

Nokia Technologies Oy vs Asustek Computer Inc & Anr on 22 September, 2025

Author: Manmeet Pritam Singh Arora

Bench: Manmeet Pritam Singh Arora

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IN THE HIGH COURT OF DELHI AT NEW DELHI

Reserved on: 2nd Date of Decision: 22n

+ CS(COMM) 643/2025 & I.A. 15135/2025 NOKIA TECHNOLOGIES OY

Through: Mr. Sandeep Sethi, S Abhilasha Nautiyal, Bhattarcharya, Ms. Vignesh Raj T and Mr Advs.
versus ASUSTEK COMPUTER INC & ANR.

Through: Mr. Hemant Singh, Ms Jha, Mr. Siddhant Sh Tandon and Mr. Shrey Advs.

+ CS(COMM) 644/2025 & I.A. 15143/2025 NOKIA TECHNOLOGIES OY

Through: Mr. Sandeep Sethi, S Abhilasha Nautiyal, Bhattarcharya, Ms. Vignesh Raj T and Mr Advs.
versus

ACER, INC. & ANR.

Through: Mr. Hemant Singh, Ms Jha, Mr. Siddhant Sh

Signature Not Verified

Signed By:HEMANT

PRATAP SINGH

Signing Date:23.09.2025

CS(COMM) 643/2025, 644/2025, 645/2025

19:47:01

Tandon and Mr. Shrey Adv.

+ CS(COMM) 645/2025, I.A. 15150/2025 & I.A. 21050/2025 NOKIA TECHNOLOGIES OY

Through: Mr. Sandeep Sethi, Sr Abhilasha Nautiyal, M Bhattarcharya, Ms. As Vignesh Raj T and Mr. Adv.

versus

HISENSE GROUP HOLDINGS CO. LTD. & ANR.

Through: Mr. Saikrishna Rajago Julien George, Dr. Vi Ms. Anu Paarcha, Mr. Ms. N. Parvati, Ms. A Mr. Christo Sabu, Adv

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

% JUDGMENT

MANMEET PRITAM SINGH ARORA, J: CS(COMM) 643/2025 and I.A. 15135/2025

CS(COMM) 644/2025 and I.A. 15143/2025 CS(COMM) 645/2025 and I.A.

15150/2025

1.

The issues arising for consideration in all the captioned applications are identical. The parties have addressed common arguments. For the sake of convenience, facts of CS(COMM) 643/2025 has been referred to.

2. This is an application filed by the Plaintiff for the constitution of a Confidentiality Club under Rule 11 of High Court of Delhi Rules Governing Patent Suits, 2022 ['Patent Rules, 2022'] read with Chapter VII, Rule 17 of the Delhi High Court (Original Side) Rules, 2018 ['Original Side Rules, 2018'].

3. The Plaintiff has filed the underlying suit to restrain the Defendants' alleged infringement of IN 424507 and IN 338105 ['Suit Patents'].

4. The Plaintiff states that it proposes to submit comparable licenses with third-parties and related information in the proposed Confidentiality Club.

5. The Plaintiff has proposed ten (10) conditions for this Confidentiality Club. Amongst the conditions, it is condition nos. (i), (iii), (viii) and (ix), which has become a subject matter of contest, in the captioned applications. Condition nos. (i), (iii), (viii) and (ix) as set out in the application reads as under: -

"(i) Nokia is directed to file a copy of confidential documents/information in the proceedings in a sealed cover and is permitted to redact excerpts from said document/information insofar as Nokia does not wish to rely on these excerpts for its factual allegations.

(iii) Only external advocates, consultants, and experts of the parties are appointed as members of the Confidentiality Club.

(viii) The Court may in its discretion and in an appropriate case, permit copies of the Confidential Documents to be given to the opposite party after redacting confidential information therefrom, if such redaction is possible and not otherwise.

(ix) Any evidence by way of affidavit or witness statement containing confidential information derived from the Confidential Documents shall be kept in a sealed cover with the Registrar General and would be accessible only to the members of the Confidentiality Club. However, a party filing such evidence by way of affidavit shall, if so directed by the Court, give to the opposite party, a copy of such affidavit after redacting therefrom the confidential information, if such redaction is possible and not otherwise."

6. Defendants have filed its reply to the captioned applications and have opposed the condition no. (iii) as it excludes in-house representatives. Defendants have opposed condition nos. (i), (viii) and (ix) on the ground that the Plaintiff seeks a blanket permission to file redacted documents without identifying in advance which portions thereof are sought to be redacted and the basis of such redactions.

7. Upon reviewing the reply of the Defendants, and with specific reference to condition (iii), learned Senior Counsel for the Plaintiff, in his submissions made on 12.08.2025, stated that the Plaintiff, is willing to accept the constitution of a Confidentiality Club comprising of the Defendants' in-house representatives, on terms identical to those prevailing before the Unified Patent Court, Local Division, Munich ['UPC at Munich']. 7.1 He referred to the order dated 08.07.2025 passed in CFI 289 of 2025 by the UPC at Munich and submitted that such in-house representatives should be subject to a limited-licensing restriction. 7.2 He stated that the limited-licencing restriction proposed by the Plaintiff requires the Defendants' in-house representatives, admitted to the Confidentiality Club, to undertake not to participate in any negotiations with the third-party (without that third-party's consent) whose agreement is placed under the aegis of the Confidentiality Club, for a period of two (2) years from the date of being granted access to the said third-party's agreement, unless the in-house representative has ceased to be employed, directly or otherwise, by

any of the Defendants or their subsidiaries and/or affiliates. He further stated that this proposal was communicated to the Defendants via e-mail dated 09.08.2025 and through the rejoinder filed by the Plaintiff.

7.3 He stated that the limited-licensing restriction proposed by the Plaintiff is identical to the one accepted by the coordinate Bench of this Court, albeit with the parties' consent, in order dated 05.04.2024 passed in CS(COMM) 692 of 2021 titled as 'InterDigital VC Holdings Inc & Ors. v. Guangdong Oppo Mobile Telecommunications Corp. Ltd. & Ors.' ['InterDigital v. Oppo'].

7.4 He relied upon Chapter VII, Rule 17 and Annexure F of the Original Side Rules, 2018 to contend that the illustrative Annexure F refers only to external members and does not mandate in-house representatives. 7.5 He also relied upon Rule 11(i) of Patent Rules, 2022 and Rule 19 of Delhi High Court IPD Rules, 2022 to contend that the said Rules contemplates those in-house representatives, who are not in-charge of, or active in, the day- to-day business operations and management of the respective parties so as to maintain the integrity of the disclosed information. He placed reliance upon the judgment of the coordinate Bench in InterDigital v. Oppo¹. 7.6 He stated that the in-house representatives of Defendants, who are the members of Confidentiality Club before UPC at Munich are active in the day- to-day business operations of the Defendants. He stated that the comparable licences executed between Plaintiff and its licensees are proposed to be submitted to the Confidentiality Club. He stated that the limited-licensing restriction is reasonable for balancing the interests of Plaintiff, Defendants and the Nokia licensee.

7.7 He stated that since the Plaintiff seeks to limit access to the confidential information submitted to the Confidentiality Club, the in-house 2024:DHC:1338, at paragraph nos. 51 and 53.

representatives in India should be the same as those before the UPC at Munich and German District Courts.

7.8 With respect to condition no. (i), (viii) and (ix), wherein Plaintiff proposes redaction of excerpts from the documents, he stated that it is settled legal position that a party is entitled to make redaction, and the only condition imposed in law is that such redacted material cannot be relied upon. He relied upon the findings of the coordinate Bench in InterDigital Technology Corporation & Ors. v. Xiaomi Corporation & Ors. 2 ['InterDigital v. Xiaomi'] and on another order dated 16.02.2023 passed by the coordinate Bench in CS(COMM) 383/2020 titled as 'Koninklijke Philips N.V. v. Vivo Mobile'.

8. In reply, Mr. Hemant Singh, learned counsel for the Defendant in CS (COMM) 643/2025 and CS (COMM) 644/2025 stated that Defendant is unwilling to accept the limited-licensing restriction proposed by the Plaintiff by way of e-mail dated 09.08.2025.

8.1 He stated that there is no bar under the Rule 11 of Patent Rules, 2022 or under Original Side Rules, 2018, which precludes in-house representatives, who are a part of Confidentiality Club from participating in licensing negotiations, with the third-party who has executed licenses with the

Plaintiff. 8.2 He stated that such a restriction is extra statutory and without legal foundation. He stated that the order dated 05.04.2024 passed in CS(COMM) 692 of 2021 titled as 'InterDigital v. Oppo' relied upon by the Plaintiff to justify this restriction is a consent order between the parties to the said suit and cannot form basis for imposition of unilateral restriction.

2020:DHC:3598, at paragraph nos. 63 and 65(viii).

8.3 He stated that in-past, the Plaintiff has accepted in-house representatives as members of the Confidentiality Club, without such restriction. He referred to the order dated 24.02.2020 passed in CS(COMM) 581/2019 titled as 'Nokia Technology OY v. Lenovo Group Ltd. & Anr.'. 8.4 He stated that the imposition of the proposed limited-licensing restriction is unduly onerous, as the Defendants have only a limited number of senior in-house representatives for licensing discussions; and that restricting them in this manner would impede ongoing third-party negotiations and place the Defendants at a competitive disadvantage. 8.5 He stated that the condition requiring the participation of the Defendants' representatives to be subjected to 'counterparty consent' is arbitrary, as it confers an unwarranted veto upon the third-party i.e., counterparty, thereby effectively paralysing the Defendants' ability to negotiate.

8.6 He stated that the choice of in-house representatives of the Confidentiality Club should rest with the Defendants and Plaintiff cannot dictate the names. He stated that choice of the representatives is determined on the basis of jurisdictional requirements. He stated that Plaintiff cannot insist that Defendants should replicate the club as constituted in the corresponding foreign proceedings. He stated that Defendants are proposing members names enlisted in Annexure 1 to its written submissions. 8.7 He stated that, with respect to the Plaintiff's condition (i), requiring the submission of redacted documents to the Confidentiality Club, is unreasoned and vague. He submitted that such redactions could leave the Defendants blind-sided and unable to meaningfully assess whether the withheld portions contain material elements, such as discounts, territorial carve-outs, or specific royalty rates, each of which could be critical to the FRAND assessment. He stated that so as to enable the Defendants to assess whether the royalty rate at which the Plaintiff has licensed its SEPs ['Standard Essential Patent'] are indeed FRAND ['Fair, Reasonable and Non-Discriminatory'], the Defendants must be able to appreciate the precise scope of the licenses, its territorial ambit, and all considerations forming the basis of the agreed royalty. He relied upon the judgment of the coordinate Bench in InterDigital v. Xiaomi 3 (supra).

8.8 He stated that Plaintiff, prior to redaction, must inform the Defendants of the nature, extent and context of the proposed redactions. He stated that Plaintiff cannot be permitted to redact documents without disclosing what specific portions are redacted, and reasons for such redaction. 8.9 He stated that this blanket prayer for liberty to redact unspecified portions of unspecified documents is contrary to Rule 19 of the Delhi High Court IPD Rules, 2022. He stated that granting such permission to the Plaintiff will cause prejudice to the Defendants and compromise their ability to effectively defend the present suit.

8.10 He stated that if the Plaintiff elects to file redacted versions, the unredacted version must be

made accessible to the members of the Confidentiality Club. He referred to the order dated 07.07.2025 passed by the coordinate Bench in CS(COMM) 1683/2016 titled as 'Unilin Beheer B.V. v. Balaji Action Buildwell'4.

8.11 He stated that the Plaintiff should be directed to place on record all relevant comparable licenses, which it has executed with third-parties. He At paragraph nos. 28 to 34.

At paragraph nos. 1 to 5.

stated that this is essential so as to enable Defendants to verify:(i) whether all relevant licenses have been disclosed, and (ii) whether similarly situated parties may have obtained materially different terms, including lower rates or broader portfolio access. He relied upon the judgments in InterDigital VC Holdings Inc & Ors. v. Guangdong Oppo Mobile Telecommunications Corp. Ltd. & Ors.5 ['InterDigital v. Oppo (2024)'] and InterDigital v. Xiaomi6 (supra).

8.12 He stated that this is essential so that Defendants can test the FRAND nature of the Plaintiff's offer. He stated that selective disclosure will defeat the very purpose of the FRAND inquiry.

9. Mr. Saikrishna Rajagopal, learned counsel appearing on behalf of the Defendant in CS (COMM) No. 645/2025 supplemented the submissions to contend that the limited-licensing restriction sought by the Plaintiff is onerous and unreasonable. He stated that no such restriction has been sought by the Plaintiff in corresponding foreign proceedings between the parties before UPC at Munich and in German District Courts.

9.1 He stated that there is no precedent of this Court that imposes this kind of a restriction on the in-house representatives, without the consent of the parties.

9.2 He stated that the Plaintiff has relied upon the judgment in InterDigital v. Oppo (supra); however, in the said judgment ultimately in-house representatives were included and no restriction, that the Plaintiff seeks herein, was imposed.

2024:DHC:7244, at paragraph nos. 15 to 21, and 25.1.

At paragraph nos. 26 to 33, 53(c) and 54 to 57.

9.3 He stated that the coordinate Bench in InterDigital v. Xiaomi (supra) has conclusively ruled that in-house representative ought to be part of confidentiality clubs in SEP suits and the said restriction is not envisaged in the said judgment.

9.4 He stated that the Plaintiff's plea for redaction cannot be permitted as there is no mention of any redaction being permitted for documents being disclosed to the Confidentiality Club members in the corresponding foreign suits.

9.5 He stated that the coordinate Bench in InterDigital v. Xiaomi7 (supra) deliberated on the issue

of redaction of the confidential documents and held that the Defendant would be allowed to plead that the redacted details have been unfairly withheld and its disclosure is in fact, relevant. Moreover, even if redaction is permitted, Defendant's counsel who are part of the Confidentiality Club should be permitted to see the redacted portions so as to assist the Court on determining its relevance on a document-to-document basis.

9.6 He states that the selection of comparable licences cannot be solely at the Plaintiff's discretion, this determination would require evaluation by the Defendants as well and therefore, the Plaintiff must produce 'all' its licences.

10. In response to the Defendant's submission that Plaintiff be directed to disclose all comparable licences, learned senior counsel for the plaintiff states that this aspect is not a subject matter of the present application.

At paragraph 63 to 65 10.1 He further states that Defendant's reliance on order dated 24.02.2020 in CS(COMM) 581/2019 in 'Nokia Technology OY v. Lenovo Group Ltd. & Anr.' is misplaced as it was a consent order.

Finding and Analysis

11. This Court has heard the learned counsel for the parties and perused their written submissions.

In-house representatives of Defendant as part of the Confidentiality Club

12. The controversy regarding the inclusion of the Defendants' in-house representatives in the Confidentiality Club is no longer alive, as the Plaintiff has itself consented to their participation.

Nevertheless, this Court considers it appropriate to record that the Defendants have produced several orders⁸ demonstrating that, in SEP suits, parties routinely agree to inclusion of in-house representatives of defendants. In particular, the order dated 24.02.2020 in CS(COMM) 581/2019 titled as 'Nokia Technologies OY v. Lenovo Group Ltd. & Anr.', which involved the present Plaintiff, reflects that the inclusion of in-house representatives of defendant therein was accepted, as a matter of course without any cavil.

13. This Court also finds merit in the Defendants submissions that the permissibility of including in-house representatives of a defendant in a Confidentiality Club for SEP suits has already been conclusively settled by a coordinate Bench in InterDigital v. Xiaomi⁹ (supra).

14. The Plaintiff has relied on a subsequent decision of a coordinate Bench in InterDigital v. Oppo (supra) to contend that exclusion of in-house representatives is preferable. However, as rightly pointed out by the Order dated 24.02.2020 in CS(COMM) 581/2019; Order dated 11.12.2023 in CS(COMM) 383/2023.

At paragraphs nos. 32 to 38 Defendants, even in that very decision the learned Single Judge permitted the constitution of a Confidentiality Club to include in-house representatives of the defendant therein.

15. Moreover, in the facts of this case, the Plaintiff and the Defendants are engaged in corresponding foreign proceedings concerning the same subject matter, where a Confidentiality Club has already been constituted with the Defendants in-house representatives having access to the same confidential material/information. In these circumstances, the relief sought under condition (iii) was not only devoid of any legal or factual justification but was also inherently futile and therefore, ought never to have been pressed. Names of the in-house representatives of the Defendants herein

16. The Plaintiff has proposed that the Confidentiality Club comprise of the Defendant's counsel, its consultants, experts, and in-house representatives, with the latter being limited to those before the UPC at Munich and the German District Courts. The Plaintiff states that it seeks to mirror the composition of the Defendant's in-house representatives who are also members of the Confidentiality Club in foreign proceedings, so as to limit access of Defendants personnel to the Plaintiff's confidential information furnished to the Confidentiality Club.

17. The issue with respect to constituent members of the Confidentiality Club has arisen only with respect to the nomination of in-house representatives.

18. The Defendant in CS(COMM) 645/2025 had no objection to its in-house representatives at UPC at Munich and German District Courts being replicated as members in this Confidentiality Club. Thus, the members of the Confidentiality Club in CS(COMM) 645/2025 will consist of the following members:

1. The Defendants' advocates on record named in the vakalatnama filed in CS(Comm) 645/2025, its consultants and experts.
2. The Defendants' in-house representatives:
 - i. Han Tao, IP Manager ii. Zhao Jie, IP Director iii. Su Huijun, IP Manager.

19. The Defendants in CS(COMM) 643/2025 has accepted that two (2) of its in-house representatives will remain same as before UPC at Munich and German District Courts. It has however sought to replace one (1) of its representatives. Defendants stated that the choice of a representative rests exclusively with the Defendant, and the nomination is decided on the basis of the organisational structure, jurisdictional requirement and internal authorizations. Alike submission was made by the Defendants in CS(COMM) 644/2025 and the said Defendants as well has agreed to replicate two of its in-house representatives and nominated a distinct third member.

20. The Defendants in CS(COMM) 643/2025 and CS(COMM) 644/2025 has made identical written submissions. Illustratively written submission in CS(COMM) 643/2025 are being referred to. Paragraphs 7.8 and 8.1 are being extracted below: -

"7. Two-year restriction on Defendant's in-house representatives is arbitrary and unsustainable

7.8. Imposing a two-year embargo would cause grave prejudice, as the Defendants have only a limited number of senior in-house representatives authorised for licensing discussions. Restricting them would stall ongoing third-party negotiations and place the Defendants at a competitive disadvantage.

.....

8. The Plaintiff cannot dictate who or who will not be a part of the confidentiality club
8.1. The choice of representatives to be included in the confidentiality club rests exclusively with the Defendants, having regard to their organisational structure, jurisdictional requirements, and internal authorisations."

(Emphasis Supplied)

21. In paragraph 7.8 of its submissions, Defendants had emphasized that its in-house representatives for licensing issues are few in number and has relied on this fact to oppose and contend that the proposed limited-licensing restriction would impose an unduly onerous obligation. [The issue of limited- licensing restriction has been dealt with separately in the order.] In contrast, at paragraph 8.1, while opposing mirror composition of in-house representatives, the Defendants have opposed the said submissions on the ground recorded therein.

The Plaintiff has contended that it prays for replication of the same in- house representatives of the Defendants so as to restrict the dissemination of its confidential information.

22. Ordinarily, a defendant/party is at liberty to nominate its in-house representatives to a Confidentiality Club as per its own discretion. However, in the present case, three (3) of the Defendant's in-house representatives are already members of the Confidentiality Club constituted in the corresponding foreign proceedings before the UPC at Munich and consequently have access to the same confidential material. In view of the limited pool of qualified personnel available with Defendant as pleaded in paragraph 7.8 of its written submissions and the existing access of these in-house representatives in foreign actions, the Plaintiff's request for replication of the same personnel as nominee members is reasonable and is accepted.

23. Therefore, the Confidentiality Club in CS(COMM) 643/2025 and CS(COMM) 644/2025 shall comprise of the Defendants' counsels, consultants, experts and the three (3) in-house representatives who are members of the Confidentiality Club in UPC at Munich.

Reasonableness of limited-licensing restriction on the in-house representatives of Defendant

24. After conceding that the Defendants in-house representatives can be members of the Confidentiality Club, the Plaintiff seeks to impose a 'limited- licensing restriction' upon them. The

said restriction was proposed by the Plaintiff in its rejoinder at paragraph 6 which reads as under:

"6. Without prejudice to the foregoing, its rights and contentions, and to avoid delay in the constitution of a Confidentiality Club in the present proceedings, the Plaintiff is willing to accept a Confidentiality Club in the present proceedings with ASUS' members that are identical to those before the Unified Patent Court as mentioned in order dated 8 July 2025 in CFI 289/2025, provided ASUS' in-house representatives that are included as members of the Confidentiality Club undertake to not become involved in any negotiations with the counterparty (without the counterparty's consent), whose agreement is placed under aegis of the Confidentiality Club for a period of two years from the date of being provided access to the counterparty's agreement, unless the in-house representatives cease to be employed, directly or otherwise, by any of the defendants or its subsidiaries / affiliates."

25. In support of this request, the Plaintiff relies on (i) paragraph 53 of the coordinate Bench decision in InterDigital v. Oppo (supra) and (ii) a consent order dated 05.04.2024 in CS (COMM) 692/2021, where parties voluntarily adopted a similar restriction.

26. In response, the Defendants, however, have shown from the record that in corresponding foreign proceedings before UPC at Munich and German District Courts between these very parties; where the same confidential information is disclosed to the members of the Confidentiality Club formed in those foreign proceedings; no such restriction has been imposed on the in-

house representatives, and the Plaintiff has accepted those orders. It is stated that this inconsistency undermines the Plaintiff's grounds for imposing any restriction on the in-house representatives and renders the proposed limited-licensing restriction arbitrary.

27. The Plaintiff has set out its justification for seeking its limited-licensing restriction at paragraph 3.3 and 3.8 of its written submissions, which reads as under:

"3.3. Nokia proposes to submit comparable licenses with third parties and related information in the proposed CC. These comparable licenses contain not just Nokia's confidential information but also that of Nokia's licensees who maybe Asus' competitors. Such commercially sensitive information in the hands of competitor such as Asus would prejudice the licensee.

.....

3.8. Pertinently, the protective orders for CC's passed by the UPC and the German District Courts are passed under applicable law and contain, for example, strict penalty provisions for addressing the breach of conditions. Further, the protective order passed by the International Trade Commission in the United States of America does not include in-house representatives. Copies of said orders are being filed as Document

2. Therefore, each jurisdiction has balanced the interests of all parties as per applicable law. A limited licensing restriction on in-house members of a CC in the present case is consistent with Indian law and is a necessary safeguard to restrict access to and exploitation of valuable confidential information."

(Emphasis Supplied)

28. The Plaintiff contends that an additional safeguard is necessary to prevent any misuse of commercially sensitive material. It therefore proposes a restriction whereby the in-house representatives of Defendants, who are members of the Confidentiality Club shall abstain from participating in any inter-se negotiations between the Defendants and the relevant third-party licensees for a period of two (2) years.

The Plaintiff has not demonstrated how the knowledge of information relating to the third-party licensees could be (mis)used by such in-house representatives to the detriment of the licensees in the event of future negotiations with the Defendants except for relying on presumption of prejudice to the third-party licensees. Significantly, the proposed restriction itself permits the in-house representatives of the Defendant to participate in negotiations, if the concerned third-party licensee consents to their involvement, thereby indicating that the alleged presumptive prejudice can be waived by the third-party licensees.

29. The primary purpose of a Confidentiality Club in SEP suits, as recognised in *InterDigital v. Xiaomi* (supra) and *InterDigital v. Oppo* (supra), is to protect proprietary information of the Plaintiff and the third-party licensee contained in licence agreements. Significantly, the UPC at Munich, in its protective order dated 08.07.2025, at paragraphs 6 and 7, between these same parties, expressly noted the sensitivity and proprietary nature of the information available in licensing agreements but has not imposed any limited-licensing restriction on in-house representatives, who are members of the Confidentiality Club. The necessity of disclosures of such comparable license agreements in SEP suits to the in-house representatives of the defendant has been specifically dealt with and upheld by coordinate Bench in *InterDigital vs. Xiaomi* (supra).

30. The Defendants has opposed the proposed restriction on the ground that it would operate to their prejudice. They submit that only a limited number of senior in-house representatives are authorized to conduct licensing discussions, and imposing such a restriction would impede ongoing negotiations with third-parties and place the Defendants at a competitive disadvantage.

31. The coordinate Bench in *InterDigital v. Oppo* (supra) has observed that a reasonable condition can be imposed on in-house representatives of the Defendant. There is no dispute that the license agreements contain proprietary information pertaining to the third-party licensees. The Plaintiff's intent of the proposed restriction (as garnered from paragraph 3.3 of its written submissions) is to protect the said third-party licensees against any unfair advantage, which the representatives of the Defendants may gain after having access to the third-party comparable license agreements.

32. In the considered opinion of this Court, the interest of the third-party licensees can be protected by stipulating that the in-house representatives will make a full and prior disclosure of their access to the license agreement to the third-party licensee with whom they undertake negotiations. The disclosure will be made at the first instance after having gained access to the license agreement accessed in these proceedings as a member of the Confidentiality Club, so that the third-party licensee is aware of the knowledge gained by the Defendants. Thereafter, if the third-party licensee decides to deal with the said in-house representative(s) of Defendants at its own discretion, there will be no prejudice to the said third-party licensees. In addition, the Plaintiff would also be at liberty to disclose to the third-party licensee that it has disclosed its licenses to the in-house representatives of the defendant in these legal proceedings. These directions, in the opinion of this Court, would sufficiently protect the interest of the third-party licensee and the Defendants herein, who assert that they have limited personnel undertaking licensing negotiations.

33. The Plaintiff contends that the absence of a similar restriction in the protective order of the UPC at Munich, dated 08.07.2025, does not preclude it from seeking such a restriction before Indian courts. It further submits that the said UPC order contains a penalty clause for any breach, thereby implying that no comparable sanction exists under Indian law. This distinction, however, in the considered opinion of this Court does not warrant the imposition of the proposed limited-licensing restriction, which is not penal in nature and cannot be justified on the basis of the arguments advanced by the Plaintiff.

Moreover, the Plaintiff's position before this Court is inconsistent with its stance in corresponding foreign proceedings. Having consented to disclosure of the same third-party comparable licence agreements to the Defendants' in-house representatives who are members of the Confidentiality Club in foreign jurisdictions, without any such conditions, the Plaintiff cannot now seek to impose those very restrictions on the same individuals through an order of this Court.

34. The Plaintiff has relied upon the consent order dated 05.04.2024 passed in CS (COMM) 692/2021 (supra) to contend that similar limited-licensing restriction was imposed on the members of the Confidentiality Club by the coordinate Bench.

The Defendant has pointed out that in the facts of the said case identical restriction was imposed on the members of the Confidentiality Club in foreign jurisdiction also, between the same parties. This fact is not disputed by the Plaintiff.

Thus, it is apparent that in addition to the order dated 05.04.2024 being a consent order, it was also in conformity with the order passed between the parties in foreign jurisdiction agreeing to such a restriction. Therefore, the said order has been rightly distinguished by the Defendant.

35. This Court, therefore, does not impose the limited-licensing restriction proposed by the Plaintiff. Instead, the directions passed at paragraph no. 32 of this order will bind the in-house representatives of the Defendants and in their undertaking to maintain confidentiality, the representatives will specifically acknowledge this obligation qua the third-party licensees. Plaintiff's

proposal for redaction

36. The Plaintiff at proposed condition no. (i) in its prayer clause seeks leave to redact excerpts from the confidential material/documents proposed to be filed in the sealed cover for perusal of the members of the Confidentiality Club. It is stated that Plaintiff does not wish to rely upon these excerpts for its factual allegations.

37. It is stated that this proposal is consistent with the findings of the coordinate Bench in paragraph 63 and direction in paragraph 65(viii) in *InterDigital v. Xiaomi* (supra). It is also contended that the information sought to be redacted is irrelevant and reference has been made to order dated 16.02.2023 in CS(COMM) 383/2020 titled as '*Koninklijke Philips N.V. v. Vivo Mobile*' for precedent.

38. The Defendants have opposed the said prayer on the plea that it is vague and procedurally untenable. It is stated that the Plaintiff has not disclosed the nature, extent and context of the proposed redaction. Defendants relied upon the judgment of the coordinate Bench in *InterDigital v. Xiaomi* (supra) to contend that if the essential terms and scope of the comparable licenses are not disclosed, the Defendants will be unable to assess whether the royalty rates in these licenses are indeed FRAND. It is stated that in terms of Rule 11(ii) and (iii) of Patent Rules, 2022 and Rule 19 of the Delhi High Court IPD Rules, 2022, the Plaintiff must seek specific permission of the Court by way of application for the portions of the documents which are sought to be redacted.

39. The Defendants in CS(COMM) 643/2025 and CS(COMM) 644/2025 has stated that alternatively Plaintiff should be directed to file unredacted copies simultaneously in a sealed cover and these unredacted versions must be made accessible for the inspection by the members of the Confidentiality Club.

40. The Defendant in CS(COMM) 645/2025 has stated that, so as to enable the Defendant to assess whether the redacted details have been unfairly redacted and that the disclosure in fact relevant for its defence, the Defendant's counsels who are part of the Confidentiality Club should be permitted to see the redacted portions and assist the Court on determining its relevance on a document-to-document basis.

41. The coordinate Bench in *InterDigital v. Xiaomi* (supra) at paragraphs 26 to 32 has held that inspection of the terms and conditions of the comparable license agreements by a defendant in SEP suits for determining FRAND rate is unexceptionable and the third-party license agreements cannot be withheld by the plaintiff.

However, at paragraph 63 and 65 (viii) the Court in the said judgment recognized an exception to such disclosure by a plaintiff and recognized that details in the license agreement which were agreed between the plaintiff and the third-party to remain confidential can be redacted; and the plaintiff would then be precluded from relying upon the redacted material. It held that however if the defendant sought a disclosure of such redacted details, the Court would consider the issue on a document-to-document basis.

42. In the facts of this case, the Plaintiff has not clarified or enlisted the portions of the documents and/or material which are sought to be redacted. However, since the written submissions are premised on third-party comparable license agreements, it is presumed that it is the portions of these agreements which are sought to be redacted.

43. Applying the principles laid down in *InterDigital v. Xiaomi*¹⁰ (supra), the Plaintiff is thus permitted to redact portions of the confidential documents and information, which are limited to information which was agreed between the Plaintiff and the third-party licensee to remain confidential, so long as such information had no bearing on determination of the FRAND rates between the parties therein.

The Plaintiff while redacting the portions will bear in mind that the material information which formed the basis of determination of the FRAND rate in the license agreement is not redacted. The material information relevant for a defendant's inspection has been illustrated in the aforesaid judgment itself at paragraph 27 and the Plaintiff will bear this in mind so as to avoid unnecessary applications in these matters. Needless to state, the Plaintiff will not be entitled to rely upon the redacted particulars.

44. The non-redacted version of the documents and information will be filed by the Plaintiff in a sealed cover with the registry. The non-redacted version of the documents will, however, be available for inspection of the counsels for the Defendants who are members of the Confidentiality Club so At paragraph nos. 63 and 65(viii).

that they can evaluate whether the redacted portions are necessary for the Defendant's consideration. Though, the non-redacted version will not be available for inspection of the in-house representatives of the Defendant who are members of the Confidentiality Club.

The Defendants will be at liberty to approach the Court for seeking disclosure of the redacted material on a document-to-document basis as contemplated in paragraph 65(viii) of the said judgment in *InterDigital v. Xiaomi* (supra).

Disclosure of all 'Video SEP' licenses by the Plaintiff

45. Dehors the application and the prayers therein, the Defendants have contended that Plaintiff be directed to disclose 'all' comparable licenses to the Confidentiality Club. Defendants in CS(COMM) 645/2025 has stated that Plaintiff must produce all its licenses, expired or otherwise and irrespective of whether they are based on running royalty rate structure or lumpsum payment structure. Similarly, Defendants in CS(COMM) 643/2025 and CS(COMM) 644/2025 states that all comparable license agreements must be disclosed for enabling an effective disclosure. Defendants state that selection of comparable licenses cannot be at the sole discretion of the Plaintiff.

46. The Plaintiff states that this plea of the Defendants is not relevant to the reliefs prayed for in the present application.

47. In the considered opinion of this Court, the Defendant's prayer that Plaintiff be directed to provide inspection of 'all' comparable licenses is reasonable. The intent of offering inspection of the comparable licenses to a defendant in SEP suits is to enable the said defendant to satisfy itself that the rate offered is FRAND and this can only be done if 'all' comparable licenses are filed by the plaintiff. The Plaintiff plea that this is an oral prayer made by the Defendants and ought to be reserved for another round of adjudication fails to persuade this Court. This plea is relatable to the reliefs sought in the application and is therefore entertained. The Plaintiff is accordingly directed to disclose 'all' comparable licenses in the Confidentiality Club. Conclusion

48. Conclusively, following directions are issued with respect to the formation of Confidentiality Club:

- a. Confidentiality Club in these connected SEP suits shall comprise of the Defendants' legal counsels, consultants, experts and their in-house representatives, mirroring the same names of the in-house representatives as in the corresponding foreign proceedings, to prevent unnecessary dissemination of confidential information.
- b. The Plaintiff's plea to impose a two-year 'limited-licensing restriction' on the Defendants' in-house representatives is not accepted. Instead, appropriate disclosure directions by Plaintiff and the Defendants in-house representatives to the third-party licensees have been made at paragraph 32 of this Order.
- c. The Plaintiff's plea of redaction is allowed, in accordance with the directions for redaction mentioned at paragraph nos. 43 and 44 of this Order.
- d. The Plaintiff is not permitted to exercise discretion in selecting comparable licenses, and full disclosure of all comparable licenses shall be made as per the directions mentioned at paragraph 47 of this Order.

49. The conditions of the Confidentiality Club proposed by the Plaintiff at Sr. no. (ii), (iv), (v), (vi), (vii) and (x) were not objected to by the Defendants and the same are allowed as it is.

50. The condition no. (i), (viii) and (ix) [on the issue of redaction] is allowed in accordance with the findings returned at paragraph nos. 43 and 44.

51. The condition no. (iii) pertaining to constituents of the Confidentiality Club is allowed in accordance with the findings returned at paragraph nos. 12, 18 and 23.

52. With the aforesaid directions, the applications stand disposed of. CS(COMM) 643/2025 CS(COMM) 644/2025 CS(COMM) 645/2025

53. List these matters for disposal of pending applications and further directions on 10.11.2025.

MANMEET PRITAM SINGH ARORA (JUDGE) SEPTEMBER 22, 2025/rhc/AM Click here to check corrigendum, if any