party that had obtained the ASIs.
21. InterDigital gave reason to suspect that it might try to *extend* the ASIs to final RAND relief and it was because of that that I made my AASI of 20 October 2025 - see the EAJ at [13] and [29-30]. When the matter came back before me (see the RDJ and the ASAJ), InterDigital said that it had not threatened to block final RAND relief and did not intend to try to block it.
22. The AASI Order that I made had, at Annex A, a useful statement of the Final Relief claimed and with which InterDigital was restrained from interfering. I make it Annex A to this judgment. It is useful because it shows in strike-through what Amazon considered it was prevented from progressing because of InterDigital's ASIs.
23. By way of explanation for readers of this judgment not familiar with English procedure, Annex A replicates a part of Amazon's court-filed documents called "the Prayer" which states in summary form the categories of relief that a claimant wants. Other court documents, notably the main sections of the Particulars of Claim (to which the Prayer is the conclusion), set out in much more detail the facts alleged and the legal basis for what the Prayer sets out.
24. InterDigital made no objection at the time to Annex A; indeed, as I have already mentioned it said that it had not threatened to block final RAND relief and had no intention of doing so.
25. Paragraphs (3) to (6) of the Final Relief are to the effect that InterDigital is obliged to give Amazon a licence to various patents on RAND terms, for a decision about what those terms are, an order compelling InterDigital to offer those terms, and damages if InterDigital fails to do so. They are all claims founded in alleged contractual entitlements benefiting Amazon and said to arise under the rules of the ITU-T, the relevant standard setting body. InterDigital disputes the legal basis for all of the claims, and as I have said in earlier judgments, Amazon may well fail on the claims at trial, but they are properly arguable and InterDigital has not said otherwise. InterDigital has also consistently argued that paragraphs (5) and (5) in particular are only pleaded contingently, since InterDigital has not refused to offer a licence, and without setting out the damages that Amazon has suffered. These are fair points but the claims are still clearly arguable (InterDigital does not dispute that) and the reason that the damages are not identified is simply because on any view InterDigital is not in breach yet.

26. Because the ITU-T rules are international in scope, because the patent portfolio on which InterDigital's ITU-T obligations are said to bite is international, because all licences RAND portfolio licences agreed between patentees and implementers are global, and for various other reasons well covered in decisions of the UK courts, paragraphs (3) to (6) are not limited territorially, though they are founded essentially in claims in relation to (only) UK patents – see my jurisdiction judgment. Amazon has made clear, and so have I (see below), that even if it gets the Final Relief claimed in Annexe A, InterDigital can carry on with its patent infringement claims in the UPC and in any other court, and those courts alone will decide what effect any UK relief has on their proceedings.
27. In any case, following the RDJ and the ASAJ I remained of the understanding that InterDigital's ASIs did not affect final RAND relief as explained above.
28. Meanwhile, the UPC LD, in a directions order of 14 October 2025 (i.e. after my CMJ, of which it was aware), had said that it would be appropriate to discuss the effect of specific performance as claimed in the UK proceedings on the occasion of the hearing of Amazon's application to set aside the ASI.
29. After some delay, *inter alia* while it awaited my decision on the ASAJ as it had decided to do, on 22 December 2025 the UPC LD gave its decision on Amazon's application to set aside the ASI, which application it rejected. I will need to return to that decision in more detail below, but for present purposes what is important is that the decision said in terms that its ASI *did* bite on *final* RAND relief and that Amazon "may" already be in breach through its claims to final relief (see [39] and [79]-[80] in the UPC LD's decision).
30. It appears that, perhaps inadvisably, and in my view quite possibly in breach of my AASI, InterDigital had made submissions to the UPC LD concerning final RAND relief in the guise of attacking the clarity of the AASI. This may have muddied the waters unnecessarily but at a later hearing before me (on 4 February 2026: see below) InterDigital said that it was not its intention to attack at the UPC LD the final RAND relief in these proceedings. It is a small part of the picture, and I do not think it affected the course the UPC LD was on. Anyway, InterDigital maintained the position before me that the UPC LD ASI did not in fact bite on final RAND relief in these proceedings, and that it had not submitted to the UPC LD otherwise. It maintained that position today.
31. Both sides kept me informed of the progress of the UPC proceedings, including in relation to the 22 December 2025 decision and order, and an appeal which Amazon filed against it, in the context of which the UPC Court of Appeal rejected an application for a stay pending appeal.
32. It was a result of those updates that I became aware that the UPC LD decision of 22 December says that the UPC LD ASI affects at least some of the final RAND relief in these proceedings, and that Amazon may already be in breach.
33. This raised questions with me for several reasons.
34. The first was that I (correctly) recalled having been told by InterDigital in connection with the hearing that led to my CMJ that the UPC LD ASI bit only on

interim licence relief and not on final relief, and I had been proceeding on that basis.

35. The second was that this action is moving towards an expedited trial of the final RAND relief claimed in September this year and it would be important to find out how that might be impacted if and to the extent the UPC LD ASI did bite on final relief.
36. The third was that my AASI was intended to prohibit InterDigital from getting any anti-suit injunction against final RAND relief in this action and it had said that it did not threaten or want to.
37. As a result, I asked various questions of the parties and sought information from them, and there was a three-way correspondence between them and me as I sought to understand the matters above (and other points).
38. Eventually I concluded that InterDigital was not answering important questions satisfactorily and that the continued uncertainty about the impact of the UPC LD proceedings on the trial here was in danger of being exploited by InterDigital in a way which would both be unfair on Amazon and such as to leave me in a state of doubt about management of the case going forward.
39. I therefore called a hearing of my own motion which took place on 4 February 2026. One possibility which I identified was that InterDigital might restrict its UPC ASI so that there could be clarity about the permissible scope of this action going forward as it relates to final RAND relief. I also said that I would be willing to consider making an order of my own motion to require that, and invited submissions on the point.
40. I was conscious that Amazon would probably not want to say anything about the possibility of any restriction on InterDigital's UPC ASI, because the UPC LD ASI Order also contains an AAASI, and I said as much.
41. The hearing on 4 February duly took place. There was a helpful discussion which identified that as far as the parties were concerned, the area of any potential friction between the UPC LD ASI and the final RAND relief claimed in this action by Amazon was very narrow, and the parties' practical concerns were only in a couple of areas.
42. At the hearing, InterDigital maintained its position that the UPC LD ASI did not block final RAND relief, other than potentially (see below) in relation to paragraph (15) of the Prayer, which is in fact inconsequential. InterDigital specifically said it did not object to paragraphs (3) to (6) of the Prayer being part of the RAND trial in September (or indeed any of paragraphs (1) to (14)). As I have explained above, those paragraphs contain the claim to damages if InterDigital does not offer a RAND licence having been ordered to do so.
43. InterDigital also said that it did not agree with the parts of the UPC LD decision of 22 December 2025 to the effect that Amazon might already be in breach of the UPC LD ASI (see above). It said that it considered Amazon was *not* in breach. This took the heat out of matters considerably.

44. InterDigital's concern over paragraph (15) of the Prayer was that Amazon might use it as a vehicle, after it won at the September RAND trial (if it did so), as a launch pad for formulating an explicit anti-suit injunction restraining InterDigital's infringement claims in the UPC (or elsewhere). I thought that this was a far-fetched concern, and paragraph (15), which is a relatively familiar and largely formal "sweep up", was in the Final Relief in the AASI without objection from InterDigital at the time of the EAJ and RDJ, but what matters is that Amazon made clear at the hearing that it had no such intention, which I accepted and which was consistent with everything it had said on the AASI and with my judgments in the EAJ and ASAJ.
45. Prior to the 4 February hearing and picking up comments I had made about de-escalation at earlier hearings, InterDigital had made a proposal to completely de-escalate the overall UPC/UK situation by agreed procedural means in each jurisdiction, withdrawing all anti-suit relief on both sides. Amazon responded welcoming the possibility of de-escalation but not agreeing to the terms, and a further response was provided by Amazon during the 4 February hearing.
46. Given that the hearing identified that there was in fact no material problem and that the parties were effectively in discussions over terms of an agreed de-escalation of the whole UPC/UK anti-suit situation, it seemed to me that the best thing to do was to adjourn the hearing to allow negotiations to continue. The parties' representatives consulted their clients over the lunch adjournment and agreed; they told me that they each thought there was a realistic prospect of an overall agreement being reached.
47. I, personally, would have welcomed a negotiated de-escalation of the whole situation agreed to by the parties, and still would. I consider that facilitating the possibility was and should remain very important.
48. The UPC LD became aware of my 4 February hearing at some point and made its own Order of 6 February 2026 requiring from the parties an explanation of my hearing. From the tone of its Order, it seems that it was concerned that Amazon had made an application to force InterDigital to limit its UPC ASI.
49. I would entirely have understood if that was the UPC LD's concern, and I appreciate that, at the time, its knowledge of what was discussed at my hearing may have come only from internet reports made in haste.
50. However I confirmed to the parties, who passed it on to the UPC LD, that Amazon did not make any such application, either formally or informally. Nor did it ask for the hearing, which was entirely of my own motion. It also did not make any submission in support of the possibility of my requiring InterDigital to restrict its UPC ASI. It has consistently said before me that it accepts that its only proper route to challenge the UPC ASI is by an application or appeal within the UPC.
51. Thereafter, the UPC LD made a further Order on 11 February 2026 which, while welcoming the parties' endeavours to reach a mutual agreement, said that final RAND relief in the form of damages for InterDigital's not granting a RAND licence if required to (i.e. essentially as per paragraph (6) of the Prayer) would improperly block the UPC's proceedings and that (at the last page) "These

considerations will have to be taken into consideration by Amazon, being bound by the UPC [ASI] Order, when agreeing on a mutual understanding to resolve this matter (R. 354.4 RoP).”

52. R. 354.4 RoP is the part of the UPC Rules of Procedure dealing with breach of orders, and sanctions. It appeared that the UPC LD was saying that Amazon (alone) might be in contempt in settling the anti-suit battles with InterDigital if the form of the settlement did not match the UPC LD’s own expectations.
53. This action came before me again at a CMC (case management conference) on 12 February 2026. This was nearly five months after the UPC LD ASI and I was faced with deciding what issues to include in the September RAND trial in circumstances where the apparent scope of the UPC LD ASI had changed from what I had been told it was back in October 2025. In addition, the parties had clearly been in touching distance of settling the whole (A)ASI battles but now felt unable to do so because of the UPC LD’s point about R. 354.
54. Some potential relief was afforded, however, by InterDigital saying that it considered R. 354.4 RoP only had effect if a party alleged breach, and that it did not allege breach by Amazon of the UPC LD ASI. But it was not enough and Amazon understandably felt unable to comment meaningfully (at the hearing last week, the UPC LD expressed the view that although R. 354 appears to require to an allegation of breach by a party, it is based on Article 82 of the UPC Agreement which contains no such limitation. That is not a matter for me to get into; the meaning of the UPC’s rules is exclusively for it).
55. Essentially, at the CMC (and thereafter) any attempts by the parties to settle the (A)ASI battles were therefore halted by the UPC’s Order of 11 February. A further hearing had been set by the UPC LD for 27 February 2026.
56. The CMC concluded with my not being able to settle the list of issues for the September trial because of the ASI situation.
57. Unable to negotiate, Amazon decided to throw in the towel in relation to the claim for damages at paragraphs (5) and (6) of the Prayer by withdrawing them from my consideration (at least in relation to UPC territories), and to limit itself to challenging any effect of the UPC LD ASI on final RAND relief in its appeal against the UPC LD ASI as a whole, which meanwhile has been set for hearing on 28 May 2026.
58. Amazon’s announcement of its withdrawal of its claim for damages, which was communicated to me and to the UPC on 25 February 2026 was accompanied by a reservation of its rights generally. I understood that just to be a reservation of its right to apply to reinstate the claims if its appeal in the UPC succeeded (which seemed very reasonable) but it drew the further concern of the UPC LD, which made another Order of 25 February, concluding (emphasis in the original):

“Amazon will have to take a clear, ambiguous and unrestricted position on this point in the scheduled hearing.

It is imperative, that any agreement between the parties aimed at de-escalation will have to take this aspect into account.”

59. “[T]his aspect”, in context, means the proposition that InterDigital would be prejudiced in pursuit of its patent rights before the UPC by, essentially, the kind of relief claimed in paragraphs (5) and (6) of the Prayer – see page 3 of the Order.
60. The hearing at the UPC LD last week duly took place. As mentioned above, the UPC ruled that Amazon was in fact in breach of the UPC LD ASI, though it did not say specifically what the breach consisted of. InterDigital did not, it wanted to make clear to me today, argue for that conclusion. There was discussion of potential de-escalation by agreement but the UPC LD made clear that it considered that its approval was needed and that even if the parties were content, it would not approve any compromise for the mutual withdrawal of anti-suit relief if Amazon’s claim for damages in the event of InterDigital refusing to give a RAND licence, if so ordered by the UK Court, remained, and in particular not if the action founding such damages might be the continuation of UPC infringement proceedings in breach of such a licence. After some discussion the UPC put forward the “declaration” that Amazon was required to make to avoid any further sanctions for contempt, and the UPC required that the same declaration be made to me. Any possible penalty for contempt of the UPC LD ASI would then “be suspended”.

JUDICIAL COMMUNICATION IN SEP/FRAND CASES

61. I referred to this at [104]-[106] of the ASAJ.
62. The history above illustrates some significant problems. At the moment, these SEP/(F)RAND cases move in parallel in multiple jurisdictions, often swiftly, and related issues come up close in time in more than one of them. This is not limited to ASIs, it also arises with confidentiality clubs and timing issues where more than one court is going to consider (F)RAND rates.
63. One issue is speed. Currently, communication depends primarily on judgments and orders, but those have a very long turnaround time. Take the present case: I gave a judgment in early October saying that my understanding was that the UPC LD ASI did not bite on final RAND relief (as the parties agreed), but it was not until late December that the UPC said that its understanding (which was critical, since it is the judge of the meaning of its own orders) was different. A structured and transparent way of communicating directly between courts would at least have let the difference in understanding be identified much more quickly.
64. I did make a hesitant attempt to communicate directly (with transparency to the parties) in the *Panasonic v. Oppo/Xiaomi* litigation where I wrote to the judges in parallel FRAND cases in Europe simply to try to avoid timing clashes, but it seems that was badly received, perhaps because it was seen as an attempt to try to get the UK proceedings ahead of everyone else, which was far from my intention. I think it is time to try again in a cooperative way.

65. I should also mention that sometimes communication takes place by the parties passing on to Court A what they have been communicating with Court B. For example, on 26 February I was in communication with the parties in the context of potential agreed de-escalation to ensure that it was agreed to be clear that InterDigital did not consider that final RAND relief was blocked by the UPC LD ASI; I said I was content for the communication to be passed to the UPC, as I thought might be useful, which I think happened since there is a reference in the agreed note of the 27 February UPC LD hearing to “the filing by a ‘third party’” (not an accurate characterisation). I imagine therefore that the UPC LD was aware of the parties’ positions on the scope of the ASI, but whether or not that is so, this is a haphazard and indirect way of information being passed on court-to-court.
66. I recognise also that communication is not necessarily assisted by the medium of the parties’ submissions about Court A to Court B. Those submissions may be wrong and the parties have their own interests in presenting proceedings in one court in a bad light to another court. An example is InterDigital’s unwarranted suggestion to the UPC LD that its representatives might personally be punished for doing their jobs if they made submissions about my AASI (see [81]-[83] of the ASAJ). I note also that the judges of the UPC LD may have had concerns about their own position under the AASI (see [77]-[79] of the ASAJ). The concerns arising could have been put to bed before they got anywhere if there was a route for direct judicial communication.
67. Communicating via judgments without the ability to ask questions directly between judges requires the receiving court to read and absorb the whole of what may be a long judgment to understand the other court’s decisions and actions. This is a burden and can lead to miscommunications if something is overlooked. For example, paragraph 82 of the UPC LD decision of 22 December 2025 says that “[t]he central concern” of the UPC LD was what the consequences of the UK Final relief, once granted, would be. And it said that I had failed to make that clear even though the question had been spelled out in the “agreed protocol” (a note agreed by the parties) of the 14 November 2025 UPC LD hearing. However, I had in fact answered exactly that question in [56]-[58] and [86]-[88] of the ASAJ, the former under the heading “The effect of final RAND relief” and the latter under the heading of “Comity”. My judgment was nearly 40 pages long so perhaps those paragraphs were overlooked, but however they were left out of the UPC LD’s consideration it surely would have been better if it could just have asked me why I had not helped out with its question which it regarded as important.
68. There is also an issue with the need for clarity. I thought last October that the UPC LD ASI did not bite on final RAND relief and with all due respect to the UPC LD that is the natural reading of the ASI, as witnessed by the fact that both parties had the same view as me (including InterDigital, who had after all sought the ASI), and by the fact that every aspect of the brief and evidence in support was about interim and not final RAND relief. I must suggest that if ASIs are to be directed against only *parts* of another court’s proceedings then there is an especially great need for complete clarity. This interacts with the point about

communication: I had to ask InterDigital what the UPC LD ASI meant because I had no means to ask the UPC LD itself.

69. I am afraid that I also have to return to the question of the use of transcripts of argument at hearings, mentioned in the ASAJ at [105]-[106] (reproduced below). There, I mentioned the UPC having referred during one of its hearings to pages 90-92 of the transcript of argument at my hearing on 30 October 2025. I said that I was only talking about a *hypothetical* example of a jurisdiction clause and I spelled out that UK transcripts should not be taken as an indication of what a judge thinks or concludes. They are not reliable for this purpose, I said. The authoritative sources are judgments and orders.
70. I therefore was puzzled and even a little put-out when the UPC LD's decision of 22 December 2025 (at pages 29-33) used exactly the pages of transcript of argument that I had referred to as unreliable for the very purpose that I said was not appropriate. I actually remember my exchange (with Mr Bloch KC for InterDigital) in question; I definitely *was* talking about a hypothetical case and I definitely *was not* talking about a court-determined RAND licence with a court-imposed UK jurisdiction clause, which is how the UPC LD interpreted it – see the top of page 29 of its 22 December decision. I was talking about a hypothetical situation of an ordinary bilateral patent licence agreement made between two parties outside litigation containing a voluntary jurisdiction clause. So, I am afraid the UPC LD got wrong what my legal analysis might be (not what it was - that can come only from a judgment) by using the transcript the wrong way.
71. My puzzlement and concern were heightened by the fact that when Amazon applied to have prepared a transcript of the argument at one of the UPC LD hearings in this case, the UPC LD rejected the application, saying (quoting my judgment in the relevant part):
 1. As far as Applicants refer to the necessity for a verbatim transcript of the oral hearing, it is to be highlighted that even the Judge in the foreign parallel proceedings before the UK High Court, where verbatim protocols exist under the applicable national procedural laws, stresses in its approved judgement of 2 December 2025 [2025] EWHC 3170 (Pat) Case No: HP-2025-000043 as follows:
 105. I would just like to emphasise in this context for future reference that transcripts of argument from this Court are not a reliable way of identifying what judges here have reasoned, or decided. Judges often say things in argument just to test a submission, or they say something and later change their mind prior to their judgment, and so on. Transcripts of argument are not the same as authoritative minutes approved by the Court and individual statements by judges in the course of argument do not receive the same thought as orders and judgments. I mention this because e.g. according to the note I have the UPC referred to pages 90-92 of the transcript of the 30 October 2025 hearing in considering whether specific performance would have an anti-suit effect. The UPC queried why I referred to an English jurisdiction clause, and the reason is simply that I was putting to Mr Bloch a *hypothetical*

example; I am sure Mr Bloch realised this at the time but I did not spell it out.

106. This is not to say that the UPC or any other foreign court is not entitled to see such transcripts. Of course they are; the hearings are public, and in the present case Judge Tochtermann in his 14 October 2025 directions Order required Amazon to file “minutes” of the UK proceedings, which perhaps led to some lack of clarity over the status of the transcript. Transcripts may also be relevant to see what a party said or admitted, or the position it took. This indication is just intended to help to understand the weight that can be put on what a judge said in argument in this Court.

The Panel finds that, when weighing the interest of the Panel to be able to engage in an open exchange of argument with the parties against the interest of the parties to set up a private and non-authoritative verbatim protocol of what has been said, the interest of the Court prevails to be able to arrive at its decision on the matter by being able to openly probe the parties, advance arguments in order to test them in an open atmosphere of exchange with the parties without having to take into consideration, if certain parts of the exchange would later be used outside the proceedings before the Court in order to strategically advance the party’s case before another (foreign) court, where the verbatim transcript is presented as the alleged point of view of the Panel.

2. The private non-authoritative verbatim transcript would be without any use, as it cannot serve as proof anyway, because what was said by the members of the Panel may only have been said so as to test an argument and not so as to express a certain point of view on a certain legal point. Since the transcript is private and non-authoritative it does not have any probative value opposed to the Court’s audio protocol. Furthermore, what was said by the individual judges during the hearing cannot be taken as the opinion of the Panel. Rather, private non-authoritative transcripts of the hearing, which may be used even outside the concrete proceedings before the UPC, which is the intended use of the Applicants in this case, may impair the search for truth in court proceedings as a legal interest of paramount importance. The only decisive and authoritative opinion of the Panel is laid down in the decision of the Panel, for which the exchange during the oral hearing as well as the briefs are preliminary and preparatory steps, which then are the basis for the deliberation of the Panel and the final decision.

72. I fully agree with the sentiment that judges should be able to speak freely during argument without fear of the later misuse of what they say. The UPC LD implements this by not allowing transcripts at all and that is its right. I have done it differently by allowing transcripts to be made available in the interests of openness (including when the UPC LD itself requires the parties to provide them, which it has done on more than one occasion) but at the same time making clear through my previous judgment what they ought not to be used for. I would earnestly ask the UPC LD (and any other interested courts) as a matter of courtesy from the judiciary of one system to that of another to respect this in future so that

this particular incident can be put behind us (unfortunately, the UPC LD's use of transcripts of what I said in argument to infer my legal reasoning has continued, e.g. in its Order of 11 February 2026).

COMITY

73. I said right back in the CMJ at [19]-[20] that it is perfectly possible for different courts to differ and there is no loss of comity if they do. In the present situation, it seems that the UPC LD and we in the UK differ about what comity itself means, given the UPC LD's decision to grant its ASI. I continue to think that the differences about (F)RAND, international allocation of jurisdiction, injunctions, risk of hold-up, and so on could be addressed and progress made by judicial dialogue and further reasoned decisions at first instance and/or on appeal, without any need for anti-suits. But while anti-suits remain part of the picture I wish to express why, as the Court whose proceedings are targeted by the ASIs, there are concerns about what I would call comity. I appreciate that an ASI is formally directed to the litigant and not the court, but that is recognised sometimes to be a fine distinction.
74. First, the UPC LD ASI permanently blocked the bringing of what, on the decision of the Court of Appeal (in *Alcatel/Nokia v. Amazon*), is an arguable contractual claim by Amazon to an interim licence. The ASI was not directed to ensuring that that claim took place in a more appropriate forum than the UK, but rather meant that the claim could never be brought anywhere. I suggest that that consideration was one that ought to be relevant to comity.
75. Second, whereas the ASI permanently deprived Amazon of an arguable contractual claim, its initial justification as I read it was that an interim licence might *deter* InterDigital from bringing patent infringement proceedings in the UPC. I would suggest that the balance between deterrence and permanent deprivation is also part of comity (I assume for these purposes that InterDigital was in fact at risk of being deterred from bringing infringement proceedings since that was a judgment for the UPC LD to make on the facts, although personally I am dubious about it).
76. Third, in relation to *final* RAND relief the deterrence argument simply cannot run because InterDigital did not ever say there was such a deterrent effect from final RAND relief and even now does not object to Amazon pursuing it. The basis for the UPC LD interpreting/extending its ASI to final RAND relief is not and cannot be to do with protection of InterDigital as an individual litigant. It is because the UPC LD would object to the UK courts awarding damages with international effect on the basis of an international RAND obligation as a matter of doctrine, i.e., an objection that appears to have general application in *any* case. That needs articulating and I would again suggest that it ought to be part of a comity analysis.
77. Fourth, and again in relation to final RAND relief, it might be said at least that interim licence relief is to do with controlling the relative pace and content of international litigation in multiple fora and so is "only" procedural and more appropriate to be the subject of an anti-suit. Final RAND relief is not; it is a claim to substantive, permanent legal rights.

78. Fifth, blocking part of another court's proceedings is inherently very disruptive. I have had to try to manage a very complicated case without clarity about what is and is not permitted to be included. I made it clear in the CMJ that I was aiming to draw a bright line around what had been blocked by the UPC LD ASI so that I could continue with all the rest, including final RAND relief, in an efficient way. I would suggest that both in making its ASI initially but especially when later having to determine its effect on final RAND relief the UPC LD could in the name of comity have asked what the effect on the UK court and the management of its proceedings would be and whether preventing final RAND relief was justified in that light (particularly given that InterDigital did not object to it).

DE-ESCALATION

79. I addressed this too in the ASAJ, at [98]-[103] by reference to five different UK decisions moderating the approach to interim licences and/or declining to make or continue AASIs directed to UPC/German national court proceedings.
80. I genuinely hoped that the UPC LD would respond in kind, but regrettably there is nothing about de-escalation in the 22 December decision which, on the contrary, expands the criticism of the UK view of (F)RAND and interim licences and increases the areas of contention by informing the EU competition authorities.
81. It is also unfortunate that the UPC LD decision of last week does not point to any de-escalation, if anything the opposite since it maintains a block on part of the UK proceedings which neither party wants. I also note with some concern that the UPC LD appears to have broadened the potential areas of disagreement by referring to the expedition of UK proceedings for final relief as being potentially "a circumvention of an anti-interim licence injunction" (see paragraph 21 of the agreed note - this was, I should say, explicitly an *obiter* comment). The reason for my concern is the indication that in a future case the UPC LD might prevent expedition of UK proceedings, or at least punish a party for seeking it. I expedited the final RAND trial to September in the present case because I thought a fair trial then is possible and appropriately just in all the circumstances. I rejected Amazon's application for expedition to an earlier date in May/summer 2026 because I thought it would be unjust on InterDigital in terms of being able to prepare. I think the decision of a court about when a trial can justly take place in accordance with its own diary and case load ought to be particularly within its own control and to interfere with it by an anti-suit would be most regrettable, and certainly not a de-escalation.
82. I do note that in *obiter* remarks in another case and in another context the UPC LD Mannheim (in a different but overlapping panel) has made some comments about de-escalation: *Fujifilm v Kodak* UPC_CFI_365/2023 at [39ff], which also makes some remarks on judicial communication. De-escalation is mentioned specifically at [40].
83. The case was not referred to me by Amazon or InterDigital – though I was aware of it from my general practice of following UPC decisions – and I did not hear submissions on it. In addition I should make clear that I have added comments

on it to the final, approved version of this judgment and by omission did not cover it when reading the judgment out in Court, not that anything turns on that.

84. The case concerns “long-arm” jurisdiction being exercised over a UK patent by the UPC following the decision of the CJEU in *BSH v Electrolux*, (case C-339/22). The point where the UPC LD intimated that de-escalation might be evidenced was in connection with the fact that if the UPC makes an order covering or relating to a UK patent, that order can only be enforced in relation to the UK once recognised here (e.g. at [47-49]). The UPC however went on to say (as I understand it) that penalties for breach of such an order where the breach took place in or in relation to the UK might be imposed directly on a defendant having a principal place of business in a UPC contracting state in the UPC, and did not say there was any requirement for recognition in the UK in that situation. These are deep questions which I clearly cannot and should not go into in this judgment and in due course will need careful consideration in cases where they arise. I naturally welcome the general reference to de-escalation in the decision, but it is only concerned with how far the UPC will go in asserting jurisdiction over UK patents and is not really directed to the interim licence/anti-suit situation. An indication of de-escalation in relation to the present case specifically would have been more welcome, but has not happened.
85. The UPC LD remarked on the difficulty of judicial communication at [42], with which I agree in general terms as I have explored above, and also said that in that circumstance parties and their representatives have a responsibility to communicate other courts’ proceedings accurately and without strategic exploitation. I agree with that, too. It emphasised that it had no particular representative of any party in any case in mind.
86. In any case, I can only say that I remain willing to de-escalate between judges.
87. That leads on to de-escalation between the parties. I cannot see why parties in (F)RAND litigation who have got themselves into a mutual tangle of multiple international lawsuits, perhaps including ASIs and perhaps not, with associated races to courts/injunctions should not settle some or all of the actions. There is no reason I can see why parties should not withdraw injunction claims, including anti-suit injunctions.
88. By way of example, in three recent notable (F)RAND cases (*TP-Link v. Huawei*, *Warner Brothers v. Nokia*, *Paramount v. Nokia*, the latter two closely related and being managed together) with multiple international claims in both directions have been simplified down by agreement to a single determination of licence terms coupled with an interim licence determined by the Court by way of security (as it happens the determination in each case will be in London, but the parties were free to agree something else). The patentees will get paid, the implementers will be licensed, there will be no injunction risk and no more name-calling about hold-up or hold-out. This is fundamentally only possible by agreement. These are extremely sophisticated and well-advised litigants who do not need supervision when they settle claims.
89. I therefore respectfully but profoundly question the UPC LD’s decision to step in and prevent Amazon and InterDigital from finalising an agreement to call a halt

to at least their (A)ASI battle on mutually acceptable terms. I understand that the UPC LD thinks that there is a doctrinal problem with final RAND relief of the kind claimed by Amazon, as it has now explained, but why compel InterDigital to maintain an anti-suit injunction that it is prepared to release? What benefit is there in forcing the sides to carry on the argument and indeed to occupy the time of the UPC Court of Appeal with it (I say nothing of the further time in this Court which may be used)?

90. Right back in the early stages of this story, in its directions Order of 14 October 2025 (paragraph 9) the UPC LD encouraged the parties to try to reach an international procedural agreement for discussion at the scheduled oral hearing. I think that did not go anywhere and was swallowed up in the many other arguments. Instead, I later brought up a possible procedural consensus and discussions came very close to success. There need be no pride in which Court triggers a successful procedural settlement, though. There are circumstances where courts need to approve settlements such as where one of the parties is vulnerable or lacks capacity but I cannot see why the present case is one such.

CONCLUSION

91. I permit Amazon to make the “declaration” the UPC LD has required, and it did so in the hearing before me. I will as necessary and appropriate return to the matter after the UPC appeal. I have decided not to make any order of my own motion against InterDigital on this occasion but reserve the right to reconsider that in future if necessary and appropriate, which I hope and expect it never will be. The September RAND trial list of issues will not include Amazon’s claim for damages as it relates to the UPC territories. The parties are agreed that no pleading amendment is needed or appropriate.

Annex A - The Final Relief

For the purposes of this Order, “**Final Relief**” means the Claimants’ claims for relief in these proceedings as set out in the prayer for relief in the Particulars of Claim dated 29 August 2025 (as reproduced below), excluding the claims that are highlighted and struck through and any claim for an adjustable licence under paragraphs (4), (5), (6), (7)(b), (7)(c) and (15) below (which, for the avoidance of doubt, are not the subject of this Order).

- (1) A declaration that Amazon is a beneficiary of the InterDigital and/or the Thomson RAND Commitment.
- (2) A declaration that the InterDigital and/or Thomson RAND Commitment requires the licensing of Encoding SEPs on RAND terms.
- (3) A declaration that Amazon is entitled to be offered, and on acceptance of such an offer, granted a licence to the Challenged Patents, on RAND terms covering the InterDigital Video Portfolio, alternatively the Codec SEPs.
- (4) A declaration of licence terms (including royalty terms) to the Challenged Patents that are RAND as between Amazon and InterDigital (~~including any such terms that are adjustable pending a full Court determination, if granted before such a determination~~).
- (5) An order that InterDigital offer Amazon a RAND Licence as declared by the Court ~~(and/or on terms that are adjustable pending a full Court determination, if granted before such a determination)~~.
- (6) In the alternative to (5), if InterDigital refuses or declines to offer the RAND licence determined by the Court ~~(including any such terms that are adjustable pending a full Court determination, if granted before such a determination)~~, a declaration that InterDigital is in breach of its RAND Commitment and an unwilling licensor, and any damages arising from such breach.
- (7) If Thomson has failed properly to transfer to InterDigital its RAND Commitment in respect of the Thomson Prior Video Portfolio (including its obligation to license Encoding SEPs and/or the Thomson Non-Discrimination Obligation):
 - (a) A declaration that the contract effecting the Thomson Video Patent Acquisition is void contrary to the Chapter I prohibition;
 - (b) A declaration of licence terms (including royalty terms) to the Challenged Patents that are RAND as between Amazon and Thomson ~~(including any such terms that are adjustable pending a full Court determination, if granted before such a determination)~~.
 - (c) An order that Thomson offer Amazon a RAND Licence as declared by the Court ~~(and/or on terms that are adjustable pending a full Court determination, if granted before such a determination)~~.

- (d) In the alternative to (c), if Thomson refuses or declines to offer the RAND licence determined by the Court, a declaration that Thomson is in breach of its RAND Commitment and an unwilling licensor.
 - (e) In the alternative to (a), specific performance of Thomson's obligation to transfer its RAND Commitment to InterDigital, alternatively damages for breach of the RAND Commitment against Thomson in an amount to be assessed.
- (8) A declaration that the Challenged Patents and each of them are invalid.
- (9) An order that the Challenged Patents and each of them be revoked.
- (10) A declaration that the Challenged Patents and each of them are not essential to the HEVC Standard and/or the AVC Standard as applicable.
- (11) A declaration or declarations that the acts set out in paragraph 79 of the Particulars of Claim would not infringe the Challenged Patents or any of them.
- (12) A declaration that InterDigital has abused their dominant position contrary to the Chapter II Prohibition and any damages arising from such abuse.
- (13) An order for the publication and/or dissemination of the Court's judgment at the Defendants' expense.
- (14) Costs together with interest thereon.
- (15) Further or other relief including such further declarations as may be appropriate, together with any appropriate interim and protective relief as the Court deems fit.