



Neutral Citation Number: [2025] EWHC 2920 (Pat)

Case No: HP-2025-000043

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

The Rolls Building
7 Rolls Buildings
Fetter Lane
London EC4A 1NL

Date: Thursday, 30th October 2025

Before:

MR. JUSTICE MEADE

Between:

(1) AMAZON.COM, INC.

(a company incorporated in the
State of Delaware, USA)

(2) AMAZON DIGITAL UK LIMITED

(3) AMAZON EUROPE CORE SARL

(a company incorporated in Luxembourg)

(4) AMAZON EU SARL

(a company incorporated in Luxembourg)

(5) AMAZON TECHNOLOGIES, INC.

(a company incorporated in the
State of Nevada, USA)

- and -

(1) INTERDIGITAL VC HOLDINGS, INC.

(a company incorporated in the
State of Delaware, USA)

(2) INTERDIGITAL, INC.

(a company incorporated in the
State of Pennsylvania, USA)

(3) INTERDIGITAL MADISON PATENT
HOLDINGS SAS

(a company incorporated in France)

(4) INTERDIGITAL PATENT HOLDINGS, INC.

(a company incorporated in the
State of Delaware, USA)

(5) INTERDIGITAL CE PATENT HOLDINGS SAS

(a company incorporated in France)

(6) THOMSON LICENSING SAS

(a company incorporated in France)

(7) VANTIVA SA

(a company incorporated in France)

Claimants

Defendants

MR. PAUL KEY KC, MR. THOMAS HINCHLIFFE and MR. THOMAS LUNT
(instructed by **Hogan Lovells International LLP**) appeared for the **Claimants**.

MR. MICHAEL BLOCH KC and MR. DOUGLAS CAMPBELL KC (instructed by **Bird & Bird LLP**) appeared for the **First to Fifth Defendants**

Approved Judgment

Transcript of the Stenograph Notes of Marten Walsh Cherer Ltd.,
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MR. JUSTICE MEADE:

1. This is a procedural hearing between Amazon and InterDigital. It is listed for two days. I have given two previous judgments, in which the background is set out. The first thing I have to deal with is the timing of the hearing of the jurisdiction application, which is to say InterDigital's Part 11 application, which, according to the order of Master McQuail, was to come in a window down to the end of January, and which Amazon seek to have expedited.
2. There are two bases put forward for me to exercise a power to bring the hearing forward. One is that Amazon agreed to the timing of the hearing because they were led to believe by InterDigital that there was no urgency, when in fact there was urgency in connection with the German and UPC anti-suit relief. The second is that there has been a material change of circumstances in relation to the proceedings as a whole because of the anti-suit relief.
3. It is obvious, to my mind, that there has been a material change of circumstances, because the anti-suit orders made by the German and the UPC courts have had the effect, at least for the moment, of depriving Amazon of the ability to seek an interim licence, or a declaration about interim licensing, and have changed the timescale of the UK and, indeed, international dispute. Mr. Bloch KC sensibly did not push materially against that at the hearing today, so I do not need to go much into the basis for my being able to revisit the timetable.
4. I will say a few words, however, in connection with the first point, which is Amazon being told that the matter was not urgent, when, in fact, objectively speaking, it was because of the UPC and German proceedings. My reason for doing so is because Amazon, in their documents going back to the first hearing before me on 8th October, categorised this as a subterfuge. They said it must have been obvious to InterDigital's advisers, involved in international litigation of this kind, that there was this major difference in timing between the UK and continental proceedings.
5. I think that that was a perfectly sensible point for Amazon to make, and objectively it does seem extremely surprising that there were not representatives within InterDigital's international team who knew of the inconsistency between the timings. Just as it was a sensible or at least a reasonable point for Amazon to raise, it was obviously fair for the individuals involved on the InterDigital side to explain themselves, which, indeed, they have done through evidence from the lawyers at Bird & Bird, and less directly, but still materially, InterDigital's German representatives. They explain that there were, in fact, no individuals who were aware of the difference in timings.
6. I accept that evidence, and Mr. Hinchliffe KC, who appears for Amazon today, does not go behind it. I think it is important to make clear that there was no malice or dishonesty or lack of propriety or anything of that kind on the part of the individual lawyers involved. None the less, in my view, it must have been completely obvious to those within InterDigital, who no doubt were getting feedback from both teams, that there was this mismatch, and had it been necessary to go into this in any detail I would have found that Amazon did, indeed, agree to the jurisdiction timing under a misapprehension about the urgency which ought to have been apparent, at least, to those within InterDigital, if not to any individual one of its external legal representatives. In any event, the important thing to make clear is that there has been no impropriety on

the part of any external legal representative of InterDigital. I have already said that I consider there was a material change of circumstances arising from the anti-suit relief, and I therefore can revisit the timetable.

7. As it happens, and in any event, InterDigital accept that it is possible to have a hearing of the jurisdiction application in a sensible way this side of the end of the Michaelmas term, and the disputes about that are fairly minor. What it boils down to is whether the hearing should be in the last week of November, or at the beginning of December. That, in itself, revolves around what might be needed to be covered in Amazon's evidence in reply. Amazon expressed a concern about this, because it said that InterDigital's substantive arguments on expedition had expanded from the document which I directed should be provided very shortly after the 8th October hearing, and which was provided. I think Amazon are right that InterDigital's position has expanded a lot.
8. As I understood it, from the previous hearings and from the outline of the jurisdiction arguments, InterDigital was taking two quite narrow points; one arising from the confidential matter that I have touched on before, and one arising from an undertaking offered by InterDigital in respect of certain of its UK patents, also covered in my previous judgments. Now it appears that a much wider stance is taken, including what sounded to me, on the back of Mr. Bloch KC's skeleton, to be a request for quite radical reappraisal of the whole *Unwired Planet* jurisprudence. I, however, made clear, when I directed that InterDigital should provide its outline, that that was not to bind it absolutely. I did not have in mind the very large expansion that has taken place, but in my view, Mr. Bloch is right, and it would be unjust to shut out InterDigital from arguing whatever it considers proper to do, and specifically so given that a very useful discussion has taken place today, further identifying what InterDigital does propose to argue and the alternative fora that it intends to put forward in relation to forum non conveniens. Mr. Hinchliffe has very helpfully said that, with that understanding, Amazon considers that it can, first of all, get on with its evidence in the meantime, and, secondly, be ready according to the timetable that it has put forward in its skeleton.
9. So I will bring forward the jurisdiction application, and I will communicate to the parties what the precise timing will be.

[Further Argument]

10. I now have to deal with what to do in relation to the return date of the anti-anti-suit order that I made on 20th October, which is reflected in my order of that date. In paragraph 7 I said:

"This Order having been made without hearing the Respondents or giving them an opportunity to make representations, any party affected may apply to vary or set aside this Order providing any application is issued no later than 4pm 7 days after service of this order on the party making the application and providing any such application is preceded by at least 48 hours prior written notice to the Applicants through Hogan Lovells International LLP's London office."

11. Paragraph 8, providing for the return date, said:

"The return date shall be during the hearing listed to be heard in the window 28-30 October 2025 ... At the return date, the Court will consider whether this Order shall be continued and/or what further order shall be made."
12. InterDigital have not made any such application as yet, and the grounds on which they might have applied to vary or set aside the order were not explained prior to this hearing, it is said because of the shortness of time. However, Mr. Bloch has indicated that there are three matters to be considered. One is an allegation by InterDigital that it had made no threat, and as part of that that it has no intention, at the moment, of seeking anti-suit relief to block the final RAND determination in these proceedings. Secondly, that point one should be viewed in the context of comity, which was explained in oral submissions to be an argument that the court should proceed with the greatest care in making an order that cuts across foreign proceedings, especially when there is no threat and no intention. Thirdly, some matters of clarification, one bearing on the confidential matter and the other one bearing on the impact that a final determination in these proceedings might have in foreign jurisdictions.
13. I indicated in the course of argument to Mr. Bloch that I was not specifically troubled with the procedural framework by which InterDigital went ahead. I had in mind whether a specific application notice was required, but that does not mean that any application to vary or set aside ought not to be managed or ought not to be managed in the context of my paragraph 7. I think that, in view of the rather limited matters that are raised, there has in fact been nothing to stop InterDigital being ready at this hearing to argue out the matters I have adumbrated. It seems to me that only very little evidence is concerned about the absence of a threat, if any, or about the lack of a present intention. If evidence is required about the clarifications, then I think that can only be limited as well, but I would hope the parties could resolve those anyway.
14. Nonetheless, those materials are not before the court, i.e. InterDigital's grounds for varying or setting aside. Although Mr. Key KC, who is dealing with this part of the hearing for Amazon, has said that they are ready to go at this two-day hearing, I do not think that is practical in the light of InterDigital not having put forward its material and also in light of the other things that we have to deal with, in particular to do with expedition of the substantive trial.
15. However, this does need dealing with rapidly. As at present advised, I am not willing to give up on the prospect of putting this all to bed in advance of the case management hearing which is due to take place on 14th November.
16. So I will direct that InterDigital must set out, in detail and with precision, by next Monday, 4 p.m., the bases on which it seeks to vary or set aside the order. Unlike the indicative statement that I asked for in relation to jurisdiction, this must be definite and binding. InterDigital will not be permitted to vary from that without a further order of the court and nor, in view of what has happened, may it materially expand what it intends to say beyond that which has been explained to me by Mr. Bloch today. InterDigital's evidence in support of that must be served by 4 p.m. next Wednesday. After that, the parties will please communicate to me what they think the timing is for

the actual hearing, and that will need to also cover whether Amazon needs to put in responsive evidence and what that will be.

17. In the meantime, I continue my order, the anti-anti-suit order. The parties can agree the precise terms of that. I do not really see why it needs to be any different from paragraph 5 of my previous order, with a different stop date to it, but, in any case, I make clear that my order continues until the precise terminology of that replacement is agreed between the parties.
