* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% Order reserved on: 01.04.2026
Order delivered on: 01.07.2026

\+ CS(COMM) 1045/2025, I.A. 24409/2025, I.A. 30455/2025, I.A. 31617/2025, I.A. 2901/2026

INTERDIGITAL PATENT HOLDINGS INC & ANR .....Plaintiffs

versus

SHENZHEN TRANSSION HOLDINGS CO LTD & ORS
.....Defendants

\+ CS(COMM) 1046/2025, I.A. 24419/2025, I.A. 30456/2025, I.A. 31616/2025, I.A. 4343/2026 & I.A. 5389/2026

INTERDIGITAL PATENT HOLDINGS INC & ANR .....Plaintiffs

versus

SHENZHEN TRANSSION HOLDINGS CO LTD & ORS
.....Defendants

Advocates who appeared in this case:

For the Plaintiffs : Mr. Pravin Anand, Ms. Vaishali R. Mitttal, Ms. Gitanjali Sharma, Mr. Siddhant Chamola, Ms. Pallavi Bhatnagar, & Ms. Prachi Sharma, Advocates.

For the Defendants : Mr. Saikrishna Rajagopal, Ms. Julien George, Mr. Vivek Ayyagari, Mr. Arjun Gadhoke, Mr. Ayush Saxena, Mr. Christo Sabu, Mr. Devanjan Chakravarty, Mr. Sanskar Dua, Mr. Soumya Singh, Ms. Priyam Lizmary Cherian and Mr. Vedam Anand Kumar, Advocates.

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

O R D E R

TUSHAR RAO GEDELA, J.

I.A. 24410/2025 in CS(COMM) 1045/2025 & I.A. 24420/2025 in CS(COMM) 1046/2025 (Seeking pro-tem security payment)

1. These are applications filed by the plaintiffs under Section 151 of the Code of Civil Procedure, 1908 (*"CPC"*), seeking pro tem security payment.

BRIEF FACTS:

2. The plaintiff no.1 was established in the year 1972. Plaintiff no.2 is the current parent company and was established under the laws of Pennsylvania, USA, and is listed on NASDAQ. It claims to be one of the world's largest research and innovation companies, uniting wireless communication and video communication technologies. It further claims to be a leading designer and developer of technology solutions and intellectual property for the mobile industry. Plaintiffs assert that they have developed and designed a wide range of advanced technologies used in digital and wireless products, including 2G, 3G, 4G, 5G and IEEE 802, related products and networks. Plaintiffs claim a total revenue of about USD 549.9 million in the year 2023.

3. Plaintiffs claim that their technological innovations are currently protected by more than 31,500 patents and applications worldwide, including more than 1,000 patents and patent applications in India. Over the last 15 years, they claim to have invested more than USD 1 billion in research and development activities.

4. Plaintiffs further claim that, owing to its long standing technological contributions to the telecommunication field, (including 5G patents), they

have disclosed to ETSI, as potentially standard-essential to wireless telecommunications standards, more than 150 3G UMTS patent families comprising more than 3,100 patents and applications, more than 470 4G LTE patent families comprising more than 6,700 patents and applications, and more than 450 5G NR patent families, comprising more than 4,600 patents and applications across multiple jurisdictions and telecommunication technologies. These patents and applications allegedly cover several key technologies relating to 3G, 4G and 5G telecommunications standards. They further claim that they actively contribute to the technical development of standards pertaining to digital cellular and wireless communications, among other technologies. As innovators and contributing participants in the wireless technology industry, the plaintiffs claim to respect and honour their commitments under the applicable intellectual property policies of the standards-development organizations of which they are members.

5. Plaintiffs also claim that, in order to make this high-end technology available to other parties, they have committed to ETSI that they were prepared to grant licenses to their standard essential patents to implementers of ETSI wireless communications standards on fair, reasonable and non-discriminatory (FRAND) terms and conditions. Plaintiffs assert that their licensing practices are considered exemplary by the industry and they have been honoured with Licensing Achievement Awards by the Licensing Executives Society, alongside other winners such as IBM Corporation and Stanford University. Some of plaintiff's past and present wireless licensees include Google, Apple, Asus, Ericsson, Huawei, LG, HTC, Fujitsu, Oppo, Vivo, Panasonic, Samsung, Seiko, Sony, Kyocera, Wistron, Pegatron, Arima Communications, Blu Smartphones, Inventec, Fairphone, ZTE, and Xiaomi.

Licensees through licensing platforms include Audi, BMW, Rolls-Royce, Skoda and Volkswagen, among others.

6. The defendant no.1/Shenzhen Transsion Holdings Co. Ltd., was established in Shenzhen, China and is engaged in the business of manufacturing/selling/exporting smart phones under the brands ITEL, INFINIX and TECNO. It is stated that the said phones operate in accordance with 2G, 3G, 4G & 5G mobile standards. It is also stated that defendant no.1 has a presence in more than 70 countries, including India, through defendant nos.2 to 5.

7. In the 1980s, commercialisation of wireless communication technology was initiated and the first generation (1G) cellular system, which used analogue radio signals for voice communication emerged. Due to the lack of uniform international standards, there was a vast variation in technology and protocols from country to country. On account of such technological deficiency, the cellular phones could not operate globally, or even regionally, because of network incompatibility. In order to resolve this issue, various organisations commenced investigating the problem. It is stated that, from the year 2000 onwards, Long Term Evolution (LTE) systems and the standards were developed for the wireless transmission of high-speed data. The next generation of wireless technology is 5G, which offers faster speeds, lower latency, enhanced capabilities and greater reliability. It also allows greater connectivity across devices.

8. Plaintiffs claim to be among the contributors to the development of technology that has become essential to the implementation of these standards.

9. The dispute between the plaintiffs and defendants is regarding use of

plaintiff's Standard Essential Patents (SEPs) with respect to 3G, 4G, 5G and HEVC (video coding) used by the defendants in their mobile phones. Plaintiffs claim that the defendants have remained unlicensed since launching their smartphones in the Indian market, atleast since April, 2016. Plaintiffs allege that the defendants' mobile phones make unauthorised and unlicensed use of the plaintiff's SEPs, amounting to infringement of those SEPs, including the suit patents. Plaintiffs claim that the defendant no.1 had a market share of 8.6% as of the closing year 2023. In the present case, the plaintiffs rely on some of its SEPs from their the entire portfolio which protect technology pertaining to 3G, 4G and 5G standards.

10. Plaintiffs state that the defendants' unwillingness to conclude a license from the plaintiffs would mean that the import, manufacture, sale, offer for sale and use of the defendant's products amount to infringement of plaintiffs' SEPs. They further state that plaintiffs and similar owners of SEPs, have undertaken an obligation to grant licenses for the use of their SEPs to willing, end-user device manufacturers on fair, reasonable and non discriminatory (hereinafter referred to as "FRAND") terms and conditions.

11. Plaintiffs claim to have made numerous attempts to negotiate and execute a license agreement for their SEPs with the defendants since their first correspondence in June, 2019. However, the defendants are stated to have not shown true willingness to enter into a license agreement on FRAND terms.

12. It is for this reason, the accompanying suit has been filed. While the suit is pending adjudication, the present applications have been filed seeking the following reliefs:

> *"a. A direction to the Defendants for the payment of a pro-tem security deposit of monies directly to the Plaintiffs, for the unlicensed manufacture, import and sale of 3G, 4G and 5G*

compliant devices, on the basis of FRAND offer(s) made by the Plaintiffs to the Defendants, or any other amount as deemed fit by this Hon'ble Court in order to secure the rights and interests of the Plaintiffs during the pendency of the Plaintiffs' interim injunction application;"

ARGUMENTS OF THE PLAINTIFFS:-

13. Appearing for the plaintiffs, Mr. Anand, learned counsel submitted as under:

13.1. Mr. Anand, learned counsel gave a brief overview of what a Standard Essential Patent (hereinafter referred to as "SEP") is, and explained the need for the SEPs in the context of wireless communications globally. He submitted that the SEPs allow interoperability and compatibility between products made by different manufacturers to work together seamlessly across various jurisdictions. Learned counsel submitted that the standards are broadly categorized based on their source primarily *de facto, collaborative and governmental* and those based on access to intellectual property rights or openness in the development process, primarily *open and close standards*.

13.2. Learned counsel elaborated on what are Standard Development Organisations (SDOs), submitting that these are voluntary and non-profit organisations that coordinate the development of standards. Some of the well-known SDOs are DVD Forum; 3GPP; CCSA (China); EPSI (Europe); ATIS (USA); TTA (Korea); TTC (Japan); TSDSI (India); IEEE- Institute of Electrical and Electronics Engineers; ISO- International Standards organization; ITU-T-International

Telecommunications Union and IEC-International Electrotechnical Commission.

13.3. Coming to the present case, learned counsel submitted that the present applications are in respect of a claim for pro tem security sought by the plaintiffs. He would contend that the basis for pro tem security emanates from the implementor's obligation to necessarily secure the SEP holder and provide a rendition of accounts when making unlicensed use of its SEPs. He would submit that, unlike a relief of interim injunction on the ground of infringement, a claim for pro tem security does not require the Court to assess deeper issues like validity and essentiality on merits.

13.4. Learned counsel submitted that the plaintiffs had filed four previous suits, in that, two suits against Xiaomi and two against Oppo bearing ***CS (COMM) 295/2020 & CS (COMM) 296/2020*** titled ***"Interdigital Technology Corporation & Ors. vs. Xiaomi Corporation & Ors."*** decided on 15.11.2021; and ***CS (COMM) 692/2021 & CS(COMM) 707/2021*** titled ***"Interdigital Technology Corporation & Ors. vs. Guangdong Oppo Mobile Telecommunications Corp. Ltd. & Ors."*** decided on 05.11.2024. He submitted that all four suits were decreed in respect of patents which are identical to the patents in the present suits. He refers to the final judgment and decree passed in those suits which are placed at pages 172 and 175 of the Convenience Compilation handed over the Bench. He also refers to the interim orders passed in the same suits in respect of the pro tem security sought by the plaintiffs. Learned counsel also handed over to the Bench the order passed by the learned Division Bench in ***FAO(OS)(COMM)***

47/2024 titled ***"Guangdong Oppo Mobile Telecommunications Corp. Ltd. & Ors. vs. Interdigital Technology Corporation & Ors"*** decided on 31.05.2024.

13.5. Touching lightly upon what according to him is the manner in which infringement of an SEP may be proved, he explained that it is done by (i) mapping plaintiff's patent to the standard to show that the patent is an SEP and (ii) showing that the defendants' device also maps to the standard. This, according to him, is akin to the Law of Transitivity. In order to demonstrate that the patent maps onto the standard, courts ordinarily consider claim charts which can be mapped to the standard and for the purposes of demonstrating that the defendants' device conforms to the said standards, the Courts could also consider test reports which show that the device conforms to the standard.

13.6. Learned counsel for the plaintiffs submit that the present suits have been filed essentially based on five patents which are enumerated as under:

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13.6.1. Indian Patent No. 295912 (IN'912 patent) titled *"DYNAMIC RESOURCE ALLOCATION, SCHEDULING AND SIGNALING FOR VARIABLE DATA RATE SERVICE IN LTE"* granted on 19.04.2018.

13.6.2. Indian Patent No. 313036 (IN'036 patent) titled *"METHOD AND SYSTEM FOR A WIRELESS TRANSMISSION/RECEIPT"* granted on 22.05.2019.

13.6.3. Indian Patent No. 320182 (IN'182 patent) titled *"IMPLICIT DRX CYCLE LENGTH ADJUSTMENT CONTROL IN LTE_ACTIVE MODE"* granted on 10.09.2019.

13.6.4. Indian Patent No. 319673 (IN'673 patent) titled *"METHOD AND APPARATUS FOR ENHANCING DISCONTINUOUS RECEPTION IN WIRELESS COMMUNICATION SYSTEMS"* granted on 02.09.2019.

13.6.5. Indian Patent No. 262910 (IN'910 patent) titled *"A METHOD FOR TRANSFERRING DATA OVER AN ENHANCED DEDICATED CHANNEL (E-DCH), A WIRELESS TRANSMIT/RECEIVE UNIT AND A BASE STATION THEREOF"* granted on 24.09.2014.

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13.6.6. Indian Patent No. 308108 (IN'108 patent) titled *"METHODS AND APPARATUS FOR IN-LOOP DE-ARTIFACT FILTERING"* granted on 26.02.2019.

13.7. Learned counsel for the plaintiffs drew attention to the field of invention described in the complete specifications, as well as the eighteen claims contained therein. Learned counsel has also painstakingly taken this Court through the claim charts which demonstrate claim mapping of the Indian patents with the 3GPP standards for the purpose of essentiality analysis. Learned counsel submitted that in the last six years, commencing from the year 2019, the plaintiffs have provided more than 100 claim charts to the defendants for the purposes of executing FRAND agreement. In order

to substantiate the essentiality, as an example, learned counsel referred to IN'036, which corresponds to EP Patent no.2485558 and submitted that the said patent was subject matter of a lawsuit in the UK Court between the plaintiffs and Lenovo bearing Case No.HP-2019-000032, wherein, by the order dated 29.07.2021, the said patent has been held to be valid and essential to the Release 8 of LTE and that it had been infringed. Thus, according to him, the essentiality of the patent IN'036 has already been tested and its validity upheld by the UK Court. An appeal was preferred by the plaintiffs, however, was dismissed by the Appellate Court *vide* the judgment dated 19.01.2023.

13.8. In order to demonstrate that the plaintiffs were willing licensors and ready to execute an agreement, the plaintiffs had sent a number of claim charts to the defendants. It was submitted that the aforesaid IN 036 was sent to the defendants along with the claim chart which was discussed. Learned counsel also referred to a number of correspondences emanating after the claim was submitted to the defendants, particularly the letter dated 25.08.2025. Learned counsel would contend that the letter dated 25.08.2025 is relevant for the reason that though the plaintiffs' offer dated 25.05.2025 complied with the commitment to grant FRAND license in respect of plaintiff's SEP portfolio, the defendants continued to question the accuracy of CounterPoint's reports. [redacted]. He also submitted that the defendants were also made aware of the determination of royalty for a patent license between the plaintiffs and Samsung, in which the

International Chamber of Commerce Arbitrators recognized approximately USD 131 million of recurring revenue per year for eight years. However, learned counsel submitted that the defendants remained unwilling licensee inasmuch as neither did they agree to the FRAND offer of the plaintiffs nor did they agree to invoke arbitration to decide the disputes.

13.9. Learned counsel also contended that there are a number of judgments of this Court whereby it has been held that pro tem security payment is an *ad-interim* relief meant to balance equities between the parties and is the implementor's obligation in the negotiation phase itself. He also contended that the threshold for establishing a *prima facie* case for pro tem security payment is lower as no detailed exploration of facts is needed. According to learned counsel, the relief sought by way of a pro tem security payment is not assessed in the same manner as an interim injunction since only equities are to be balanced where the SEP holder stands at a disadvantage vis-a-vis an implementor.

13.10. Learned counsel would emphasize that the payment of pro tem security also becomes necessary inasmuch as during the pendency of the suit, the implementor, i.e. the defendants in this case continue to sell their devices which use the SEPs in question. Thus, the lack of security works to the disadvantage of not only the SEP holder like the plaintiffs, but also other willing licensees who choose to pay license fees for the same patents. Learned counsel also submitted that there are a large number of cases where pro tem security has been directed to be deposited. In fact, according to learned counsel, if the plaintiffs are

able to *prima facie* demonstrate validity and essentiality of even one of the suit patents, the plaintiffs are entitled to pro tem security payment as against the entire SEP portfolio. He would submit that as demonstrated above, IN 036, as an example, has not only been held to be essential and valid by the UK Court between IDC and Lenovo, case No: HP-2019-000032, Neutral Citation Number: [2021] EWHC 2152 (Pat), but even the defendants therein could not question its essentiality and validity. Similarly, learned counsel would submit that the plaintiffs had provided the defendants with more than 100 claims in the last six years, yet, the defendants for one reason or the other has been delaying the issue of execution of FRAND License. It is in that context, learned counsel would submit that the plaintiffs have been able to demonstrate that the defendants are an unwilling licensee.

13.11. In order to substantiate that the plaintiffs are willing licensors and that they have complied with the FRAND obligations, learned counsel would submit that the defendants were approached way back in the year 2019 and subsequently in the year 2020, which negotiations are continuing till date. Learned counsel would submit that the correspondence exchanged between the parties would clearly demonstrate that the plaintiffs had complied with their FRAND obligations. In fact, the parties are stated to have exchanged several offers and counter-offers. The tabulated form of offers and counter-offers is extracted hereunder:

1.	**Plaintiff's first offer**	[redacted]
2.	**Defendant's first counteroffer**	
3.	**Plaintiff's second Offer**	
4.	**Defendant's second counteroffer**	
5.	**Defendant's third counteroffer**	

13.12. In order to further demonstrate that defendants are unwilling licensees, learned counsel also emphasized that in order to resolve the FRAND licensing rates, the plaintiffs offered resolution through a neutral and independent third-party Arbitration Tribunal. However, the defendants are stated to have refused such alternate dispute resolution. That apart, the plaintiffs have gone to the extent of sharing the list of patents forming their SEP Portfolio with the defendants under the letter dated 01.03.2024. Moreover, learned counsel reiterates that the plaintiffs have shared 100 claim charts for 3G, 4G and 5G SEPs demonstrating essentiality and infringement of such patents by the

defendants' devices *vide* the e-mails dated 19.03.2024, 30.03.2024, 25.05.2024 and 31.05.2024.Additionally, learned counsel would also submit that the parties have had atleast twelve extensive meetings including 4 full-day meetings in China for technical discussions on the SEP portfolio. The plaintiffs are stated to have also provided detailed explanations on the rationale and computation of the royalties proposed in its offers made to defendant no.1 on 03.07.2025 and 25.08.2025. As asserted above, learned counsel would submit that the e-mails dated 03.07.2025 and 25.08.2025 clearly indicated the royalties that were being paid by other licensees. However, the non-response by the defendants to enter into a FRAND license agreement on account of aforesaid facts, according to the learned counsel, demonstrates that the defendants are an unwilling licensee.

13.13. In order to buttress that the plaintiff's SEP portfolio is tried and tested, learned counsel would submit that the plaintiffs have disclosed to ETSI several patents covering 3G, 4G and 5G which include (i) more than 150 3G UMTS patent families comprising more than 3100 patents and applications; (ii) more than 470 4G LTE patent families comprising more than 6700 individual patents and applications and (iii) more than 450 5G NR patent families, comprising more than 4600 patents and applications. Learned counsel emphatically stated that for the very same portfolio of the plaintiffs, companies like Apple, Google, Oppo, Samsung, Huawei, Lenovo, LG, ZTE, HTC, Kyocera, Sony and Xiaomi have already accepted licenses which include the suit patents too.

13.14. Learned counsel would contend that despite requests, particularly

the request made on 08.05.2025, the defendant no.1 has failed to disclose the requisite sales data which is usually the action undertaken by every willing licensee in order to complete the negotiations with respect to execution of a FRAND License Agreement. He also contended that the unwillingness of the defendants to obtain license on FRAND terms is also clear from the fact that no security has been offered by the defendant no.1 despite six years of continuous negotiations which is further confirmed by the unreasonably low counter-offers made by the defendant no.1.

13.15. In order to demonstrate that not only are the defendants unwilling licensees but also habitual offenders, learned counsel referred to other litigations filed by SEP holders against defendant no.1 consequent whereupon, the defendant no.1 settled the matter by executing license agreements. He also informs that there are other litigations pending not only in India but in foreign jurisdictions as well.

13.16. In order to strengthen the case of the plaintiffs for payment of pro tem security, learned counsel would contend that the defendants are in a precarious financial condition in the following manner:

a. Transsion India faces significant contingent risks, including a customs duty dispute with the DRI involving [redacted] paid under protest.

b. A transfer pricing adjustment of [redacted]

c. Transsion India has investigations involving a vendor's director amounting to freezing of a bank account balance of [redacted]

d. A major customer, Defendant no. 5, G Mobiles India Pvt Ltd. has bad financial health and Transsion India's dependence might affect its financial health.

e. Transsion India has no immovable assets in India."

13.17. Dilating further, learned counsel would also submit that the defendant no.5- G Mobiles India Private Limited has a negative net worth and has never been positive for five reporting years. Learned counsel would contend that the precarious financial condition of defendants is a good and valid ground for grant of pro tem security as held by this Court in ***Nokia vs. Oppo (DB)*** *(supra)* ***and Dolby vs. Lava*** *(supra)*.

13.18. To the question of the quantum of pro tem security which needs to be deposited, Mr. Anand, learned counsel would emphatically contend that it should be based on the offer of the plaintiffs and not the counter-offer of the defendants. He would rely on the judgment of ***Phillips vs. Oplus, Dolby vs. Lava and Voiceage vs. HMD*** (German Decision) for the said proposition. Predicated thereon, learned counsel would submit that the defendants ought to be directed to deposit a pro tem security amount based on the plaintiff's last offer of 07.05.2025 for [redacted] on all 3G, 4G and 5G compliant devices sold in India by the defendants.

13.19. In order to demonstrate how various decisions of this Court have quantified the pro tem security amount to be deposited by defendants, learned counsel had handed over to the Court a detailed chart which is reproduced hereunder:

Sl. No.	Title	Technology type	Form of security	Whether ex-licensee relationship?	Whether PLAs shown to Defendant before pro-tem security?	Quantum of security and basis
1.	OPPO v. InterDigital (DB) 2024	3G, 4G, 5G, HEVC	Bank Guarantee	No	No	**Quantum –** (****** Figures) Confidential Basis – 18.75% of global Counteroffer (India share)
2.	Nokia v. Oppo (DB) – 2023	3G, 4G, 5G	Deposit in court	Yes	No	**Quantum – Confidential** (****** Figures) Confidential Basis – 23% Last-paid royalty (India share)
3.	Xiaomi v. Ericsson (DB) 2014	2G, 3G	Deposit in court	No	No	**Quantum –** INR 100 X devices sold Basis – Ad-hoc and random figure picked by the Court
4.	Dolby v. Lava 2025	Advanced Audio Coding (AAC)	Deposit in court	No	No *(Seen only by the Court. Not the Defendants' counsel or representatives)*	**Quantum 1 -** First pro-tem based on Defendants' counteroffer of INR 5.13 per device **Quantum 2 -** Second pro-tem based on Plaintiffs' per device rates, Quantum is confidential Basis – Dolby's rates. The Court saw the PLAs but only for "satisfying the Court's conscience" that the similar rates were

						charged to 3rd parties. Court held that PLAs are not necessary for deciding pro-tem. PLAs were not disclosed to Defendants.
5.	Atlas v. TP Link 2023	Wi-Fi 6	Deposit in court	No	No	**Quantum 1 – (******** Figures) Confidential **Basis** – 1/5th of Defendants' counteroffer **Quantum 2 –** INR 1 crore (subsequently revised) **Basis –** Ad-hoc figure
6.	Philips v. Oplus 2023	3G, 4G	Deposit in court	No	No *(Seen only by counsel and the Court. Not by party representatives)*	**Quantum** – INR 53 crores **Basis –** Plaintiff's rates X Defendants' sales
7.	Philips v. Oppo 2022	3G, 4G	Real estate	No	No	**Quantum –** Real Estate was attached as security. **Basis –** This was an offer made by Defendants, and accepted by Plaintiffs.
8.	Philips v. Xiaomi 2020	3G, 4G	Bank Guarantee	No	No	**Quantum** – INR 1000 crores **Basis** – This was an ad-hoc amount in the order. Defendant agreed to secure the Plaintiff for this amount on Day 1. The order was to keep the

						money in a bank account, and later modified to a bank guarantee.
9.	Philips v. Vivo 2020	3G, 4G	Real estate	No	No	**Quantum** – Real Estate was attached as security. This was an offer made by Defendants, and accepted by Plaintiffs.
					(Seen by counsel and the Court after grant of security)	
10.	Dolby v. Das, Dolby vs GDN (Oppo, Vivo)	Advanced Audio Coding (AAC)	Deposit in court	No	No	**Quantum** – INR 34 per device, later reduced to INR 20 per device. Later, parties entered an interim arrangement for INR 30 per device. Total amounted to at least INR 91 crores. **Basis** – Lower than Plaintiffs' offer (INR 38 per device) but higher than Defendants' counteroffer.
11.	Philips v. Bhagirathi and Philips	DVD	Deposit in court	No	No	**Quantum** – INR 45 per device **Basis** – Ad hoc
12.	Ericsson v. Mercury	2G, 3G	Payment to Plaintiff	No	No *(Seen only by the Court)*	**Quantum 1-** (a) GSM: 1.25% of NSP (b) GPRS + GSM: 1.75% of NSP (c) EDGE + GPRS + GSM: 2% of NSP

						(d) WCDMA/HSPA: 2% of NSP (e) Dongles: USD 2.50 **Quantum 2:** (a) GSM: 0.8% of NSP (b) GPRS + GSM: 0.8% of NSP (c) EDGE + GPRS + GSM: 1% to 1.1% of NSP (d) WCDMA/HSPA: 1% to 1.1% of NSP **Basis:** Ericsson's rates The Court did not see PLAs for Quantum 1. The Court saw PLAs for Quantum However, Court clarified that the determination was not reflective of FRAND rates.
13.	Ericsson v. Gionee	2G, 3G	Payment to Plaintiff	No	No	**Quantum 1:** (a) GSM: 1.25% of NSP (b) GPRS + GSM: 1.75% of NSP (c) EDGE + GPRS + GSM: 2% of NSP (d) WCDMA/HSPA:

						2% of NSP (e) Dongles: USD 2.50 **Basis:** Ericsson's rates. **Quantum 2:** (a) GSM: 0.8% of NSP (b) GPRS + GSM: 0.8% of NSP (c) EDGE + GPRS + GSM: 1% to 1.1% of NSP (d) WCDMA/HSPA: 1% to 1.1% of NSP **Basis** – Interim arrangement arrived between parties.

CONTENTIONS ON BEHALF OF THE DEFENDANTS:-

14. Appearing for the defendants, Mr. Saikrishna Rajgopal, learned counsel handed over the Bench, submissions on behalf of the defendants on aspects regarding pro tem security and the applicable law. He would submit as under:

14.1. Fundamentally, learned counsel would submit that the Standards Setting Organizations (SSOs) and its members have an incentive to push for the inclusion of the technology since such inclusion ensures a market for such technology. He also contended that the SSOs are under no obligation to check whether patents declared to be essential or valid are in fact and therefore primarily all SEP claims are self-declarations

made by the patentees themselves. Equally, he would submit that the SSO does not prescribe what the FRAND rates or term would be. Finally, it is the National Courts globally who determine all the aforesaid aspects of an SEP portfolio. He would contend that, therefore, there is no presumption attached to essentiality or validity of an SEP or a patent comprising such a portfolio. According to him, in the lack of such positive authentication and verification, the question of claim of pro tem deposit, that too on an assumption and the self-serving statement of the plaintiffs that its suit patents or the SEP portfolio are in fact essential and valid, does not arise.

14.2. Elaborating further, he would submit that ETSI, the SSO in the present case has clearly stated that it has not checked the validity of the information nor the relevance of the identified patents/patent applications to the ETSI standards and thus, cannot confirm or deny that such patents are either essential or potentially essential. Thus, unless such parameters are first established by the plaintiffs in accordance with law, no such order of payment of pro tem security can be passed by this Court. In support of the aforesaid contention, learned counsel relied upon ***Unwired Planet International Ltd and Anr. Vs Huawei Technologies (UK) Co Ltd.; [2020] UKSC 37*** and ***Intex Technologies (India) Ltd. vs. Telefonaktiebolaget LM Ericsson (PUBL)***; ***2023: DHC:2243-DB***.

14.3. According to learned counsel for the defendants, the plaintiffs are obliged to demonstrate that (i) the patent maps to the standard through claim charts and (ii) the impugned devices manufactured and sold by the defendants conform to the asserted standard. Learned counsel

would submit that in the present case, both are lacking. In the first instance, the defendants have, in their reply, challenged the claim of the plaintiffs that the claim charts of the patents, do map onto the Standard. This fulfils the requirement of Rule 2(f) of the High Court of Delhi Rules Governing Patent Suits, 2022. And in the second, learned counsel would submit that the plaintiffs have failed to provide any test reports of the defendants' devices in the suit pertaining to smartphones/mobiles and the test report provided in the HEVC suit is flawed. He further contended that the claim chart filed by the plaintiffs assert certain specific standards, however, the defendants have nowhere in its technical specifications acceded to any compliance with the said standards. Therefore, it would be imperative for the plaintiffs to first test the defendants' devices to ascertain as to whether the technologies can exist outside the asserted standards as well. According to learned counsel, only when both the aforesaid steps are demonstrated by the plaintiffs, will it be in a position to establish infringement of its claimed SEP. Consequently, as per the learned counsel, the issue of pro tem security deposit, till *prima facie* establishment of infringement of patents is reached, cannot be considered or appreciated.

14.4. Referring to a number of judgments, learned counsel would submit that what can be carved from the ratio laid down therein is that even for grant of pro tem, a *prima facie* establishment of essentiality and validity has to be made out. He would contend that reliance indeed can be placed on certain surrounding factors, however, such factors need to be undisputed by both the parties. He submitted that the

determination of quantum or pro tem deposit should be based on objective material which may be relied upon by the Court. In the absence of any such surrounding factors or objective material coupled with the requirement of *prima facie* establishment of essentiality and validity, no orders for grant of pro tem security can be passed.

14.5. Differing from the arguments addressed by Mr. Pravin Anand, learned counsel, in respect of the judgment in ***Nokia Technologies OY versus Gwangduang Oppo; 2023:DHC:4465***, learned counsel emphasized on the factual differences arising in both the cases. He would submit that in Nokia Technologies (*supra*), the defendants Oppo ((i) was an ex-licensee of Nokia for the patents asserted in the suit and was negotiating to renew its licensing arrangement; (ii) had made an offer to render interim payments to Nokia; (iii) had filed a FRAND rate setting suit in China, which was construed to be a *prima facie* admission that Nokia did own SEPs, which OPPO was required to license; (iv) In 11 out of 13 proceedings filed globally, Courts had found OPPO to be infringing Nokia's SEPs; (v) There was objective material to determine the quantum of the pro tem security – the past license agreement and (vi) OPPO's financial health was precarious in nature. In contradistinction, in the present case, the vital factual differences are that (i) no prior licensing arrangement between the parties; (ii) no such offer has been made by Transsion; (iii) No such proceedings has been filed by Transsion and (iv) No such adverse finding has come against Transsion. However, Plaintiff's claimed SEPs has been held to be non-essential in the past and the corresponding foreign patent of two of the suit patents have been held to be invalid in

China; (v) There is no objective material on record. Plaintiffs have not even filed their third party license agreements and (vi) Defendant no.4 has immovable assets in India, which are valued at [redacted] Transsion is of robust financial health with net profits for the year 2024-2025 being as follows: a) Defendant No. 2 (Ismartu) – [redacted] in 2024-2025; b) Defendant No. 4 (G Mobile) – [redacted] in 2024-2025 and c) Defendant no.5 (S Mobile) – [redacted] in 2024-2025. Relying on the said judgment, learned counsel submitted that in the said case the Court had, before it, objective material to determine the quantum of *pro tem* deposit, in the form of previous licensing arrangement between the parties. Whereas, no such objective material is available in the present suits.

14.6. The defendants rely upon the judgment of this Court in ***Oppo vs. IDG*** of the learned Division Bench reported in ***2024:DHC:4547-DB***, particularly para 96 and 99 wherein it was held that it would be necessary in a contested case for the Court to form a *prima facie* view before granting any interim relief and simultaneously had noted the facts in the judgment in Nokia Technologies (*supra*) and observed that in that case there was an objective material which may have propelled the Court to direct deposit of pro tem security. Learned counsel stated that the learned Division Bench in Oppo (*supra*) held that the decision in Nokia Technologies (*supra*) is not an authority for the proposition that pro tem deposits can be ordered without even considering the defences raised by the defendants and taking a *prima facie* view. The Court also held that pro tem deposits cannot be punitive in nature.

14.7. Similarly, learned counsel also assailed the reliance of the

plaintiffs on the judgment of this Court in ***Dolby vs. Lava, 2025:DHC:5426*** to submit that the Court was impelled to grant pro tem for the reason that (i) the defendants Lava's technical expert had admitted that Dolby's patents are essential to the asserted standard and (ii) the plaintiff's third-party licenses which were filed by Dolby were also considered. However, in the present case, learned counsel would contend that the defendants had neither admitted the plaintiff's essentiality nor validity of the patents as SEPs, rather, the same has been challenged by the defendants. Moreover, in the present case, learned counsel contends that plaintiffs have refused to file any of its third party license agreements (hereinafter referred to as *"TPLAs"*) despite the defendants issuing notice of production dated 13.11.2025. In fact, according to learned counsel, an adverse inference against such non-production ought to be drawn by this Court against the plaintiffs. On similar grounds, the reliance of the plaintiffs in ***CS(COMM) 575/2023*** titled ***"Atlas Global Technologies LLC versus TP Link Technologies Co. Ltd. and Ors."*** decided on 28.08.2023 [*vide* order dated 13.10.2023, the Court reduced the 1/5th of the counteroffer] was also distinguished and differentiated on facts.

14.8. The case of ***CS(COMM) 574/2019*** titled ***"Koninklijke Phillips N.V. v/s Oplus Mobitech India Private Limited and Others"*** decided on 20.12.2023, relied upon by the plaintiffs have been sought to be differentiated on facts. Learned counsel contended that the rates quoted by Phillips had already been judicially determined as FRAND in foreign jurisdictions and accordingly, were applied with slight adjustment in India. In that case, Oplus neither negotiated nor provided

a counter-offer. Learned counsel also submitted that Oplus neither made a categorical statement that it does not use the technology covered by the suit patents nor did it have any assets in India. Phillips had placed third-party licences along record and access to the same was provided to the counsel for the defendants and lastly the Court had relied on the FRAND finding of a foreign court. According to learned counsel, in contradistinction, it is claimed that defendant no.1 had been continuously negotiating in good faith and making counter-offers; taken a categorical stand that suit patents are not essential as they do not map to the asserted standards; defendant no.4 has immovable assets in India valued at [redacted]; despite notice of production plaintiffs have failed to file or produce third-party license agreements and that there has been no FRAND determination for the HEVC portfolio and the offers of the plaintiffs have been held to be contrary to FRAND terms by the UK High Court in ***Interdigital vs. Lenovo***. Learned counsel copiously read a number of paragraphs of the judgement in Interdigital vs. Lenovo rendered by the UK High Court to emphasize that the plaintiffs are guilty of not having complied with FRAND offers as its rates were found to be more than double the FRAND rate. In fact, it is submitted that the decision found Interdigital guilty of Maximum Revenue Extraction. Taking support from the said observations, learned counsel would submit that the plaintiffs latest offer dated 07.05.2025 on which the pro tem security deposit is predicated, has been found to be four times higher (opinion of the economic expert of the defendants) when compared to the effective rate determined by the UK Court of Appeals in ***Interdigital vs. Lenovo***

[(2024) EWCA Civ 743]. It is also contended that the plaintiffs failed to provide the computational basis of the offer made on 07.05.2025 nor have they given any valuation for the suit patents or their Indian portfolio.

14.9. Contrary to the assertions made on behalf of the plaintiffs that the EP counterparts of 2 of the 4 asserted suit patents have been held to be essential by the UK Court of Appeals, learned counsel would vehemently contend that the plaintiffs are guilty of suppression of the fact that the Chinese counterparts of the very same patents have been invalided in another jurisdiction. The details are mentioned below:

a. IN 262910 – Supreme People's Court of People's Republic of China held that the Chinese equivalent is invalid as it lacks inventive step by decision dated 17.12.2024.

b. IN 313036 – one of the Chinese counterpart i.e. ZL200780004185.1 was invalidated by CNIPA in Notification of Decision of Invalidation 48997 dated 19.02.2021.

14.10. In view of the above, learned counsel would contend that this Court, therefore, needs to apply its mind as to whether the views of the Supreme Court of China are to be endorsed or that of the UK Court of Appeals. Additionally, he would contend that the aforesaid invalidations by itself would demonstrate that the suit patents need to be technically reviewed and the claims of essentiality or validity ought not to be accepted at face value. In furtherance to the said submission, learned counsel also relies upon the judgment in ***Nokia Cooperation vs. Interdigital Technology Cooperation [(2007) EWHC 3077 (Pat)***]

wherein the Court in para 134 concluded that 3 out of 4 patents in issue before it are not essential to the standard, leaving the issue for a decision on the evidence to be adduced at trial.

14.11. The other contention of Mr. Saikrishna Rajgopal, learned counsel is as to whether any direction for deposit of pro tem can be passed without verifying what are the royalties being paid by other competitors of the defendants. In other words, he would contend that in the absence of any TPLA entered into by the plaintiffs with the similarly placed competitor and ascertaining the rates that might have been fixed there, the question of pro tem deposit would not arise at all. He would submit that every party would have its own peculiar terms and conditions in respect of commercial transactions surrounding the sale of their devices. Surely, according to him, commercial terms not agreed to by other parties, cannot be saddled upon the defendants. This would ensure a level playing field. Relying on ***Dolby vs. Lava-2025:DHC:5426***, he would submit that when there are a significant number of competitors, some of whom may be in a better bargaining position, that by itself may be a relevant factor to be taken into consideration. He also relied upon certain judgments like ***Dolby International AB and Anr. vs. Das Telecom Private Limited and Ors.- CS(COMM) 1426/2016*** decided on 10.12.2019 and ***Telefonaktiebolaget LM Ericsson (PUBL) vs. Mercury Electronics and Anr.- CS(OS) 442/2013*** decided on 19.03.2013, to submit that SEP holders consistently seek higher rates than what is FRAND. Equally, he insisted that third-party license agreements are also fundamental to suits like the present one. He insisted that the plaintiffs

failed to place on record TPLAs and also failed to furnish a copy to the defendants despite the defendants issuing disclosure notice dated 13.11.2025.

14.12. Dilating further on the aforesaid issue, learned counsel referred to many foreign judgments to submit that what was initially offered by SEP claimants as FRAND rates were found to be not within the FRAND terms and the said courts interfered and reduced the rates drastically. Thus, according to him, the rates quoted by plaintiffs without testing the veracity and the assertion of the suit patents as to whether those are essential and valid, cannot be relied upon to quantify pro tem security.

14.13. Citing three cases namely, ***InterDigital vs. OPPO*** *(supra)*, ***Koninklijke Philips N.V. Vs VIVO Mobile Communication Co Ltd & Ors., CS(COMM) 383/2020*** decided on 17.11.2020 and ***Nokia Technologies vs. Hisense Group Holdings Co. Ltd & Anr***; ***CS(COMM) 645/2025*** decided on 22.09.2025, learned counsel would submit that the relevance and importance of the TPLAs needs to be underscored. In that, he would contend that the aforesaid three cases were quickly resolved on the basis of disclosure of TPLAs to the defendants in those cases, one of which was a suit filed by the present plaintiffs itself. Thus, according to him, in the absence of TPLAs, the quantification of pro tem and a direction to deposit that cannot be passed.

14.14. Referring to the cases of ***Nokia vs. Oppo (DB), Dolby vs. Lava*** *(supra)*, ***Atlas vs. TP Link*** *(supra)* and ***Philips vs. OPlus- 2023***, learned counsel would submit that in most of the cases the Court had

the benefit of TPLAs before passing any direction or quantifying pro tem. He would also contend that as per the High Court of Delhi Rules Governing Patent Suits, 2022, monetary payment would be permissible only in exceptional situations and only upon infringement being *prima facie* established. He also relied upon Rule 4A(viii) of the High Court of Delhi Rules Governing Patent Suits, 2022, which mandate the plaintiffs to file TPLAs on record to submit that the plaintiffs have deliberately not filed such TPLAs on record. Nor has the plaintiffs filed the TPLAs despite notice of production dated 13.11.2025 issued by the defendant no.1.

14.15. Learned counsel referred to Clause 7 of the Non-Disclosure Agreement (hereinafter referred to as *'NDA'*) to submit that the parties were ad idem that the confidential information being shared *inter se* is provided 'as is' with no warranties expressed or implied. He would contend that it is on this basis that the plaintiffs shared its patent lists with the defendants on the categorical stand that the plaintiffs makes no representation as to its accuracy or to the essentiality of the patents. In other words, learned counsel would contend that the plaintiffs itself was unsure as to whether the patents comprising the list were essential or not. If that be so, learned counsel would contend that the premise on which the pro tem security is sought, itself, is without any stable foundation and cannot be granted.

14.16. Learned counsel categorically asserted that the defendant no.1 had engaged in technical evaluation of plaintiff's claim, earnestly. He would submit that analysis of about 50 claim charts were furnished by defendant no.1 to the plaintiffs between 17.06.2024 and 30.10.2024.

He would submit that between January 2024 and July 2025, the parties had engaged in about a dozen meetings, however, the plaintiffs did not provide any basis to verify the FRAND claims for the offers made by them. That apart, plaintiffs did not also give any computational basis or objective material to verify the FRAND claims particularly the offers made on 10.10.2024 and 05.05.2025. He would submit that defendant no.1 repeatedly requested the plaintiffs to be reasonable in the offers made by them as defendant no.1 was operating in developing countries like Africa and South-East Asia. However, the plaintiffs failed to revise its offers substantially.

14.17. So far as counter-offers made by defendant no.1 is concerned, learned counsel would submit that the said counter-offers were without prejudice and cannot be made the basis of an admission for the purposes of quantifying pro tem. He would contend that this Court *vide* judgment dated 13.10.2025, in ***Philips vs. M. Bathla and Anr.- 2025:DHC:9079*** observed that correspondences between the parties are without prejudice to the rights and contentions that might be raised by a defendants in suits pertaining to SEP portfolios. Thus, according to him, the counter-offers cannot be considered as admissions and resultantly, cannot form the edifice whereon pro tem security is either quantified or directed to be deposited. On the issue of delay, learned counsel vehemently contended that contrary to the false submission that delay in negotiations were on account of defendants' willful and deliberate inaction on the negotiations, the plaintiffs itself kept silent for 18 consecutive months i.e. 23.04.2021 to 03.11.2022. Thus, it is the plaintiff which is blameworthy of the delay caused in both the parties

negotiating FRAND terms.

14.18. Relying on ***Intex Technologies (India) Ltd vs Telefonaktiebolaget LM Ericsson (PUBL),*** Neutral Citation - 2023:DHC:2243-DB, (DB) learned counsel would submit that a licensor like the present plaintiffs, will be considered as a willing licensor only if it gives a FRAND offer and if it offers a supra-FRAND offer, such plaintiffs are likely to be considered an unwilling licensor. He further contended that the Court needs to assess whether *prima facie* the patent is infringed apart from assessing whether the implentor is an unwilling licensee and whether the royalty sought is on FRAND terms. According to him, unless the aforesaid conditions are *prima facie* fulfilled, no order on pro tem deposit can be passed.

14.19. Contrary to a false and frivolous submission of the plaintiffs that defendant no.1 is under financial distress, learned counsel asserted that defendant no.1 has a robust financial health which is evidenced by the financial statements for FY 2024-25 and that the defendants companies are operationally sound and profitable entities. According to learned counsel, the latest balance sheets of defendant no. 2, 4 and 5 demonstrate that these defendants are profitable and have a positive net worth of Rs.244 Crores, Rs.28 Crores and Rs.157 Crores respectively. He submitted that defendant no.2 has assets in India. In fact, he would submit that the plaintiff's CA report itself admits that defendant no.1 has good and sound financial health. Thus, there being no distress financial or otherwise of any of the defendants including defendant no.1, the question of inability of the defendants together or defendant no.1 to make good any direction by this Court of payment of any

monies or royalties at a later stage or after the judgment and decree, if any, is passed, is a mirage and untrue. Thus, the defendants being in pink financial health, there is no occasion for this Court to pass any orders directing deposit of pro tem security.

14.20. Without prejudice to the rights and contentions of the defendants, learned counsel next argued on the quantification or computation of the pro tem deposit. He would submit that the plaintiff's demand a pro tem deposit of [redacted] of their offer of [redacted] for a period of [redacted] years. However, the plaintiff's offer cannot form basis of the pro tem deposit as (i) plaintiffs have failed to provide any computational basis for such offer ever during negotiations nor has it provided such basis despite notice dated 13.11.2025 issued by defendant no.1; (ii) the prayer of pro tem being based on the claim that the offers made by the plaintiffs are FRAND, it was incumbent on the plaintiffs to produce TPLAs and provide access to the same to this Court as well as the defendants; and (iii) the plaintiff's offer was for the entire portfolio which comprise patents with no corresponding protection in India and thus, cannot be the basis to direct pro tem security deposit against the defendants. Learned counsel would contend that unless the plaintiffs provides valuation of the suit patents or its Indian portfolio, no such direction for deposit of pro tem security can either be quantified or directed. He would submit that as per the term sheet provided by plaintiffs *vide* the e-mail dated 26.08.2025, apparently, out of [redacted] only [redacted] was payable annually till [redacted] while the remaining was attributable to past sales. Therefore, he would contend that even going by the offer of the plaintiffs at the highest, it could

have sought security for defendant no.1's India sales percentage of [redacted] on an annual basis.

14.21. Without prejudice to the aforesaid submission, he would submit that the defendants are willing to give a security in the form of, Option 1- on the basis of defendants' economic expert report, for cellular suit patents [redacted] and for HEVC suit patents, [redacted] from the date of the filing of the present suit and Option 2 being, a bank guarantee for an amount equivalent to [redacted] of the last counter-offer of [redacted] made by the defendants.

14.22. Learned counsel would submit that the aforesaid options are completely without prejudice to their rights and contentions including the challenge to the validity and essentiality of the suit patents and without the same being considered as an admission of any infringement of any of the suit patents.

14.23. Mr. Saikrishna Rajgopal, learned counsel would also contend that this Court needs to also appreciate the provisions of Section 48 of the Patents Act which grants certain rights to the patentees. It was his endeavour to convince this Court that at best or at the highest, and without admitting, the plaintiffs could lay claim against the defendants in respect of only those patents which are registered in India under the said Act and the protection is extended to such patents under Section 48 of the Act. In other words, those patents which may form part of the SEP portfolio but not protected under Section 48 of the Act, cannot form part of the suit claim. Thus, viewed from that perspective, according to him, the direction to deposit pro tem security for the alleged entire SEP portfolio may not have any legal basis or foundation

to stand on. Thus, the applications being bereft of legal foundation, ought to be rejected and dismissed *in limine*.

REJOINDER ON BEHALF OF THE PLAINTIFFS

15. In rejoinder, Mr. Pravin Anand, learned counsel for the plaintiffs submit as under:

15.1. To the argument of the defendants that even for passing orders directing deposit for payment of pro tem security, a *prima facie* case for establishing essentiality and validity of the SEP portfolio is necessary, learned counsel contends that the same is contrary to the law laid down by the Division Bench of this Court in *Nokia vs. OPPO* which was ultimately upheld by the Supreme Court too. He relies on para 59 of the said judgment in support of his contention. To the issue of essentiality and validity to be established *prima facie*, learned counsel relies upon ***Nokia vs. Oppo (DB)*** *(supra)* and ***Intex vs. Ericson (DB)(2023)*** *(supra)* particularly para 114 of *Intex vs. Ericson* which is as under:

> *"114. Further, the learned Single Judge in Nokia vs Oppo (supra) has set an impossibly high bar for admission in a case of Standard Essential Patent FRAND infringement, i.e., there has to be an unequivocal admission on (i) essentiality and validity of the suit patents (ii) fact of utilization (iii) fact that such utilization, absent payment of liability would amount to infringement (iv) that the royalty rate proposed by the plaintiff was FRAND. If there was an unequivocal admission on all four counts, there would be no necessity to file a suit for infringement at all and otherwise also, same would mean seeking/passing of a final decree at the interim stage!"*

15.2. Learned counsel asserts that plaintiffs had extensively discussed atleast three suit patents during technical discussions with defendant no.1 and had proven a *prima facie* case of essentiality and validity.

Despite this, learned counsel would submit that defendant no.1 had never challenged the suit for patents any time prior to filing of the suit. The three suit patents being IN 036, IN 673 and IN 182. Relying on para 58 of ***Nokia vs. Oppo (DB)*** *(supra)*, learned counsel would contend that a pro tem order being a temporary arrangement can be passed without a detailed explanation on merits. He would contend that even in ***Dolby vs. Lava*** *(supra)*, this Court had made similar observations in para 38 to 40 of its judgment.

15.3. So far as 'surrounding factors' are concerned, learned counsel would contend that even on that score there is enough material to demonstrate that the plaintiffs have (i) executed more than 50 worldwide licenses for its telecommunication SEP portfolio; (ii) enforced the same patents against third-parties like Oppo and Xiaomi; (iii) obtained previous orders directing deposit of pro tem for the same patents against third parties like Oppo; (iv) executed licenses with parties like Apple, Xiaomi, Google etc. who are much larger than the defendants; (v) considered the counter-offers provided by defendants while consistently stating that they respect plaintiff's IP and are willing to take license; and (vi) the precarious financial condition of the defendants. Thus, the parameters in respect of "surrounding factors" are complete and satisfied.

15.4. Learned counsel also would contend and reiterate that TPLAs are not a prerequisite for the grant of pro tem deposit. Relying on ***Intex vs. Ericson (DB)*** *(supra)*, learned counsel would contend that the defendants have no right to seek furnishing of the TPLAs before any direction for pro tem security deposit is made. Moreover, the TPLAs, if

at all, may be a relevant consideration at a time when the Court is required to draw FRAND terms and conditions. Thus, FRAND terms are not *sine qua non* for the computation or direction to deposit pro tem.

15.5. Apart from the aforesaid, learned counsel stoutly contended that during the pendency of the present applications, the Brazilian Court *vide* order dated 30.01.2026 has upheld the validity and essentiality of counter parts of two of the suit patents i.e. IN 673 and IN 036. Learned counsel also submitted that the UK High Court had *vide* the order dated 29.07.2021, upheld the validity and essentiality of the EP (UK) 2485558 which is the same as IN 036 in Case no. HP-2019-000032 titled *"Interdigital Technology Corporation vs. Lenovo Group Ltd"*. He also submitted that the appeal filed thereagainst was dismissed by the Appellate Court on 19.01.2023. Thus, according to him, the essentiality and validity one of the suit patents i.e. IN 036 has been upheld by a court of competent jurisdiction. In another proceeding, the UK Court of Appeal overturned the decision of the UK High Court invalidating the EP (UK) counterpart of IN 910 which is the suit patent *vide* order dated 09.02.2023.

15.6. Learned counsel reiterated that the plaintiffs have filed claim charts in respect of each of the suit patents to demonstrate that the relevant claims of the suit patents map onto the ETSI/3GPP standards. Additionally, it is stated that the plaintiffs have filed invention declarations in respect of each of the suit patents before the SSO-ETSI/3GPP.

15.7. Learned counsel also reaffirmed that the plaintiffs have verified

that the defendants' devices are conforming to the 3G, 4G and 5G standards as per the technical specifications displayed by the defendants themselves. Learned counsel would forcefully assert that though there was no obligation, yet the plaintiffs have also conducted technical analysis and testing of the defendants' devices to establish that those devices conform to the 3G, 4G and 5G standards and implement the suit patents. Thus, even on that aspect, there is a reliable report confirming the mapping of the claim chart of the suit patents with the actual devices.

15.8. Learned counsel next relied and reaffirmed the submissions that defendant no.1 is an unwilling licensee. He relied upon the extensive correspondences exchanged between the parties in the last many years of negotiations to contend that the unwillingness to obtain a license is apparent from the language used by the defendants in their correspondences. He would contend that the defendants were also informed and furnished copies of the US annual reports in which the plaintiffs are mandated under US Law to disclose the license fee publicly, so as to ensure that the defendant no.1 has an informed choice as to what were the rates entered into by the plaintiffs with other third-parties. He further contended that it was only upon such information having been provided to defendant no.1 under the e-mail dated 25.08.2025 that defendant no.1 *vide* the e-mail dated 20.09.2025 gave its third counter-offer which was an increase to the extent of [redacted] over the last offer. He submitted that in the said e-mail, defendant no.1 yet again reiterated its willingness to obtain license of the plaintiff's patents while at the same time disagreeing to refer the dispute to

Arbitration.

15.9. To the argument of the defendants that the suit patent IN 420806 is also a subject matter of another suit bearing CS No. 1146/2026 pending consideration before the Coordinate Roster Bench whereby the same plaintiffs are seeking injunction without averring that the said IN 420806 is an SEP and thus, there is contradiction between the two suits, Mr. Anand, learned counsel, would demonstrate the distinction between the two suits by the following table:-

S.No.	Suit Number	Asserted Patent(s)	Technology	Whether an SEP or not?
1	CS(COMM) 1045/2025	IN 295912 IN 313036 IN 320182 IN 319673 IN 262910	Cellular (3G, 4G, 5G)	YES
2	CS(COMM) 1046/2025	IN 308108	HEVC	YES
3	CS(COMM) 1146/2025	IN 420806	AVI and VP9	NO

SURREJOINDER ON BEHALF OF THE DEFENDANTS:

16. In surrejoinder, Mr. Saikrishna Rajagopal, learned counsel would submit as under:

16.1. Mr. Saikrishna Rajagopal, learned counsel would submit that in

previous occasions this Court has directed deposit of pro tem on perusing the TPLAs and in those cases where such agreements were not available has proceeded to quantify and direct deposit of pro tem on the basis of counter-offers made by the defendants. Thus, according to him, since no TPLAs have been filed on record by the plaintiffs, if at all the Court has to pass any orders on pro tem, though without prejudice to and independent of all other contentions, the Court has to examine the said issue by the counter-offer made in this case.

16.2. Out of five suit patents, he would contend that four suit patents have been held to be invalid in China and therefore, if at all any computation has to be done, the basis can only be on one suit patent which has not been held to be invalid. Learned counsel had handed over the Bench a chart indicating the suit patent and the issue of validity or essentiality upheld or denied by other foreign courts. The same is taken on record.

16.3. To the argument that defendant no.1 is facing ED proceedings, learned counsel had handed over the Bench an order dated 31.08.2024 of the High Court of Allahabad in ***M/s Ismartu India Private Limited vs. State of UP and Anr.: Neutral citation 2024:AHC:141124*** whereby the HDFC Bank bearing account no.00880330002032 was directed to be de-freezed to submit that the said account is operational. Thus, the contention that the defendants are facing any such proceedings which puts a question mark on their financial viability is unfounded.

ANALYSIS AND FINDINGS:

17. This Court has heard lengthy and extensive arguments of Mr. Pravin

Anand, learned counsel for the plaintiffs and Mr. Saikrishna Rajgopal, learned counsel for the defendants on a number of days. With their valuable assistance, the voluminous documents on record as also the judgments referred and relied upon by the parties have been considered. At the outset this Court also appreciates the supporting teams of both learned counsel, who have rendered excellent assistance which is apparent from the crisp written notes, charts, convenience compilations and meticulous preparation of slides.

18. The requirement of maintaining standards in wireless telecommunications needs to be underscored inasmuch as the said standards allow interoperability or compatibility between different devices manufactured by different manufacturers with different operating systems and softwares so as to ensure that consumers are able to operate and use their smartphones seamlessly in different countries across the world. That apart, it appears that the standards which are usually uniform globally, do also impact the pricing of the mobile devices both for the companies as well as the consumers. Ordinarily, it appears that the standards are set by the market forces as also by governments wherever the compliance of law is required.

19. It further appears that such requirements of standardisation had given impetus to voluntary and non-profit organisations commonly called Standard Development Organisations or Standard Setting Organisations. Certain formal SDOs have specific structures, formal policies and try to balance the interest of developers and implementers. There are a number of such SDOs all over the world.

20. Given the aforesaid background, this Court would now examine the present controversy. The plaintiffs in the present case have filed the applications under consideration seeking deposit of pro tem security by the

defendants. Both parties have placed before this Court a number of judgments which need to be considered and appreciated and may be applied to the facts of the present case, should the need arise.

Jurisprudence on Pro Tem:

21. In the opinion of this Court, it may be relevant to consider as to whether at the time of consideration of a direction to deposit pro tem security amount, the Court needs to necessarily consider the issue on merits or in other words, conduct an exploration of facts in order to reach a conclusion. The judgment in the case of ***Dolby vs. Lava*** *(supra)*, clearly held that when a Court is examining an issue relating to pro tem security deposit, it need not explore the facts deeply in the manner as may be required when the Court needs to appreciate an application seeking interim injunction based on allegations of infringement of patents. In para 23, 24 and 32 of the said judgment, it was held as under:

> *"23. From a plain reading of the aforesaid extracts, it is abundantly clear that the Court has the power, in order to balance the equities between the parties, to pass a pro tem order as a temporary arrangement without a detailed examination of the merits of the case. The Division Bench highlighted the difference between the level of scrutiny required for the purposes of passing a pro tem order and an order of interim injunction.*
>
> *24. The underlying principle, as emphasised by the Division Bench, is that while the implementor has a right to enjoy the benefits of the invention of the SEP holder, it has to pay reasonable compensation or furnish an appropriate security in the interregnum.*
>
> **** **** ****
>
> *32. Placing reliance on the judgements of the Division Bench in Intex v. Ericsson (supra) and Nokia v. Oppo (supra), the Coordinate Bench held that in order to balance equities between the parties, Court has the power to pass orders and put in place a temporary arrangement, without a detailed explanation on merits."*

22. It is to be borne in mind that at the stage of consideration of pro tem security deposit, it is the balance of equities between the parties which is the paramount consideration and thus, only a *prima facie* understanding of whether the patents are essential and valid are to be considered. What such parameters and considerations would be, is entirely dependent upon the facts arising in each case and cannot be applied across the board as a straightjacket formula. This is for the reason that the SEP holders on one hand, and the implementers on the other are largely trans border commercial entities, co-existing in a commercial ecosystem having diverse commercial interests, globally. What may be a relevant economic consideration for a particular country in Asia may not be relevant at all in a country in Europe or for that matter in Africa. It may also vary depending on the country's economic policies, telecommunication regime, availability of a robust eco system in respect of interoperability of various softwares and applications required, all of which may have a direct or an indirect impact on the prices of the mobile devices. Thus, the considerations of or directions for deposit of pro tem security cannot be made subject matter of a straightjacket formula.

23. It must also be kept in mind that the SEP holders base their claim on SEP portfolio in respect of 3G, 4G or 5G technologies in the absence whereof it may not be possible to achieve the optimum functionality of a particular device of a manufacturer. Thus, when SEP holders place on record the claim charts of their patents comprising the SEP portfolio and attempt to map the same with the technical specifications of the manufacturers supported by either an expert's affidavit or a technical evaluation report, the depth of consideration and evaluation for the purposes of passing orders for deposit of pro tem security may not be at the same threshold at which a Court may be

evaluating in order to pass interim injunction orders on the allegations of infringement of suit patents. Therefore, the said evaluation for pro tem deposit would be at a lower threshold.

24. As to what are the obligations and responsibilities cast upon the SEP holders on one hand and the implementors on the other, as envisaged by the SEP regime, the learned Division Bench of this Court in ***Intex vs Ericsson (DB)*** *(supra)* has succinctly laid down as under:

> *"68. Accordingly, the Standard Essential Patent regime envisages a candid and transparent negotiation between a willing licensor (Patentee) and willing licensee (implementer).*
>
> ***69.A licensor will be considered a willing licensor only if it gives a FRAND offer and in certain situations provides information necessary, subject to confidentiality agreement, for a licensee to offers a supra-FRAND offer i.e. exorbitant royalty rates, it will not be considered a willing licensor.***
> ***70.Similarly, an implementer has no right of silence or inaction at this stage. It is not correct to suggest that without access to other agreements executed by the Patentee no counter-offers can be made.***
> ***Normally, an implementer can take recourse to its own license agreements executed with other Standard Essential Patent proprietors/licensors, to determine an appropriate FRAND rate that it would be willing to pay or to determine if the rate offered by an Standard Essential Patent proprietor is FRAND or not. This is evident from the judgment of the Dutch Court of Appeal in Koninklijke Philips N.V. v. Wiko SAS [Case Number 200.219.487/01 decided on 02.07.2019] wherein it has been held as under:-***
>
> > *"4.37. Wiko pointed out that it does not have the licence agreements that Philips concluded with other parties for the same patent portfolio, so that Wiko is unable to demonstrate that Philips' proposal is not FRAND. Even apart from the fact that according to the above findings, Wiko failed on several points to substantiate its arguments and furnish evidence of its arguments and its defence should already fail on this basis, this point of view does not hold, Wiko concluded licence agreements for UMTS and LTE portfolios with Qualcomm, Huawei and Nokia. By providing insight into the fees and stipulations agreed upon with those parties in relation to (the value of) the SEPs held by those parties, Wiko could have substantiated (a suspicion of) the alleged fact that Philips' offer was not FRAND and the alleged fact that its own counter-offer was FRAND; however, Wiko failed to do this. Under those*

circumstances, the Court of Appeal does not see any reason to reverse the burden of proof or to assume an increased duty to contend facts and circumstances for Philips, as Wiko argued."

*** *** ***

72.Further, the implementer has to either accept the licensor's offer or give a counter offer along with an appropriate security in accordance therewith to prove its bonafides as in the interregnum it cannot freely sell its devices using such Standard Essential Patents. If no ad-hoc royalty is paid during the interregnum, such party benefits, to the disadvantage of other willing licensees, and gets an unfair competitive edge in the market.

73.Accordingly, FRAND obligations have been interpreted to impose a burden not just on Standard Essential Patent holders, but on implementers as well. The Standard Essential Patents regime incorporates mutual reciprocal obligations on both the Essential Patent holder and the implementer. It is not a 'one way street' where obligations are cast on the Essential Patent holder alone. Consequently, the Standard Essential Patents regime balances the equities between the Patentee and the implementer and ensures a level playing field. This Court is also of the view that the conduct of the parties during negotiations is one of the key factors to be kept in mind while assessing whether a potential licensor and licensee were a willing licensor or a willing licensee. The said finding is normally fact sensitive.

*** *** ***

114. Further, the learned Single Judge in Nokia Vs. Oppo (supra) has set an impossibly high bar for admission in a case of Standard Essential Patent FRAND infringement, i.e., there has to be an unequivocal admission on (i) essentiality and validity of the suit patents (ii) fact of utilization (iii) fact that such utilization, absent payment of liability would amount to infringement (iv) that the royalty rate proposed by the Plaintiff was FRAND. If there was an unequivocal admission on all four counts, there would be no necessity to file a suit for infringement at all and otherwise also, same would mean seeking/passing of a final decree at the interim stage!

115. In the opinion of this Court, the four-fold test casts an onerous burden upon the Standard Essential Patentee and that too at the interim stage itself. In fact, the said burden is completely alien to the patent jurisdiction and does not apply even in normal patent suits.

116. It is also pertinent to mention that the learned Single Judge in Nokia Vs. Oppo (supra) judgment does not consider or discuss the Delhi High Court Rules Governing Patent Suits 2022, even when the said rules specifically empower this Court to pass deposit orders even on the first date of hearing.

117. Moreover, if the four-fold test stipulated in paragraph 77 of the Nokia Vs. Oppo (supra) is applied, then effectively there will be no interim order like a temporary injunction or conditional order of deposit in the Standard

Essential Patent suits. Such a view, in the Court's opinion, would be contrary to Section 48 of Patents Act, Code of Civil Procedure as well as Standard Essential Patent regime which is aimed at achieving a uniform standard in technologies. If the four-fold test is accepted, there will be no incentive to innovate and it will have a 'Domino Effect' as pointed out hereinabove.

Consequently, the four-fold test in Nokia vs. Oppo (supra) is neither applicable at Order 39 Rule 10 CPC stage nor at Order 39 Rules 1 and 2 CPC stage."

[emphasis supplied]

25. It is apparent from a reading and understanding of the aforequoted paragraphs of the Intex judgment that there are certain obligations cast upon the implementer as also SEP holders under the SEP regime. Essentially, the learned Division Bench unequivocally held that the SEP regime primarily balances the equities between the SEP holders and the implementers, purely to ensure a level playing field. In fact, it was also held that the conduct of the parties during negotiations would be one of the key factors to assess whether the potential licensor and a licensee were a willing licensor or a willing licensee. The learned Division Bench was also of the opinion that the four fold tests propounded by the learned Single Judge in *Nokia vs. Oppo*, cast an onerous burden upon the SEP holders and that too at the interim stage itself which was not proper. It was also held that the said burden is completely alien to the patent jurisdiction and does not even apply in normal patent suits. In other words, the implementer too has obligations which cannot be wished away or be evaded by reference to non availability of TPLAs.

26. It may be significant to note that this Court in ***Dolby vs Lava*** *(supra)* held that the Court is empowered to pass pro tem orders as a temporary arrangement without a detailed examination of the merits of the case.

27. It may be of some relevance to take into account the ratio laid down by

the learned Division Bench of this Court in ***Nokia vs. Oppo*** *(supra)* where it was held that ordinarily a pro tem deposit should be directed after a prima facie finding of essentiality as well as validity of the suit patents. However, in case it appears to the Court after considering various facts surrounding the case that such challenge is merely an after thought, in such situations the facts pleaded by the plaintiffs may sufficiently justify directions for deposit of pro tem security without a full prima facie, adjudication on essentiality and validity. The relevant paragraphs are extracted hereunder:

> *"81. Normally speaking, a pro-tem deposit should be directed only after a prima facie finding of essentiality and validity of the suit patents has been recorded, but in the present case where Oppo itself licensed the Standard Essential Patents of Nokia against royalty payments running into XXXXXXX under the 2018 Agreement over a three year period and admitted its obligation in law to secure a new licence agreement commencing July, 2021 for Standard Essential Patents of Nokia, there arises a prima facie presumption that the challenge to essentiality and validity of Nokia's patents is merely an afterthought. This Court is in agreement with learned counsel for Nokia that at this prima facie stage it would be fair to infer that no one pays good money for generally disputed patents. In fact, it was Oppo's case in its pleading before the learned Single Judge that during the course of pre-suit negotiations, the new licensing rate offered by Nokia was unreasonably higher than what was previously agreed to."*

Validity and Essentiality of the Suit Patents:-

28. Having regard to the aforesaid this Court now proceeds to examine the issue of validity and essentiality of suit patents.

VALIDITY

INDIAN PATENT NO. 295912 ("IN'912")

29. The invention claimed under IN'912 relates to wireless communication systems and more particularly, the present invention is related to a method and apparatus for dynamic resource allocation, scheduling as well as signalling for variable data rate service in long term evolution (LTE) systems. Under the

first preferred embodiment, high-level information including radio access bearer (RAB) and logical channel/ data flow ID and HARQ process ID are only transmitted at the configuration stage of an RTS data flow. The sequence numbers for the RTS data flow are assigned at the radio link control (RLC) Iayer in order to avail the reordering of packets at a receiver are handled at higher layers.

30. The UE as claimed in Claim 1 of the patent is as follows:

> *"We Claim:*
>
> *1. A wireless transmit/receive unit (WTRU) comprising:*
> *receiver for receiving a first allocation of resources for uplink communications; transmitter for transmitting uplink communications in response to the first allocation of resources; receiver for receiving control information indicating a second allocation of resources for uplink communications different from the first allocation of resources; and transmitter for transmitting uplink communications in response to the second allocation of resources for a single time duration and transmitting uplink communications at the first allocation of resources after the single time duration."*

INDIAN PATENT No. 313036 ("IN'036")

31. *IN'036* is titled as *"METHOD AND SYSTEM FOR A WIRELESS TRANSMISSION/RECEIVER"* and pertains to a wireless communication system. More particularly, the present invention pertains to a method and apparatus for providing as well as utilising a non-contention-based channel in a wireless communication system.

32. It is a wireless communication system which comprises at least one evolved Node-B (eNB), a plurality of wireless transmit/receive units (WTRUs), and a non-contention-based (NCB) channel is established, maintained, and utilised. The non-contention based (NCB) channel is allocated for use by one or more WTRUs in the system for the purpose of

utilisation in different functions, and the allocation is communicated to the WTRUs. The wireless communication system analyses the allocation of the NCB channel as required, and the NCB channel is reallocated as required.

33. The IN '036 patent is valid, in force, and has been renewed regularly. The plaintiffs have filed the copies of the registration certificate, complete specification, and the E-Register maintained by the Patent Office in the present proceedings.

34. The Claims 1 of IN '036 of the patent, is as follows:

> *"A wireless transmit/receive unit (WTRU) comprising a processor (125) configured to: receive, through a receiver (126), a first allocation from an evolved Node B (eNB), wherein the first allocation is an allocation of a non-contention based (NCB) uplink control channel, the first allocation comprises a configuration for transmitting scheduling requests over the NCB uplink control channel, and the configuration indicates a periodicity at which physical resources of the NCB uplink control channel are dedicated to the WTRU for transmitting scheduling requests;*
>
> *transmit, through a transmitter (127), a scheduling request over the NCB uplink control channel in accordance with the first allocation, wherein the transmitted scheduling request comprises a transmission burst, and presence of the transmission burst on NCB uplink channel resources assigned to the WTRU by the first allocation is indicative of a request for uplink transmission resources by the WTRU;*
> *monitor a downlink control channel;*
> *detect that a transmission on the downlink control channel is intended for the WTRU based on a WTRU identifier indicated in the transmission on the downlink control channel, wherein the transmission on the downlink control channel comprises a second allocation, the second allocation being an allocation of an uplink shared channel; and transmit, through said transmitter (127), data over the uplink shared channel in accordance with the second allocation."*

INDIAN PATENT No. 320182 ("IN'182")

35. The invention is titled as "*Implicit DRX Cycle Length Adjustment Control In LTE_Active Mode*" and pertains to the field of wireless communication. As per Specification of *IN'182,* a method and apparatus are

disclosed in order to control discontinuous reception in a WTRU. The method may include defining a plurality of DRX levels in which each DRX level includes a respective DRX cycle length, as well as transitioning between DRX levels based on a set of criteria. Transitioning may be triggered by implicit rules, and the triggering may be invoked by a measurement event/a timer/a counter or a downlink command, for example. The transition between DRX states may also occur without explicit signalling.

36. The Claim 1 of *IN'182 is as follows:*

> *"We Claim:*
> *l. A method for controlling discontinuous reception, DRX, in a wireless transmit/receive unit, WTRU (402), the method comprising:*
> *the WTRU receiving a DRX configuration in a radio resource control, RRC message (406), the DRX configuration comprising a first DRX cycle length, a second DRX cycle length, and a value for a WTRU timer (418) to trigger a transition of DRX cycle length;*
> *the WTRU operating using the second DRX cycle length (a08);*
> *the WTRU receiving a trigger 412);*
> *the WTRU operating using the first DRX cycle length based on receiving the trigger (412);*
> *the WTRU starting the WTRU timer (418) upon beginning DRX operation using the first DRX cycle length;*
> *the WTRU determining that the WTRU timer (418) has expired; and responsive to determining that the WTRU timer has expired, the WTRU transitioning (422) from the first DRX cycle length to the second DRX cycle length the second DRX cycle length being a multiple of a first DRX cycle length."*

INDIAN PATENT No. IN 319673 ("IN'673")

37. IN'673 is titled as "*Method And Apparatus For Enhancing Discontinuous Reception Wireless Systems*". The claimed invention under IN'673 relates to wireless communication systems and, more particularly, a method and apparatus is disclosed for enhancing discontinuous reception (DRX) in wireless systems.

38. The claimed method preferably includes a WTRU receiving DRX

setting information over a radio resource control (RRC) signal, and the WTRU receiving DRX activation information over a medium access control (MAC) signal. The claimed method may also include the WTRU grouping DRX setting information into a DRX profile and determining a DRX profile index associated with it.

39. The Claim 1 of IN'673 is reproduced as follows:

> "We Claim:
> 1.A method of discontinuous reception, DRX, for use in a wireless transmit receive unit, WTRU,(602), the method comprising:
> the WTRU (602) receiving DRX configuration information in a radio resource control (RRC) message, the DRX configuration information comprising a DRX cycle periodicity and a minimum active period;
> while in a RRC_CONNECTED state, the WTRU (602) receiving a data indication signal during the minimum active period of a DRX cycle;
> responsive to receiving the data indication signal, the WTRU (602) remaining in active time;
> the WTRU receiving a DRX activation signal in a medium access control, MAC, message; and
> the WTRU (602) resuming DRX using the received DRX configuration information in response to receiving the DRX activation signal in the MAC message."

INDIAN PATENT No. 262910 ("IN '910")

40. In IN '910 is titled as "A METHOD FOR TRANSFERRING DATA OVER AN ENHANCED DEDICATED CHANNEL (E-DCH), A WIRELESS TRANSMIT/RECEIVE UNIT AND A BASE STATION THEREOF". The claimed invention under IN'910 pertains to wireless communications and, more particularly, relates to enhanced uplink (EU) transmission.

41. As per the specification of IN '910, the claimed invention relates to quantising the amount of multiplexed data allowed by grants to match a selected E-TFC transport block size.

42. The scheduled and/or non-scheduled data allowed to be transmitted is increased/decreased relative to the grants so that the amount of data multiplexed into a MAC-e PDU closely matches the selected E-TFC transport block size.

43. The claim 1 of the IN ’910 is as follows:

> *“WE CLAIM*
>
> *1. A wireless transmit/receive unit (WTRU) (1414) comprising:*
>
> *a receiver configured to receive at least one serving grant (1406) and at least one non-scheduled grant (1407), wherein the at least one serving grant (1406) is a grant for scheduled data transmission and the at least one non-scheduled grant (1407) is a grant for non-scheduled data transmission;*
>
> *characterized by*
>
> *a multiplexing device (MUX) (1410) configured to multiplex data of medium access control-dedicated channel (MAC-d) flows (1403) into a medium access control enhanced dedicated channel (MAC-e) protocol data unit (PDU) (1411); wherein the MAC-e PDU (1411) has a size not greater than the size of the largest enhanced dedicated channel transport format combination (E-TFC) that does not exceed a first size based at least on the at least one serving grant (1406) and the at least one non-scheduled grant (1407), wherein the multiplexed data includes scheduled data for transmission;*
>
> *an E-TFC selection device (1405) configured to select an E-TFC for transmission of the MAC-e PDU (1411), wherein the selected E-TFC does not exceed the first size; and*
>
> *a transmitter configured to transmit the MAC-e PDU (1411) processed in accordance with the selected E-TFC.”*

INDIAN PATENT NO. 308108 (“IN ’108”)

44. IN'108, is titled as “Methods And Apparatus for In-Loop De-Artifact Filtering” generally relates to video encoding and decoding and, more particularly, to methods and apparatus for in-loop de-artifact filtering. An apparatus includes an encoder (300) in order to encode an image region. The said encoder has at least two filters (365, 344) to perform in-loop filtering to respectively reduce at least a 1st and a 2nd type of quantisation

artifact.

45. The claim 1 of IN'108 is reproduced as follows:

> *"We Claim:*
> *1. A method comprising:*
> *encoding an image region, wherein the encoding includes performing in-loop filtering to reduce at least a first and a second type of coding artifact using at least two filters in succession, the at least two filters including a deblocking filter for performing a first pass to reduce blocking artifacts and an adaptive sparse de-noising filter for performing a second pass to reduce noise, wherein the adaptive sparse de-noising filter is selectively enabled or disabled at a given level, the given level being at least a macroblock level, a slice level, a picture level or a sequence level."*

46. The Plaintiffs in their arguments have also made submissions regarding the status of the corresponding patents of the Suit Patents in foreign jurisdictions. It may be important to note that in ***Philips v Oplus***, at para 26, the Court observed that even if the validity of one patent is made out, a *prima facie* case in respect of validity generally is taken to have been established.

47. The Plaintiffs have cited and relied upon the Case No: HP-2019-000032, Neutral Citation Number: [2021] EWHC 2152 (Pat). This trial concerns European Patent (UK) No. 2 485 558. The UK High Court, the European Counterpart EP 2 485 558 has been held to be valid, essential and infringed by the Lenovo Group. The Court under paragraphs 297 and 298 held as follows:

> *"Infringement*
> *297. No separate issue arose in respect of infringement. Lenovo uses LTE and therefore infringes the Patent.*
>
> *Conclusion*
> *298. The Patent is valid, essential to Release 8 of LTE and is infringed. InterDigital's conditional application to amend the Patent falls away."*

48. Thereafter, in appeal bearing Case No: CA-2021-003431 decided on

19.01.2023, the UK Court of Appeals upheld the validity of European Patent (UK) No. 2485558 which corresponds to the Indian Patent No. 313036 (IN'036 patent). This suit is between InterDigital Technology Corporation & Ors as Claimants/ Respondent and Lenovo Group Ltd & Ors. as Defendants/Appellants. The matter was decided by the Royal Courts of Justice, Strand, London, WC2A 2LL on 19/01/2023. This appeal relates to patent EP (UK) 2 485 558, which is titled "*Method and apparatus for providing and utilising a non-contention-based channel in a wireless communications system*". The relevant paragraphs are reproduced as follows:

> *"Lord Justice Birss :*
> *1. This appeal relates to patent EP (UK) 2 485 558 entitled "Method and apparatus for providing and utilizing a non-contention-based channel in a wireless communications system" and claiming priority from January 2006. The patent belongs to the respondents ("InterDigital"), who contend it is essential to the 4G/LTE standard. The patent forms part of a portfolio of InterDigital patents said to be essential to various telecoms standards (so called Standard Essential Patents or SEPs). In the proceedings InterDigital contend that the appellants ("Lenovo") infringe the patents and ought to take a FRAND licence under the portfolio. The overall dispute was managed into a series of technical trials dealing with individual patents and a separate FRAND trial to identify the licence terms. The validity and essentiality of this patent was addressed in the judgment of HHJ Hacon sitting as a judge of the Patents Court dated 29 July 2021 ([2021] EWHC 2152 (Pat)) following a trial in March 2021. The trial was the first technical trial.*
>
> *2.....The judge decided that the patent was essential and rejected all the various challenges to validity. The amendment would have added matter, but was not necessary. The only case pursued on appeal is obviousness over Samsung.*
>
> *3. Permission to appeal was given by Arnold LJ, who remarked in doing so that although he was satisfied Lenovo's grounds had a real as opposed to fanciful prospect of success, nevertheless they faced an uphill task on this appeal.*
>
> ***The appeal overall***
> *82. I have been through the grounds of appeal individually and rejected*

them. Standing back and looking at the judge's conclusions rejecting Lenovo's case of obviousness, they are conclusions amply supported by the evidence, involving no error with which this court could interfere and the judge reached a result which was well within the range of outcomes open to him. I would dismiss this appeal. There is no need to consider the respondent's notice."

49. In another proceeding between IDC and Lenovo, the UK Court of Appeal in Case No: CA-2022-001060 upheld the decision on the essentiality and infringement of the counterpart of the suit patent IN'910 by the decision dated 09.02.2023. For clarity, relevant paras are reproduced as follows:

"Essentiality and infringement

86. My conclusion as to construction does not affect the judge's decision that the claims are essential and infringed. The only relevant non-essentiality and non-infringement issue before the judge was the temporal issue I have considered in the context of paragraphs 1 and 3 of Lenovo's respondents' notice. Counsel for Lenovo submitted that the judge had not decided whether the claims were essential and infringed on the construction advanced by Inter Digital in this Court. I disagree. So far as is material to essentiality/infringement there is no difference between the judge's construction and the construction I have adopted.

Novelty

87. The judge rejected Lenovo's first case because Fihatrault did not disclose step 2 on the right-hand side of X3, that is to say, it did not disclose selecting the next smaller E-TFC for use as a multiplexing limit. He nevertheless held the claims lacked novelty over Filiatrault because DXX/14 showed that, with certain MAC-d PDU sizes and grants, Filiatrault produced the result required by integer IF

88. In my judgment the judge was mistaken about this. It appears that he was beguiled by a sleight of hand in the cross-examination of Mr Townend. As counsel for InterDigital pointed out, the key question was whether "the UE would limit the amount of MAC-d."

50. This Court also notes that the US counterparts of the suit patent IN 313036, which is US 8619747 and US 9203580, were challenged in an *inter partes* review before the US Patents and Appeals Office. The said petition was

denied.

51. This Court also notes that the corresponding patent application of the IN'182 patent in China, CN 200880003644.9, was maintained as valid in a decision of the National Intellectual Property Administration, PRC, dated 3.12.2019.

52. It may also be of some relevance to note that in an inter party decision dated 25.03.2026 in a lawsuit filed by the plaintiffs, the Court of Justice, Judicial District of the Capital, 3rd Business Court, Brazil in Case No.3014729-98.2025.8.19.0001, two of the corresponding/counterpart patents which are PI10716323 corresponding to IN'773 and PI0706896 corresponding to In'036 of the suit patents were held essential and valid.

53. At the risk of repetition, this Court must note that the foreign Court decisions have been alluded to only as aligning aspects to the observations made by this Court. That too, only for the purposes of arriving at a holistic and just decision on the relief of pro tem security deposit.

54. *Ergo*, predicated on the above discussion, this Court, at this stage, is of the *prima facie* view that the plaintiffs have established the validity of the Suit Patents.

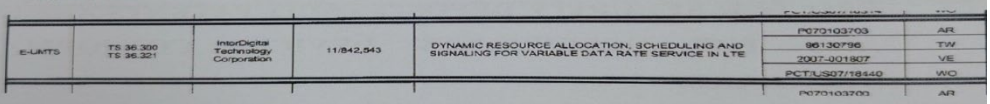
ESSENTIALITY

55. The European Telecommunication Standard Institute (ETSI) is a leading SDO for the Information and Communication Technology (ICT) sector, which provides a consensus-driven platform for its members to work together towards producing Standards and Technical Specifications for enabling global interoperability of ICT systems and services. ETSI and its members, in collaboration with the International Third Generation Partnership Project (3GPP), are involved in developing 3G / 4G / 5G mobile

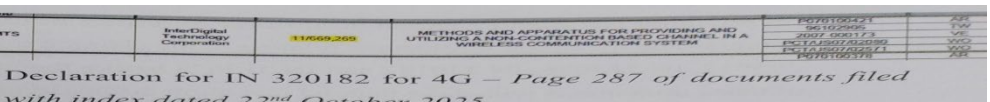
communications standards. ETSI's standardisation activities can be gleaned from its official website, which is *www.etsi.org.*

56. As submitted by the plaintiffs, this court also notes that the plaintiffs have filed invention disclosures relating to the claimed inventions under IN 295912, IN 313036, IN 320182 and IN 319673 before the SSO. Further, the invention declaration, in respect of the following suit patents, is also filed by the plaintiffs before the SSO, ETSI/3GPP.

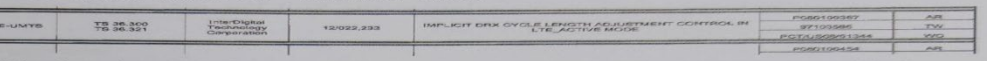
(i) Declaration for IN 295912 for 4G – *Page 280 of documents filed with index dated 22nd October 2025*



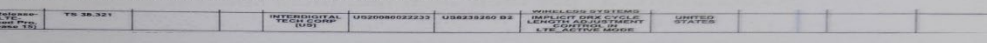
(ii) Declaration for IN 313036 for 4G - *Page 212 of documents filed with index dated 22nd October 2025*



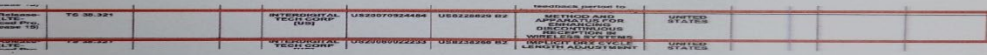
(iii) Declaration for IN 320182 for 4G – *Page 287 of documents filed with index dated 22nd October 2025*



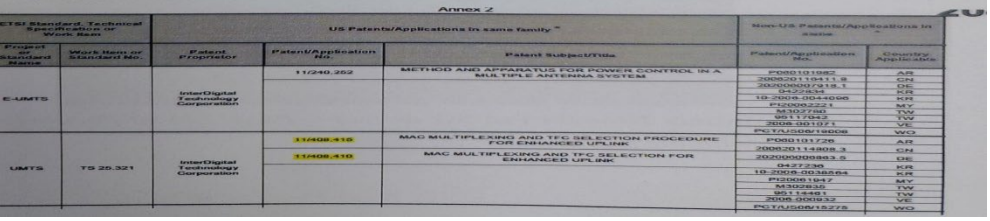
(iv) Declaration for IN 320182 for 5G - *Page 305 of documents filed with index dated 22nd October 2025*



(v) Declaration for IN 319673 for 5G – *Page 305 of documents filed with index dated 22nd October 2025*



(vi) Declaration for IN 262910 for 3G – *Page 208 of documents filed with index dated 22nd October 2025*



57. Apart from the above, during the course of hearing the plaintiffs had handed over the Bench, certain test reports claimed to have been generated by an institute by the name DEKRA Testing and Certification S.A.U. For

convenience, the said test results for Techno Pova 6 Neo is extracted hereunder:

Test Results

Test Spec	TC Code	Description	Band	T	Volt	Domain	Date	Test Sample	Result	Test System	HW version	SW version
3GPP TS 34.123-1	7.1.6.2.1	Correct settings of MAC-es/e scheduling information	FDDI	Nominal	Nominal	PS	2026-01-13	M/01	P	50	150	v46.0
3GPP TS 34.123-1	7.1.6.2.1	Correct settings of MAC-es/e scheduling information	FDDVIII	Nominal	Nominal	PS	2026-01-13	M/01	P	50	150	v46.0
3GPP TS 34.123-1	7.1.6.2.6	MAC-es/e correct handling of relative grants	FDDI	Nominal	Nominal	PS	2026-01-13	M/01	P	50	150	v46.0
3GPP TS 34.123-1	7.1.6.2.6	MAC-es/e correct handling of relative grants	FDDVIII	Nominal	Nominal	PS	2026-01-13	M/01	P	50	150	v46.0
3GPP TS 34.123-1	7.1.6.3.1	MAC-es/e E-TFC priority	FDDI	Nominal	Nominal	PS	2026-01-13	M/01	P	50	150	v46.0
3GPP TS 34.123-1	7.1.6.3.1	MAC-es/e E-TFC priority	FDDVIII	Nominal	Nominal	PS	2026-01-13	M/01	P	50	150	v46.0
3GPP TS 34.123-1	7.1.6.3.2	MAC-es/e transport block size selection	FDDI	Nominal	Nominal	PS	2026-01-13	M/01	P	50	150	v46.0
3GPP TS 34.123-1	7.1.6.3.2	MAC-es/e transport block size selection	FDDVIII	Nominal	Nominal	PS	2026-01-13	M/01	P	50	150	v46.0
3GPP TS 36.523-1	7.1.3.2	Correct handling of DL assignment / Semi-persistent case	FDD3	Nominal	Nominal		2026-01-12	M/01	P	119	7.20a	C85.1
3GPP TS 36.523-1	7.1.3.2	Correct handling of DL assignment / Semi-persistent case	TDD40	Nominal	Nominal		2026-01-12	M/01	P	119	7.20a	C85.1
3GPP TS 36.523-1	7.1.4.2	Correct handling of UL assignment / Semi-persistent case	FDD3	Nominal	Nominal		2026-01-12	M/01	P	119	7.20a	C83.1
3GPP TS 36.523-1	7.1.4.4	Correct handling of MAC control information / Scheduling requests and PUCCH	FDD3	Nominal	Nominal		2026-01-12	M/01	P	119	7.20a	C83.1
3GPP TS 36.523-1	7.1.4.4	Correct handling of MAC control information / Scheduling requests and PUCCH	TDD40	Nominal	Nominal		2026-01-12	M/01	P	119	7.20a	C83.1
3GPP TS 36.523-1	7.1.4.6	Correct handling of MAC control information / Buffer status / UL data arrive in the UE Tx buffer and retransmission of BSR / Regular BSR	FDD3	Nominal	Nominal		2026-01-12	M/01	P	119	7.20a	C83.1

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DEKRA

Test Spec	TC Code	Description	Band	T	Volt	Domain	Date	Test Sample	Result	Test System	HW version	SW version
3GPP TS 36.523-1	7.1.4.6	Correct handling of MAC control information / Buffer status / UL data arrive in the UE Tx buffer and retransmission of BSR / Regular BSR	TDD40	Nominal	Nominal		2026-01-12	M/01	P	119	7.20a	C83.1
3GPP TS 36.523-1	7.1.6.2	DRX operation / Short cycle not configured / DRX command MAC control element reception	FDD3	Nominal	Nominal		2026-01-12	M/01	P	119	7.20a	C84.1
3GPP TS 36.523-1	7.1.6.2	DRX operation / Short cycle not configured / DRX command MAC control element reception	TDD40	Nominal	Nominal		2026-01-12	M/01	P	119	7.20a	C84.1
3GPP TS 36.523-1	7.1.6.3	DRX operation / Short cycle configured / Parameters configured by RRC	TDD40	Nominal	Nominal		2026-01-12	M/01	P	119	7.20a	C82.1
3GPP TS 38.523-1	7.1.1.5.1	DRX operation / Short cycle not configured / Parameters configured by RRC	EN-DC_3A_n78A	Nominal	Nominal		2026-01-13	M/01	P	188	H51-s	v72.0
3GPP TS 38.523-1	7.1.1.5.2	DRX operation / Short cycle not configured / Long DRX command MAC control element reception	EN-DC_3A_n78A	Nominal	Nominal		2026-01-13	M/01	P	188	H51-s	v72.0
3GPP TS 38.523-1	7.1.1.5.3	DRX operation / Short cycle configured / Parameters configured by RRC	EN-DC_3A_n78A	Nominal	Nominal		2026-01-13	M/01	P	188	H51-s	v72.0
3GPP TS 38.523-1	7.1.1.5.4	DRX Operation / Short cycle configured / DRX command MAC control element reception	EN-DC_3A_n78A	Nominal	Nominal		2026-01-13	M/01	P	188	H51-s	v72.0
3GPP TS 38.523-1	7.1.1.5.5	DRX operation / Short cycle configured / Long DRX command MAC control element reception	EN-DC_3A_n78A	Nominal	Nominal		2026-01-13	M/01	P	188	H51-s	v72.0
3GPP TS 38.523-1	7.1.1.3.3	Correct handling of MAC control information / Scheduling requests	EN-DC_3A_n78A	Nominal	Nominal		2026-01-13	M/01	P	188	H51-s	v72.0

58. The aforesaid reports purport to have compiled 3GPP conformance results of the technical tests and analysis claimed to have been conducted on the products of Tecno and Itel devices which are alleged to implement the cellular standards and are subject matter of the suit patents, namely, (i) Tecno Pova 6 Neo, (ii) Itel Color Pro 5G, (iii) Infinix Note 50X and (iv) Tecno Spark Go1. The plaintiffs claim that the aforesaid test reports corroborate that the said devices not only conform to the 3G, 4G and 5G standards but also implement the suit patents as set by ETSI/3GPP.

59. Further, as per the submissions of the plaintiffs, at least one claim of the suit patent maps and directly corresponds to a specific portion of a standard, and therefore the patent is essential to said standard. The plaintiffs have placed on record the Essentiality Analysis of its Claims of IN 036. The same reads thus:

CLAIM LIMITATION	RELEVANT EXCERPTS OF THE IDENTIFIED 3GPP STANDARDS
1. A wireless transmit/receive unit (WTRU) comprising a processor (125) configured to:	The Defendants' cellular handsets are WTRUs (that is, a user equipment (UE) as defined in the IN 313036 patent) incorporating the claimed invention. The following mapping shows that all the claim limitations map onto the relevant 3GPP Standards..
1[a] receive, through a receiver (126), a first allocation from an evolved Node B (eNB), wherein the first allocation is an allocation of a non-contention based (NCB) uplink control channel,	**S6: § 5.2.3 "Uplink control information on PUCCH"** Data arrives to the coding unit in the form of indicators for measurement indication, scheduling request and HARQ acknowledgement. Three forms of channel coding are used, one for the channel quality information (CQI), another for HARQ-ACK (acknowledgement) and scheduling request and another for combination of channel quality information (CQI) and HARQ-ACK. **S3: § 5.4.4 "Scheduling Request"** The Scheduling Request (SR) is used for requesting UL-SCH resources for new transmission. When an SR is triggered, it shall be considered as pending until it is cancelled. If an SR is triggered and there is no other SR pending, the UE shall set the SR_COUNTER to 0.

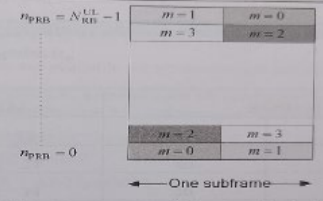
CLAIM LIMITATION	RELEVANT EXCERPTS OF THE IDENTIFIED 3GPP STANDARDS

	- ACK/NAK;
	- Scheduling Request (SR).
	
	The CQI informs the scheduler about the current channel conditions as seen by the UE. If MIMO transmission is used, the CQI includes necessary MIMO-related feedback.
	
	The HARQ feedback in response to downlink data transmission consists of a single ACK/NAK bit per HARQ process.
	
	PUCCH resources for SR and CQI reporting are assigned and can be revoked through RRC signalling. An SR is not necessarily assigned to UEs acquiring synchronization through the RACH (i.e. synchronised UEs may or may not have a dedicated SR channel). PUCCH resources for SR and CQI are lost when the UE is no longer synchronized.
	
	S2: § 6.2.2 "Message definitions"
	...
	– *RRCConnectionReconfiguration*
	
	The *RRCConnectionReconfiguration* message is the command to modify an RRC connection. It may convey information for measurement configuration, mobility control, radio resource configuration (including RBs, MAC main configuration and physical channel configuration) including any associated dedicated NAS information and security configuration.
	Signalling radio bearer: SRB1
	RLC-SAP: AM
	Logical channel: DCCH
	Direction: E-UTRAN to UE
	
	***RRCConnectionReconfiguration* message**
	
	-- ASN1START
	RRCConnectionReconfiguration = SEQUENCE {
	rrc-TransactionIdentifier RRC-TransactionIdentifier,
	criticalExtensions CHOICE {
	c1 CHOICE{

CLAIM LIMITATION	RELEVANT EXCERPTS OF THE IDENTIFIED 3GPP STANDARDS
1[b] the first allocation comprises a configuration for transmitting scheduling requests over the NCB uplink control channel, and the configuration indicates a periodicity at which physical resources of the NCB uplink control channel are dedicated to the WTRU for transmitting scheduling requests;	**S6: § 5.2.3 "Uplink control information on PUCCH"** Data arrives to the coding unit in the form of indicators for measurement indication, scheduling request and HARQ acknowledgement. Three forms of channel coding are used, one for the channel quality information (CQI), another for HARQ-ACK (acknowledgement) and scheduling request and another for combination of channel quality information (CQI) and HARQ-ACK. **S3: § 5.4.4 "Scheduling Request"** The Scheduling Request (SR) is used for requesting UL-SCH resources for new transmission. When an SR is triggered, it shall be considered as pending until it is cancelled. If an SR is triggered and there is no other SR pending, the UE shall set the SR_COUNTER to 0. As long as one SR is pending, the UE shall for each TTI: - if no UL-SCH resources are available for a transmission in this TTI: - if the UE has no valid PUCCH resource for SR configured in any TTI: initiate a Random Access procedure (see subclause 5.1) and cancel all pending SRs; - else if the UE has a valid PUCCH resource for SR configured for this TTI and if this TTI is not part of a measurement gap: - if SR_COUNTER < *dsr-TransMax*: - increment SR_COUNTER by 1; - instruct the physical layer to signal the SR on PUCCH; - else: - notify RRC to release PUCCH/SRS; - clear any configured downlink assignments and uplink grants;

CLAIM LIMITATION	RELEVANT EXCERPTS OF THE IDENTIFIED 3GPP STANDARDS

	- initiate a Random Access procedure (see subclause 5.1) and cancel all pending SRs.
	- else if UL-SCH resources are available for a new transmission in this TTI, cancel all pending SR(s).
	
	S2: § 6.3.2 "Radio resource control information elements"
	...
	– *SchedulingRequestConfig*
	The IE *SchedulingRequestConfig* is used to specify the Scheduling Request related parameters
	***SchedulingRequestConfig* information element**
	-- ASN1START
	SchedulingRequestConfig ::= CHOICE {
	release NULL,
	setup SEQUENCE {
	sr-PUCCH-ResourceIndex INTEGER (0..2047),
	sr-ConfigIndex INTEGER (0..157),
	dsr-TransMax ENUMERATED {
	n4, n8, n16, n32, n64, spare3, spare2, spare1}
	}
	}
	-- ASN1STOP
	***SchedulingRequestConfig* field descriptions**
	sr-PUCCH-ResourceIndex
	Parameter: $n^{(1)}_{PUCCH,SRI}$ see TS 36.213 [23, 10.1].
	sr-ConfigIndex
	Parameter I_{SR}. See TS 36.213 [23,10.1].
	dsr-TransMax
	Parameter for SR transmission in TS 36.321 [6, 5.4.4]. The value n4 corresponds to 4 transmissions, n8 corresponds to 8 transmissions and so on.
	...
	S4: § 10.1 "UE procedure for determining physical uplink control channel

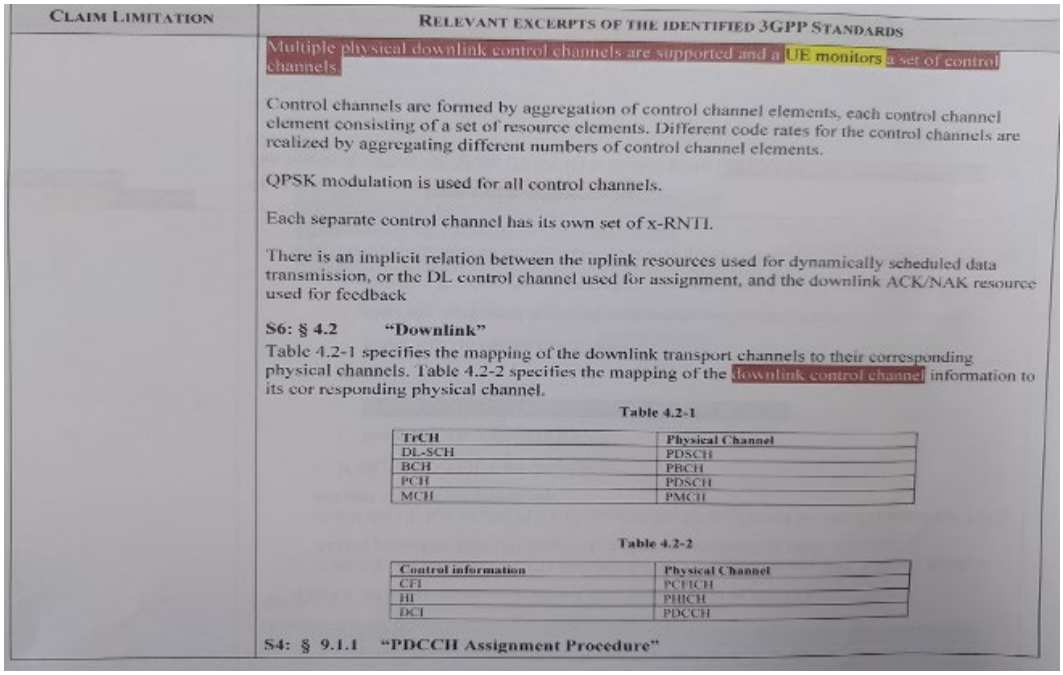
CLAIM LIMITATION	RELEVANT EXCERPTS OF THE IDENTIFIED 3GPP STANDARDS
	 **Figure 5.4.3-1: Mapping to physical resource blocks for PUCCH.**
1[c] transmit, through a transmitter (127), a scheduling request over the NCB uplink control channel in accordance with the first allocation, wherein the transmitted scheduling request comprises a transmission burst, and presence of the transmission burst on NCB uplink channel resources assigned to the WTRU by the first allocation is indicative of a request for uplink transmission resources by the WTRU;	**S5: § 5.4.1 "PUCCH formats 1, 1a and 1b"** For PUCCH format 1, information is carried by the presence/absence of transmission of PUCCH from the UE. In the remainder of this section, $d(0) = 1$ shall be assumed for PUCCH format 1. ... Resources used for transmission of PUCCH format 1, 1a and 1b are identified by a resource index $n^{(1)}_{PUCCH}$ from which the orthogonal sequence index $n_{oc}(n_s)$ and the cyclic shift $\alpha(n_s, l)$ are determined **S4: § 10.1 "UE procedure for determining physical uplink control channel assignment"** Uplink control information (UCI) in subframe n shall be transmitted - on PUCCH using format 1/1a/1b or 2/2a/2b if the UE is not transmitting on PUSCH in subframe n - on PUSCH if the UE is transmitting on PUSCH in subframe n unless the PUSCH transmission corresponds to a Random Access Response Grant or a retransmission of the same transport block as part of the contention based random access procedure, in which case UCI is not transmitted

CLAIM LIMITATION	RELEVANT EXCERPTS OF THE IDENTIFIED 3GPP STANDARDS
	...
	The scheduling request (SR) shall be transmitted on the PUCCH resource $n^{(1)}_{PUCCH} = n^{(1)}_{PUCCH,SRI}$ as defined in [3], where $n^{(1)}_{PUCCH,SRI}$ is UE specific and configured by higher layers. The SR configuration for SR transmission periodicity and subframe offset is defined by SR configuration index I_{SR} in Table 10.1-5. SR transmission instances are the subframes satisfying $(10 \times n_f + \lfloor n_s / 2 \rfloor - N_{OFFSET,SR}) \bmod SR_{Periodicity} = 0$, where n_f is the system frame number, and n_s = {0,1,…, 19} is the slot index within the frame, and $N_{OFFSET,SR}$ is the SR subframe offset defined in Table 10.1-5 and $SR_{Periodicity}$ is the SR periodicity defined in Table 10.1-5. **Table 10.1-5: UE-specific SR periodicity and subframe offset configuration** SR configuration Index I_{SR} | SR periodicity (ms) | SR subframe offset 0 – 4 | 5 | I_{SR} 5 – 14 | 10 | $I_{SR} - 5$ 15 – 34 | 20 | $I_{SR} - 15$ 35 – 74 | 40 | $I_{SR} - 35$ 75 – 154 | 80 | $I_{SR} - 75$ 155 | Reserved **S3: § 5.4.4 "Scheduling Request"** The Scheduling Request (SR) is used for requesting UL-SCH resources for new transmission. When an SR is triggered, it shall be considered as pending until it is cancelled.

CLAIM LIMITATION	RELEVANT EXCERPTS OF THE IDENTIFIED 3GPP STANDARDS

	If an SR is triggered and there is no other SR pending, the UE shall set the SR_COUNTER to 0.
	
	As long as one SR is pending, the UE shall for each TTI:
	- if no UL-SCH resources are available for a transmission in this TTI:
	  - if the UE has no valid PUCCH resource for SR configured in any TTI: initiate a Random Access procedure (see subclause 5.1) and cancel all pending SRs;
	  - else if the UE has a valid PUCCH resource for SR configured for this TTI and if this TTI is not part of a measurement gap:
	  - if SR_COUNTER < *dsr-TransMax*:
	  - increment SR_COUNTER by 1;
	  - instruct the physical layer to signal the SR on PUCCH;
	  - else:
	  - notify RRC to release PUCCH/SRS;
	  - clear any configured downlink assignments and uplink grants;
	  - initiate a Random Access procedure (see subclause 5.1) and cancel all pending SRs.
	- else if UL-SCH resources are available for a new transmission in this TTI, cancel all pending SR(s).

1[d] monitor a downlink control channel;	**S1: § 5.1.3 "Physical downlink control channel"** The downlink control signalling (PDCCH) is located in the first n OFDM symbols where n = 4 and consists of: - Transport format and resource allocation related to DL-SCH and PCH, and hybrid ARQ information related to DL-SCH; - Transport format, resource allocation, and hybrid-ARQ information related to UL-SCH; Transmission of control signalling from these groups is mutually independent.



CLAIM LIMITATION	RELEVANT EXCERPTS OF THE IDENTIFIED 3GPP STANDARDS

Multiple physical downlink control channels are supported and a UE monitors a set of control channels.

Control channels are formed by aggregation of control channel elements, each control channel element consisting of a set of resource elements. Different code rates for the control channels are realized by aggregating different numbers of control channel elements.

QPSK modulation is used for all control channels.

Each separate control channel has its own set of x-RNTI.

There is an implicit relation between the uplink resources used for dynamically scheduled data transmission, or the DL control channel used for assignment, and the downlink ACK/NAK resource used for feedback

S6: § 4.2 "Downlink"

Table 4.2-1 specifies the mapping of the downlink transport channels to their corresponding physical channels. Table 4.2-2 specifies the mapping of the downlink control channel information to its cor responding physical channel.

Table 4.2-1

TrCH	Physical Channel
DL-SCH	PDSCH
BCH	PBCH
PCH	PDSCH
MCH	PMCH

Table 4.2-2

Control information	Physical Channel
CFI	PCFICH
HI	PHICH
DCI	PDCCH

S4: § 9.1.1 "PDCCH Assignment Procedure"

60. As discussed above, the UK counterpart (EP 2 485 558 B1) of the Indian Patent which is the Suit Patent, namely, IN 313036 was upheld by the UK High Court, and in an appeal thereagainst, the UK Court of Appeals has upheld the essentiality and validity of the UK counterpart.

61. Though the test reports generated by DEKRA are yet to be tested for their probative value in accordance with law, however, in the opinion of this Court, for the purposes of prima facie finding that the claim charts of the suit patents, forming part of the SEP portfolio, map on to the technical specifications provided by the defendants of their devices, such test reports, constitute sufficient material. Of course, the defendants shall have all rights reserved to question and challenge the test report in accordance with law. However, for the purposes of the Court to pass necessary orders for deposit of pro tem security, the said test reports may *prima facie* validate the plaintiffs' claim on that account. It is made clear that this Court has not given any

definitive conclusion one way or the other as to the correctness or probative value of the test reports. It has to be borne in mind that the issue of essentiality apart from the aforesaid observations has also been upheld by foreign Courts as mentioned in the aforesaid paragraphs. Though, the findings and the conclusions reached by the foreign Courts may not be binding precedents, however, at the stage of considering interim arrangements of deposit of pro tem security, the rationale in such judgments/decisions can be considered and appreciated, provided this Court is satisfied about the existence of other factors. In other words, this Court finds reiteration of its own prima facie observations from the observations made in the foreign decisions.

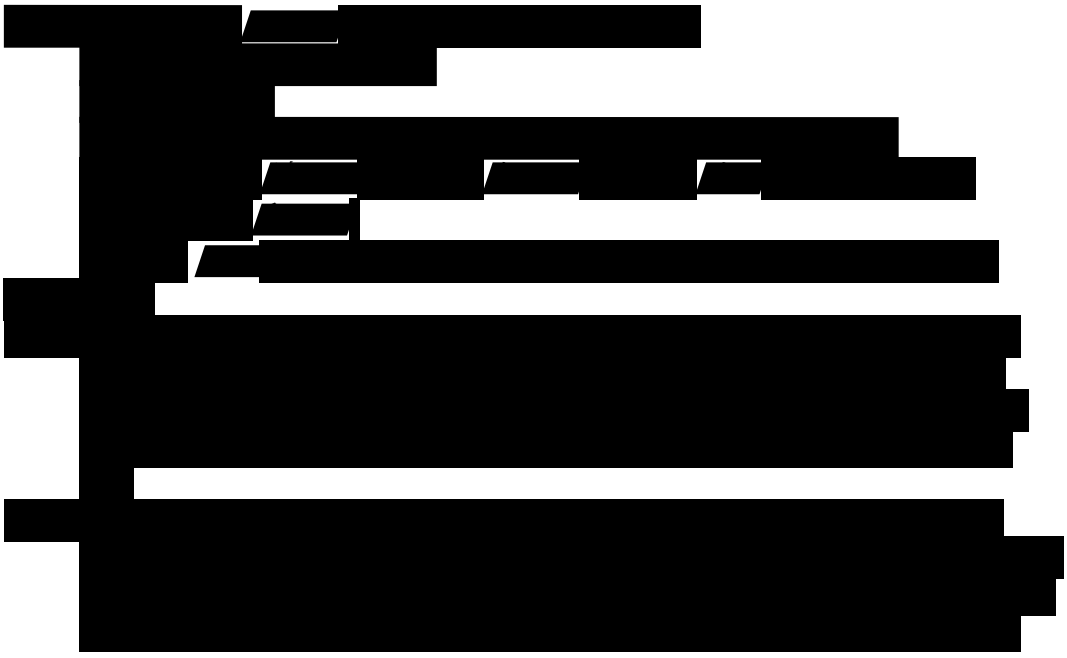
62. Having regard to the aforesaid discussions, this Court is of the view that the plaintiffs have been able to, *prima facie*, also establish the essentiality of the Suit Patents based on the documents placed on record by the Plaintiffs.

63. So far as the issue of infringement is concerned, this Court is clearly of the opinion that the said issue cannot be considered in a summary manner in which the opinion on validity and essentiality has been prima facie, formed. In this context, it would be relevant to recall the observations of the learned Division Bench in Intex Technologies where the four fold tests propounded by the learned Single Judge in Nokia vs. Oppo was essentially not accepted. In fact, it was also observed that in case the said four fold tests is insisted upon, it would cast an onerous burden upon the SEP holders and that too at the interim stage itself.

Pre-suit correspondences between the parties

64. The parties in the present case were *ad idem* that there were numerous meetings held to discuss the technical and commercial aspects of the SEP portfolio of the plaintiffs in respect of 3G, 4G, 5G and LTE technologies. It is

not disputed that the parties have been in constant negotiations since the year 2019. Equally, it is undisputed that the plaintiffs had furnished to the defendant no.1, claim charts of atleast 100 claims which according to it form part of its entire portfolio. The parties are also not at dispute that in respect of 50 such claims, defendant no.1 has carried out technical analysis and verifications. It is also admitted by the parties that the said negotiations are still continuing. However, the plaintiffs and the defendants rely upon certain correspondences which may be relevant for this Court to consider in order to assess whether the plaintiffs was a willing licensor or offering well defined and reasonable FRAND terms. Similarly, the correspondences may reflect the intention of the defendants whether it was a willing licensee. In order to appreciate the overall factors, it is found relevant to extract hereunder the following correspondences exchanged between the parties. The emails dated 19.03.2024, 29.03.2024, 02.08.2024, 09.12.2024, 23.12.2024, 26.12.2024 and 03.07.2025 read thus:



[redacted]

[redacted]

[redacted]

[redacted]

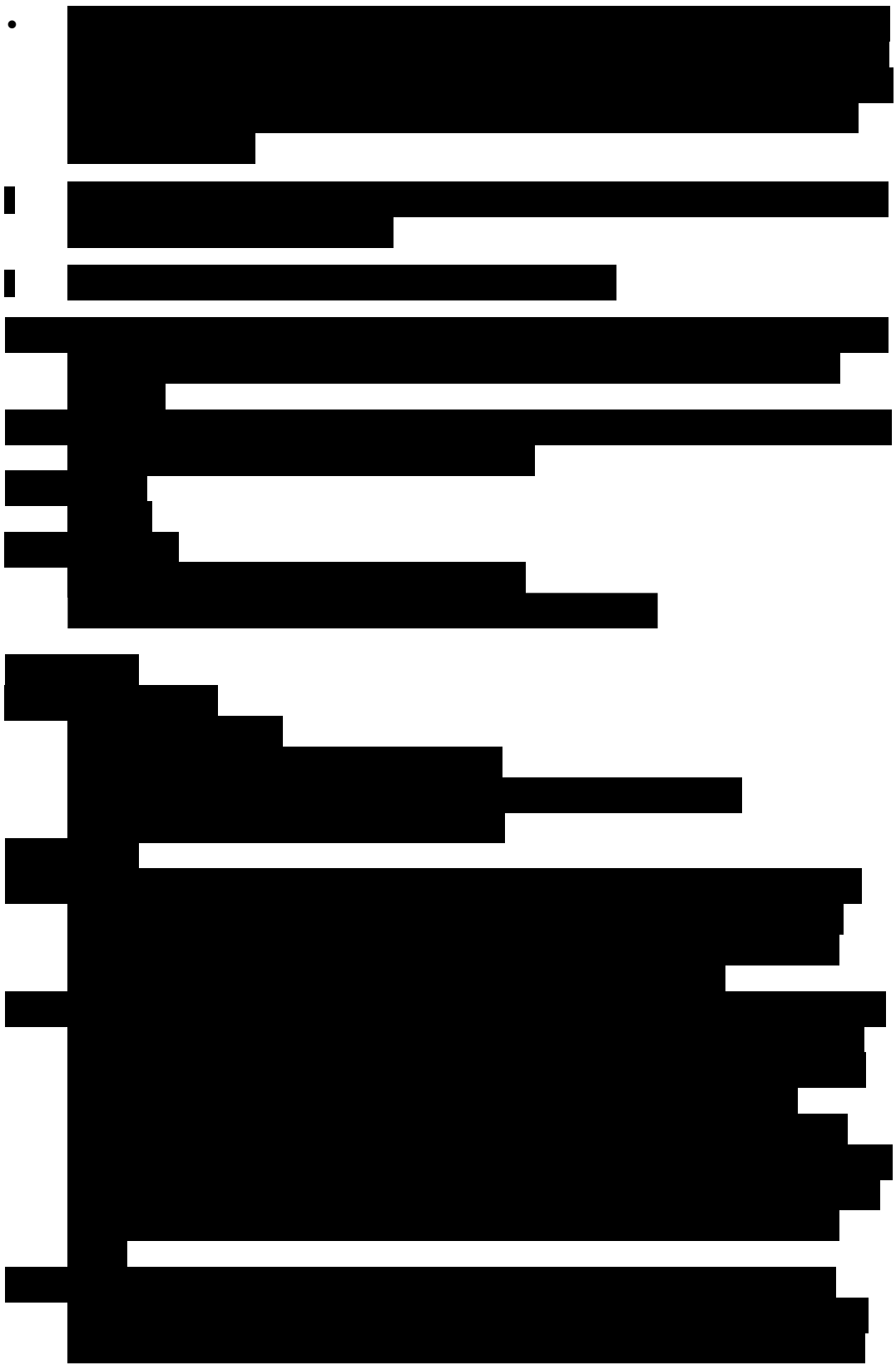
[redacted]

[redacted]

3. [redacted]

[redacted]

[redacted]



[redacted]

[redacted]

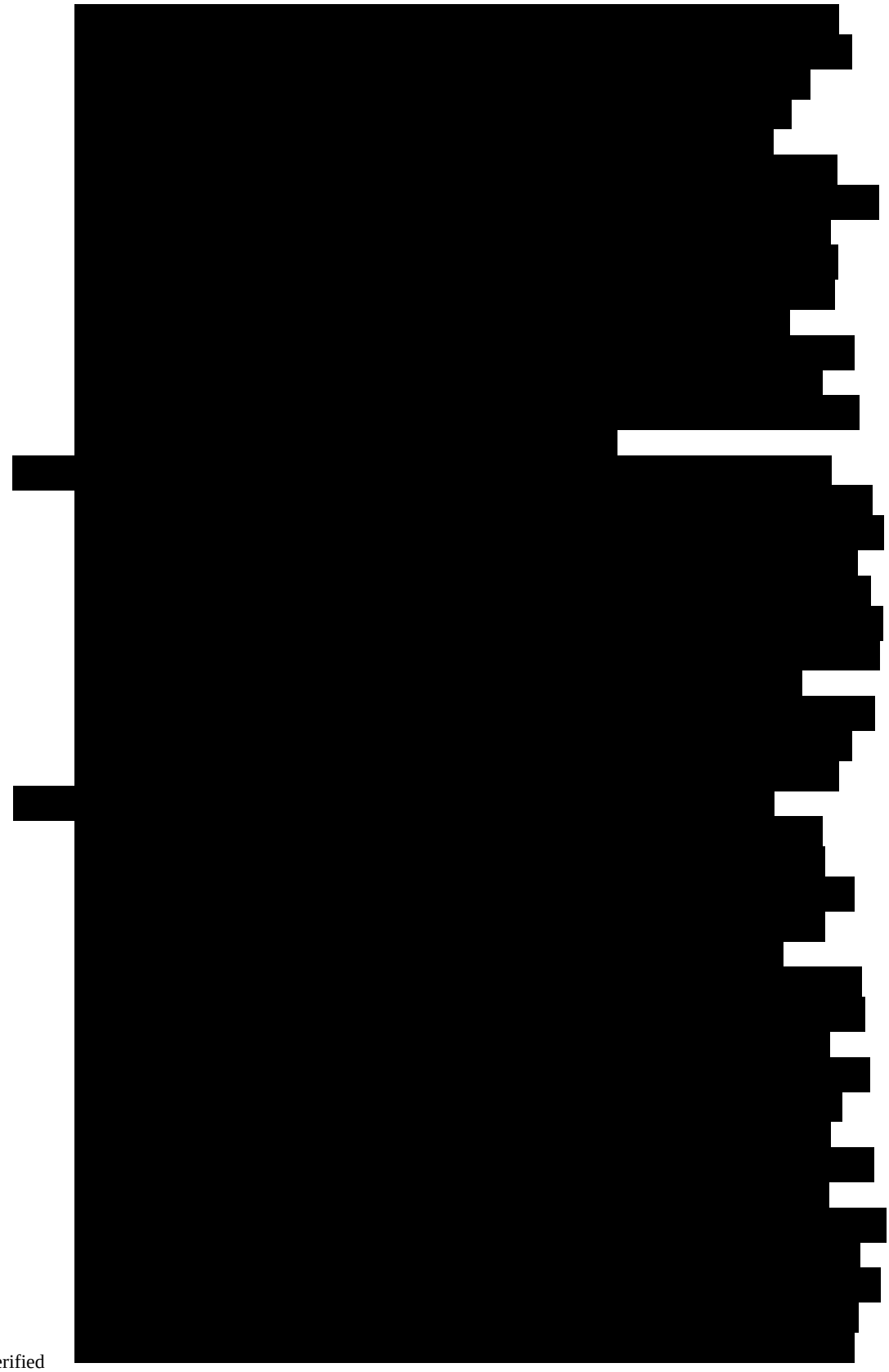
[redacted]

[redacted]

[redacted]

[redacted]

[redacted]



[redacted]

[redacted]

[redacted]

65. This court also notes that, during the technical discussion, at least three of the suit patents were discussed during the negotiations before filing the present suit.

66. Further, DB of this court in ***Intex v Ericsson*** (supra), while rejecting the views of ***Nokia v OPPO*** (SB) (supra) emphasised that, to grant the pro tem in favor of the plaintiffs, there is no need show an unequivocal admission with respect to following four factors including that the royalty rate proposed by the Plaintiffs were FRAND:

> *"114. Further, the learned Single Judge in Nokia Vs. Oppo (supra) has set an impossibly high bar for admission in a case of Standard Essential Patent FRAND infringement, i.e., there has to be an unequivocal admission on (i) essentiality and validity of the suit patents (ii) fact of utilization (iii) fact that such utilization, absent payment of liability would amount to infringement* ***(iv) that the royalty rate proposed by the Plaintiff was FRAND****. If there was an unequivocal admission on all four counts, there would be no necessity to file a suit for infringement at all and otherwise also, same would mean seeking/passing of a final decree at the interim stage!*
>
> ***115. In the opinion of this Court, the four-fold test casts an onerous burden upon the Standard Essential Patentee and that too at the interim stage itself. In fact, the said burden is completely alien to the patent jurisdiction and does not apply even in normal patent suits."***

[emphasis supplied]

67. From the aforesaid, it can be inferred that the defendant no.1 has shown its willingness to obtain license of the SEP portfolio, of course on FRAND terms and has, though resisted the offer made by the plaintiffs at its program rates, given three counter offers, the third one being [redacted] higher than the second counter offer. Even if this Court were to take note of the argument that these are not admissions and are offers without prejudice to their rights, at this stage, having regard to the correspondences exchanged, may be a relevant consideration for the purposes of balancing equities and passing orders for a reasonable pro tem deposit to secure the interest of the plaintiffs.

68. That said, much was argued on the purported precarious financial condition of the defendants and that there is a criminal proceeding by the Enforcement Directorate whereby the bank account of defendant no.1 was

frozen. However, learned counsel for the defendants contended that all the defendants are in pink financial health and there is no economic financial distress any of the defendants are facing. This Court finds that the plaintiffs have given certain details, basis whereof, it is apprehending financial distress so far as the defendants are concerned. To the said details the defendants have rebutted in an omnibus manner and have answered only with respect to the ED proceeding and that all the defendants have robust financial health.

69. Be that as it may, in the considered opinion of this Court while a precarious financial condition of the defendants may be a factor propelling the Court to pass orders for deposit of pro tem security, however, if the ultimate considerations for the deposit of pro tem security is to balance equities and ensure security to the plaintiffs, the financial condition may be one of the factors only and not the only factor. Thus, looked at any which way, the financial condition of the defendants are claimed to be robust, which actually propels this Court to presume that the defendants shall have no qualms in making a pro tem deposit since the same acts in tandem to provide security to the plaintiffs.

70. The correspondence referred to above coupled with the fact that the defendants have indeed made counter offers and simultaneously extending to demonstrate its willingness, can be a relevant consideration for the purpose of pro tem security deposit. Essentially, this is so because, while an implementer continues to sell its devices without any restraint, which may possibly be functioning on the 3G, 4G, 5G technologies comprising the SEP portfolio of the plaintiffs, apparently it is the plaintiffs which is being put to some financial distress and loss. The overall consideration of the correspondence exchanged between the parties gives an impression that on the one hand the

defendant no.1 claims to be ready and willing to obtain necessary license, while on the other, the negotiation is getting delayed for one reason or the other. Although, the delay may not necessarily be fully attributable to the defendant no.1, however, is indeed resulting in financial loss to the plaintiffs. Moreover, during the period of negotiations, defendant no.1 has not secured the financial interests of the plaintiffs despite showing willingness. Thus, the need to balance equities. It cannot be fathomed that a party can continue to sell its products; continue negotiations; continue technical evaluation of the claims; not provide any security to the SEP holder; not disclose the alternate technology that might be used in its products; not demonstrate how the technologies are being used without infringing the standards and SEP portfolio, and still insist that there is no requirement for the Court to pass orders for deposit of pro tem security. In the understanding of this Court, the words "interim arrangement" and "balance of equities" as used by the learned Division Bench of this Court in the aforesaid judgments are based on equitable consideration of factors in respect of both the parties.

71. Another consideration which would be relevant is the non filing of the TPLAs by the plaintiffs. However, it is also significant to note that on its part even the defendant no.1 did not disclose to the plaintiffs the annual sales of its products in India. In the opinion of this Court, had the defendants disclosed its sales in India, that too, in view of the NDA between both the parties, it is probable that the plaintiffs may have been able to offer FRAND terms which may be acceptable to the defendants. Though the plaintiffs did not disclose the TPLA terms to the defendants or to this Court, however, the e-mails dated 03.07.2025 and 25.08.2025 did indeed refer to certain public figures arrived at between the plaintiffs and third parties which could have been ascertained by

the defendant no.1. The defendant no.1 being in the commercial sphere surely cannot feign ignorance of how to assess or ascertain the figures relevant to it, while negotiating FRAND terms. Thus, this Court is unable to appreciate the contention of the defendants that no orders for pro tem security deposit can be made unless the plaintiffs furnishes TPLAs and is made accessible either to the Court or the defendant no.1. The said submission is unmerited.

72. That apart, the question as to whether TPLAs are required to determine the pro tem quantum is no more res integra. The learned Division Bench of this Court in ***Nokia vs. Oppo*** *(supra)* held as under:

> *"NON-FURNISHING OF COMPARABLE PLAs IS IRRELEVANT AT THIS STAGE*
>
> ***88. As regards non-furnishing of comparable PLAs is concerned, this Court is of the view that the said issue is irrelevant as the Court is not directing Oppo to pay the FRAND rate at this stage. Even the learned Single Judge has not held that Nokia ought to have supplied its PLAs to Oppo."***
>
> [emphasis supplied]

73. Additionally, this view was reiterated by a single bench of this court in ***Dolby vs Lava*** *(supra)* the said opinion was echoed in the following manner:

> *"27. The Division Bench specifically held that non-furnishing of the comparable third-party license agreements is irrelevant as the Court, at the stage of determining the pro tem deposit, is not determining FRAND rate. The relevant paragraph is set out below: -*
>
> > *"88. As regards non-furnishing of comparable PLAs is concerned, this Court is of the view that the said issue is irrelevant as the Court is not directing Oppo to pay the FRAND rate at this stage. Even the learned Single Judge has noted held that Nokia ought to have supplied its PLAs to Oppo.""*
>
> **** **** ****
>
> *38. From an analysis of the aforesaid judgements passed by the Division Benches of this Court in* ***Intex v. Ericsson*** *(supra),* ***Nokia v. Oppo*** *(supra) and* ***Guangdong Oppo v. Interdigital Technology*** *(supra), the following legal principles can be culled out: -*

I. The SEP cases are different from normal patent infringement cases to the extent that an SEP holder does not have the right to claim an injunction against an implementor without holding negotiations with the implementor, as per the FRAND protocol;
II. Indian courts are empowered to pass a direction for a pro tem deposit, and this power can be exercised under Section 151 of the CPC, without filing a separate application for the same;
III. Pro tem orders are in the nature of ad-interim orders, which operate till the time an application for interim injunction is decided by the Court;
IV. Pro tem deposits are granted to balance the SEP holders' right to receive value for the use of their technology with the implementor's right to contest the patent. This ensures that the implementor does not unfairly benefit from the use of patented technology during the course of a potentially lengthy litigation, where the issues such as validity, essentiality and FRAND terms have to be determined;
V. Normally speaking, a pro tem order should be directed only after a prima facie finding on essentiality and validity of the suit patents. However, for passing pro tem orders, no detailed exploration of merits of the case is required, as is required for purposes of grant of an interim injunction;
VI. The four-fold test laid down by the Single Bench in Nokia v. Oppo (supra) would not apply for purposes of grant of a pro tem order;
VII. The Court can form a prima facie view based on surrounding factors. Where the Court is of the view that the challenge to essentiality and validity of the SEP is merely an afterthought, it would be a relevant factor in determining the question of prima facie essentiality and validity of the suit patents. Therefore, determination of pro tem would depend upon the facts and circumstances of a case;
VIII. Conduct of the parties during negotiations is one of the key factors to be kept in mind while determining whether a potential licensor and licensee were willing licensors or willing licensees, respectively. An unwilling licensee cannot be permitted to freely sell its devices using the SEPs of the patent owner, without making a pro tem security deposit;
IX. There is no requirement for the patent owner to furnish any third party licensing agreements to the implementor at the stage of negotiations or at the stage of determining pro tem deposit.

**** **** ****

47. From an analysis of the aforesaid correspondence exchanged between the parties, the following aspects can be discerned:

…..-vii. Lava kept on insisting that Dolby should provide third-party confidential licensing agreements to Lava, which was unjustified….

[emphasis supplied]

74. Thus, the overwhelming law in this regard is against any mandatory requirement for the plaintiffs to furnish TPLAs, particularly at the stage of consideration of pro tem deposit. This Court is also of the considered opinion that furnishing of TPLAs may obviate a delayed or protracted trial and bring the disputes to a closure. It is possible that in certain cases the Court may, if it is of the opinion that such documents are required, direct the parties to produce TPLAs. The opinion rendered by the learned Division Bench ought not to be construed as if it forecloses the power of the Court to direct a party to furnish TPLAs if it is of the opinion that to determine the payment of pro tem security, such material would be a factor which needs to be considered before any such direction is passed.

75. So far as the argument of Mr. Saikrishna Rajagopal that 4 out of 5 suit patents have been held to be invalid by Supreme Court of China is concerned, the chart furnished by Mr. Saikrishna Rajagopal very fairly also disclosed that other foreign courts in countries like USA, UK and Germany, have upheld either the validity or the essentiality or in certain cases, both, of the respective counterparts of some of the suit patents. Though no doubt one foreign Court may have invalided certain suit patents, however, largely, globally different courts of different jurisdiction appear to be in alignment with the finding, even if *prima facie*, that the counterparts of some of the suit patents are either essential or valid or both. Notwithstanding the prima facie finding of this Court on essentiality and validity, if one were to take the general analysis or average of the foreign courts, it cannot be concluded with conviction that the suit patents are invalid or not essential to the standards. Therefore, the argument in this context may be a factor, however, having regard to other

decisions of foreign courts favouring the plaintiffs, is unpersuasive and unmerited.

76. As held in Nokia vs OPPO DB (supra) and discussed earlier that granting pro tem security does not confer any advantage to the licensor/SEP holder, rather, it only balances the asymmetric advantage that an implementor has over a SEP holder. For better clarity, the relevant para is reproduced as follow:

> *"A PRO-TEM SECURITY ORDER CANNOT BE LIKENED TO AN INJUNCTION*
>
> 59. This Court is further of the opinion that a pro-tem security order cannot be likened to an injunction order because unlike an injunction order it does not stop or prevent the manufacturing and sale of the infringing devices. ***The intent of a pro-tem security order is to either ensure maintenance of status-quo or to retain the Courts' power and ability to pass appropriate relief at the time of disposal of the injunction application under Order XXXIX Rules 1 and 2 or at the final stage. In the facts of the present case, the pro-tem security order does not confer any advantage upon Nokia as it only balances the asymmetric advantage that an implementer has over a Standard Essential Patent holder.*** *This Court in Intex vs. Ericsson (supra) has held as under:-*
>
> > ***"72. Further, the implementor has to either accept the licensor's offer or give a counter offer along with an appropriate security in accordance therewith to prove its bonafides as in the interregnum it cannot freely sell its devices using such Standard Essential Patents. If no ad-hoc royalty is paid during the interregnum, such party benefits, to the disadvantage of other willing licensees, and gets an unfair competitive edge in the market.""***
>
> [emphasis supplied]

77. Further, this Court also notes that the plaintiffs have executed more than 50 licenses for their telecommunication SEP portfolio, which are worldwide in scope and also cover India. Many companies such as Apple, Google, Oppo, Vivo, Samsung, Huawei, Lenovo, LG, Sony, Xiaomi, ZTE,

HTC, Kyocera, have entered into agreements to license plaintiffs' portfolios of SEPs relating to telecommunications, which include the Suit Patents.

78. Additionally, this court also notes that the plaintiffs have enforced the suit patent against third parties in ***Interdigital Technology Corporation & Ors. vs Guangdong OPPO Mobile Telecommunications Corp. Ltd. & Ors.,*** **CS(COMM) 692/2021, and** ***Interdigital VC Holdings Inc & Ors. Vs Guangdong OPPO Mobile Telecommunications Corp. Ltd & Ors.,*** **CS(COMM) 707/2021.** In CS(COM) 692/2021, the court, in the said proceedings directed the OPPO to furnish a Bank Guarantee with this Hon'ble Court as pro-tem security. It is important to note that all 5 suit patents in question in CS(COM) 692/2021, while in CS(COMM) 707/2021, the suit patent IN'108 was in question. The plaintiffs have also relied on the ***Interdigital Technology Corporation & Ors. vs Xiaomi Corporation & Ors.,*** CS(COMM) 295/2020, to support their argument of enforcement of the suit patents against third parties. However, this suit examines the trans border jurisdiction and anti-enforcement injunction, and does not talk about the validity, essentiality, therefore, this court believes that this decision is not relevant to rely on at this stage.

79. In ***Dolby vs Lava*** *(supra)*, this Court emphasised that in order to balance the equities between the parties, the court has the power to pass a pro-tem order being a temporary arrangement without a detailed exploration of merits, if the facts so warrant. The Court further emphasized that in order to arrive at a prima facie finding regarding the essentiality and validity of the patents in question, the court can refer the surrounding factors like "the number of licenses entered into by SEP owners in respect of the portfolio of SEPs relating to the same technology; enforcement of the said SEPs before

competent Courts; pro tem orders passed by the courts relation to the said SEPs." The court noted that these would be relevant factors if it found that there are a significant number of competitors/players in the market, including those having a better bargaining position on account of their volumes/market share, and are paying royalties for such SEPs. For clarity, the relevant paragraphs are reproduced hereunder:

> *"39. In my considered view, the expression, used by the Division Bench in Nokia v. Oppo (supra) in paragraph 81, "Normally speaking, a pro-tem deposit should be directed only after a prima facie finding of essentiality and validity of the suit patents has been recorded" has to be reconciled with the observations made in paragraph 58 that "Consequently, to balance the equities between the parties, this Court has the power, if the facts so warrant, to pass a pro-tem order being a temporary arrangement without a detailed exploration of merits.". Therefore, even though the Court is required to give a prima facie finding of essentiality and validity of the suit patents, the level of scrutiny would depend upon the facts and circumstances of the case. Where the conduct and actions of the implementor during the negotiations stage indicates no serious challenge to the essentiality and validity of the suit patents, the Courts may not get into a detailed exploration of merits. To arrive at a prima facie finding with regard to the essentiality and validity of the suit patents the Court can look at the surrounding factors such as the number of licenses entered into by SEP owners in respect of the portfolio of SEPs relating to the same technology; enforcement of the said SEPs before competent Courts; pro tem orders passed by the courts relation to the said SEPs. Where it is found that a significant number of competitors and players in the market, including entities that are in a better bargaining position on account of their volumes or market share, are paying royalties for such SEPs, it would be a relevant factor.*
>
> *40. If in every case the Court were to conduct an in-depth examination of issues relating to the essentiality and validity of the suit patents, the whole objective behind a pro tem deposit would be defeated. Judicial notice can be taken of the fact that once in litigation, the implementors take all possible defences relating to essentiality, validity and non-infringement even though these have not been raised during the negotiations. Therefore, in my considered view, the determination of pro tem deposit has to be very factcentric. In cases where the implementor has not made a credible challenge to the essentiality and validity of the suit patent during the negotiations stage and makes a challenge only during the litigation as an afterthought, the Court can look at the surrounding factors to determine prima facie validity and essentiality of the suit patents. Otherwise, the threshold for deciding a pro tem deposit would become the same*

as that for deciding an interim injunction application. This is not to say that the Court does not have to examine the aspects of validity and essentiality of the suit patents at all."

80. Learned counsel for the defendants had also argued that having regard to the protection conferred upon the patentees under section 48 of the patents Act, 1970, the said protection can extend only to those patents which are registered under the Indian law. In other words, and without admitting to the validity and essentiality of the suit patents, evaluation of pro tem security can be based only on those patents which are registered in India and not the entire SEP portfolio of the plaintiffs containing other patents as well.

81. Though, the said argument appears to be attractive and logical, however, in view of the peculiar manner in which the 3G, 4G and 5G technologies work, the assessment and quantification of pro tem security cannot be compartmentalised and insulated from other patents forming part of the SEP portfolio. From what has been argued and shown to this Court, it appears that the technologies are so well enmeshed, entrenched, interwoven, intertwined and interdependent that even if one of the minor or trivial technologies or aspects are ignored or overlooked or taken away from the entire, the technology might fail or not work at its optimum best. How one patent and its process is inter linked and intrinsically connected or dependent with another, cannot be gauged or ascertained with certainty. Thus, to expect eschewing of suit patents from the rest of the SEP portfolio, though may be an academic exercise, but far from reality. Law cannot be applied *de hors* reality. Moreover, the parties, in their correspondence have nowhere negotiated prices or rates etc on patent to patent basis, or a country specific patent manner, but the entire portfolio. It is apparent that the parties are clear on how the

technologies work. Thus, such an argument cannot be appreciated.

QUANTIFICATION OF PRO TEM DEPOSIT:

82. As noted above, the plaintiffs have not placed on record TPLAs nor have the defendants placed record of its sales of the mobile smartphones. That however, would not mean that the Court is at some disadvantage from passing an order directing deposit of pro tem security as there are other relevant considerations available.

83. The plaintiffs had given its first offer at [redacted] for the period [redacted] against which the defendants had given its first counter offer at [redacted]. It appears after further negotiations that the plaintiffs have revised its offer to [redacted] for the period of [redacted] years as noted above, against which the defendant no.1 gave its enhanced counter offer at [redacted]. Further negotiations resulted in the defendant no.1 giving its third enhanced counter offer of [redacted].

84. It is clear from the aforesaid that the gap between both the offers and counter offers is very wide and thus, there cannot be a mid way between the two. In the absence of any TPLA, it is difficult to quantify the pro tem security. In such circumstances, it would be in alignment with the aforesaid observations and analysis that the quantification can be ascertained from the counter offer made by defendant no.1.

85. It is pertinent to note that the third counter offer dated 20.09.2025 of [redacted] is an enhancement to the extent of [redacted] of the second counter offer which was pegged at [redacted]. A perusal of the written statement indicates that the defendants had not furnished any details with regard to any alternate technology that might have been used in the

products, which appears to be in contravention of Rule 2(f) of the High Court of Delhi Rules Governing Patent Suits 2022. Equally, the written statement does not appear to be specific in terms of the requirement of Rule 2(d) and Rule 3B(ii) & (vi) of the Rules, 2022.

86. Learned counsel for defendant no.1 had, without prejudice to the rights and contentions of defendant no.1 submitted two options to satisfy the pro tem security. One of such options was based on the economic expert's report of the defendant no.1 offering [redacted] in respect of the cellular suit patent and [redacted] in respect of the HEVC Suit Patents from the date of filing of the suit. The other option was an offer of a bank guarantee for an amount equivalent to [redacted] of the last counter offer of [redacted] made by the defendants.

87. Since the counter offer of [redacted] was on an annual basis, the period for which the plaintiffs have sought execution of FRAND agreement being the years [redacted], the cumulative total for this period would approximately be more than [redacted]. As such, it appears to this Court it would be fair and in the interests of justice to direct the defendants to deposit 1/5th of [redacted] which comes to [redacted]. The deposit so directed has to be calculated in INR as per the exchange rate prevailing as on date.

88. Accordingly, the following directions are passed:

(a) The defendants shall deposit a sum of [redacted] or the equivalent in Indian Rupees with the Registrar General of this Court within a period of eight weeks from date. The said sum shall be kept in an interest bearing FDR in the name of the Registrar General, with auto renewal mode.

(b) In the alternate, the defendants would be at liberty to submit an unconditional bank guarantee for a sum of [redacted] or the equivalent in Indian Rupees to the satisfaction of the Registrar General of this Court within the same period as noted in direction (a) above.

89. It is made clear that the observations and analysis made hereinabove shall not tantamount to any final expression on merits.

90. The applications are disposed of accordingly.

91. Parties are at liberty to apply for unredacted copy of this order, which may be furnished forthwith.

CS (COMM) 1045/2025 and CS (COMM) 1046/2025

92. List on 24.08.2026, the date already fixed.

93. Copy of the order be given *Dasti* under the signature of Court Master to both the parties.

TUSHAR RAO GEDELA
(JUDGE)

JULY 01, 2026/*lr*/*ak*