



YUSARN AUDREY

PATENT INFRINGEMENT PROCEEDINGS IN SINGAPORE





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## I. INTRODUCTION

1. This brochure sets out an overview of matters concerning infringement of a patent, including a general description of what may be expected from the court process of commencing an action for infringement, as well as possible remedies and relief which may be sought. Further, some points of note in relation to evidentiary and strategic considerations prior to commencing and during court proceedings are also covered.

## II. RIGHTS ARISING FROM REGISTRATION OF A PATENT

2. A patent is a right to protect an invention. This may be a product or process that gives a new technical solution to an existing problem, a new method of doing things, the composition of a new product, or a technical improvement on an existing object or method. There is a myriad of inventions which may be the subject of a patent, not limited to merely physical products but also innovative new processes or methods. For example, some famous or recognisable examples of patentable inventions include: a patent for a touch screen device and method owned by Apple Inc. with one of the inventors being Steve Jobs, a patent for Nintendo's Game Boy, i.e. a compact hand-held video game system and Lego's patent for its toy building brick. Amazon has also filed a patent for a mechanism to be implemented in a wifi network to prevent shoppers from searching for competitors' products and comparing prices online while in-store.
3. For an invention to be patentable, it must satisfy 3 main criteria:
  - (a) It must be new, i.e. it should not have been made known to the public in any way whether in Singapore or overseas. Precautions must therefore be taken not to disclose the invention prior to application for the patent, including for research and publication purposes, trade exhibitions, or commercialisation.
  - (b) There must be an inventive step, i.e. an improvement over an existing product or process. The improvement must be non-obvious to a person who is skilled in the art in that technological field of the invention.
  - (c) There must be industrial application, i.e. the invention should be able to be made or used to achieve some end in industry.
4. The proprietor of a patent in Singapore has the exclusive right to exploit an invention for the period which the patent is registered for (up to a maximum period of 20 years). In other words, the proprietor has the right to prevent third parties from using, making or otherwise dealing with the invention by taking legal action against a third party ("**Infringer**") for any infringement of the patent. What





infringement means and the elements which are necessary for proving infringement are points which are covered below.

5. Patents can have commercial value and may be the subject of a license or sale. A patent may also be used a form of security in relation to financing. As mentioned above, a patent gives protection to an invention and the proprietor has the right to restrain its competitors from dealings in relation to the invention. Furthermore, an exclusive licensee of a patent can, depending on the terms of the licence, have the same rights and remedies that would be available to the proprietor, and bring infringement proceedings on its own accord.
6. It is useful to note that there are specified transactions in relation to a patent or application for a patent that are registrable under Singapore law, otherwise the transaction may be ineffective as against a person acquiring a conflicting interest in the patent or the application for a patent in ignorance of it. Such transactions are as follows:
  - (a) the assignment of a patent or application for a patent, or a right in it;
  - (b) the mortgage of, or grant of any other security interest in, a patent or application;
  - (c) the grant or assignment of a licence or sub-licence, or mortgage of, or grant of any other security interest in, a licence or sub-licence, under a patent or application;
  - (d) the death of the proprietor of any such patent or application or any person having a right in or under a patent or application and the vesting by an assent of personal representatives of a patent, application or any such right; and
  - (e) any order or directions of a court or other competent authority transferring a patent or application or any right in or under it to any person or that an application should proceed in the name of any person.

### III. WHAT TO DO WHERE THERE IS PATENT INFRINGEMENT

#### A. Establishing Patent Infringement

7. It would be infringement should a third party do the following without the consent of the proprietor of the patent:
  - (a) *where the invention is a product*, he makes, disposes of, offers to dispose of, uses or imports the product or keeps it whether for disposal or otherwise;





- (b) *where the invention is a process*, he uses the process or he offers it for use in Singapore when he knows, or it is obvious to a reasonable person in the circumstances, that its use without the consent of the proprietor would be an infringement of the patent;
  - (c) *where the invention is a process*, he disposes of, offers to dispose of, uses or imports any product obtained directly by means of that process or keeps any such product whether for disposal or otherwise.
8. There do exist certain exceptions / defences under which the patent will not be considered to have been infringed, including the following (non-exhaustive) examples:
- (a) an act which would have been in infringement of the patent is done privately and for purposes which are not commercial;
  - (b) an act which is done for experimental purposes relating to the subject-matter of the invention;
  - (c) an act which consists of the extemporaneous preparation of a medicine for an individual in accordance with a prescription given by a registered medical or dental practitioner or consists of dealing with a medicine so prepared.
9. Further, in line with Singapore's policy in allowing parallel importation, importing or selling any patented product, product obtained by means of a patented process or to which a patented process has been applied is not infringement if done with consent of the proprietor of the patent or any person licensed by him. [Thus a genuine product which has been manufactured by or under licence from the patent owner would not be infringing a Singapore patent even if it is subsequently imported into Singapore without the consent of the patent owner.]

## **B. Remedies for Patent Infringement**

10. The possible remedies that can be sought are as follows:
- (a) An injunction (e.g. to restrain future infringement of the patent).
  - (b) Damages or an account of profits. An award of damages and an account of profits are mutually exclusive, and it is up to the proprietor to elect which form of relief is sought.
    - (i) Damages would be assessed based on evidence of loss which the proprietor shows, and it must be proved that loss was suffered as a result of the infringing acts, e.g. loss of profits or business. One form





of damage suffered may be the loss of a license royalties / fees which the Infringer would have had to pay the proprietor in order to utilise the patent.

- (ii) An account of profits is obtained based on what is gained by the Infringer from the infringing acts and is usually assessed based on the evidence obtained from the Infringer through the document disclosure process in court proceedings. Whether a claimant chooses to elect to claim damages or an account of profits would depend on the circumstances of each individual case. It may also be possible to claim both heads of relief, but only where there is no double recovery, i.e. a proprietor cannot claim both damages and an account of profits in respect of the same infringement.
  - (c) An order for the Infringer to deliver up or destroy any products in relation to which the patent is infringed or any article in which that product is inextricably comprised or any material and implement the predominant use of which has been in the creation of the infringing product.
  - (d) A declaration that the patent is valid and has been infringed.
11. Conversely, it is possible for someone intending to do certain acts which could possibly be seen to infringe a patent to apply for a *declaration of non-infringement*. This is a declaration made by the Court that an act or proposed act would not constitute an infringement of a patent. In cases where it is uncertain whether an act would be in infringement of a patent or where someone wishes to proceed out of an abundance of caution, it is possible to seek such a declaration so as to avoid future issues cropping up. In order to apply for such a declaration, the person must show that:
- (a) the person has applied in writing to the proprietor of the patent in question for a written acknowledgment to the effect of the declaration claimed, and has furnished him with full particulars in writing of the act in question; and
  - (b) the proprietor has refused or failed to give any such acknowledgment.

#### IV. OVERVIEW OF CIVIL PROCEEDINGS

##### A. Analysis of the Patent vis-à-vis the Infringing Product or Process

12. A patent infringement matter is usually not clear-cut, e.g. the patented product and the infringing products are usually not entirely identical or different. This is especially so where a competitor has tried to design around an existing patent.





13. Accordingly, obtaining an expert's analysis of the patent and the infringing product or process, in particular an analysis of the claims in the patent and then comparing the infringing product or process with the patent claims, is key to establishing patent infringement. Because patents are technical and often require a certain area of expertise to understand the claims of the patent and how the invention is meant to work, it is critical to have someone with expertise in the field of the patent or invention to look at the patent and the infringing product or process to give a studied opinion or view on whether there is infringement and to what extent at an early stage, preferably before court proceedings are commenced. It is important to be well-informed of the strengths and weaknesses of the case before investing further time and effort into commencing any court proceedings. It will also assist in formulating the enforcement strategy going forward, e.g. to fight the case all the way (if there is a good chance of success) or try to negotiate a settlement (if strengths and weaknesses are more balanced).

#### **B. Prior to Court Proceedings – the Cease and Desist Letter**

14. Generally, cease and desist letters are commonly employed to fire the first salvo to the Infringer to demand that the infringing acts cease immediately and take appropriate rectification steps (such as the payment of damages, providing a written undertaking to never repeat the infringing acts as well as a sworn declaration which contains details as to the destruction and disposal of the infringing items) to be taken within a short space of time (usually 7 calendar days). This helps to contain the costs incurred by the proprietor of the patent where the Infringer is prepared to comply with the demands made. Further, in some cases where infringement is not intentional or where the Infringer is reasonable, a cease and desist letter can also open up an avenue for discussion and negotiation of a licence between the parties.
15. However, where the Infringer ignores the cease and desist letter or seeks to deny that there has been any infringement, the next step taken to escalate matters is usually to commence court proceedings. This at some level demonstrates to the Infringer that the proprietor of the patent is ready to take steps to protect his position.
16. Depending on the perceived or anticipated reaction of the Infringer, court proceedings may sometimes be taken directly without issuing a cease and desist letter first. An example where this may be done is in a situation where it appears likely that the Infringer may take steps to destroy evidence of infringement if they are given advance warning that the patent holder may take legal action against them.





**C. Groundless Threats of Infringement Proceedings**

17. One point which should be considered when issuing a cease and desist letter is the possibility that this may expose the proprietor to the risk of the Infringer bringing a counterclaim for groundless threat of infringement proceedings. Under Singapore law, it is possible for any person aggrieved by groundless threat of infringement proceedings to bring an action for relief for any of the following:

- (a) a declaration that the threats are unjustifiable;
- (b) an injunction against the continuance of the threats;
- (c) damages in respect of any loss sustained by the threats;

unless the defendant shows that the acts in respect of which proceedings were threatened constitute (or if done would constitute) an infringement of the patent concerned and the registration of the patent is not invalid in any relevant aspects.

18. However, groundless threat of infringement proceedings cannot be brought where the threats are made in relation to making or importing a product for disposal or of using a process.
19. This is why, prior to issuance of a cease and desist letter with respect to a claim for patent infringement, we would usually advise and assist clients to undertaking a study of the patent in question in relation to the allegedly infringing product or process. This results of such a study would affect how the cease and desist letter is to be drafted and what demands are made. Further, as mentioned above, the analysis of the infringement would affect what strategy is taken for the steps going forward.

**D. Compiling and Preserving Evidence**

20. Prior to commencing a court action or even issuing any cease and desist letter, it would be prudent for the proprietor of the patent to preserve any evidence of potential infringement, including taking the following steps:
- (a) compiling and filing away copies of the relevant documents or material showing the infringing acts; and
  - (b) making trap purchases of the infringing goods, materials or articles.

The more detailed the compilation and preservation steps are, the better.

21. The preservation of evidence should be done at an early stage since there is always a possibility that the Infringer may remove or destroy the said evidence once he is





aware that the proprietor of the patent is intending to take steps to pursue the said potential infringement.

#### E. Commencement of Court Proceedings

22. Infringement proceedings involving patents must be commenced in the *High Court* (which is the only judicial forum that has the power to hear such cases). The *High Court* has specialist Judges that often hear such intellectual property related disputes. The proceedings will culminate in a trial (which is a public hearing) for the Court to hear the evidence and consider the evidence before deciding whether a claim has been proven against the Infringer.
23. These proceedings can be commenced by the proprietor of a patent by way of a *Writ of Summons*, which is normally accompanied by a *Statement of Claim* that sets out the facts of the case against the Infringer.
24. Under the procedural rules, service of the *Writ of Summons* must be effected so that the relevant timelines start to run. Where a *Writ of Summons* is to be served in Singapore it comes with a 6 month validity period. In situations where service outside of Singapore is required there is a 12 month validity period. The said validity period for service may be extended by making an application to the High Court.
25. Upon service of the *Writ of Summons* being effected, the Infringer will then have 8 days to enter an appearance by filing a *Memorandum of Appearance* where service was in Singapore (and 21 days for instances where services was outside of Singapore). This document signifies to the proprietor of the patent that the Infringer intends to contest things. If the *Memorandum of Appearance* is not filed in time, then the possibility of filing for *Judgment (in default of appearance)* may be considered.
26. After entering an appearance, the Infringer will have an additional 14 days to file a *Defence* to set out the facts supporting his position and challenging the contents of the *Statement of Claim*. If the *Defence* is not filed in time, then there is yet another possibility for filing for Judgment. In this instance, an application for *Judgment (in default of defence)* may be considered.
27. From time to time, the Infringer may consider filing a *Counterclaim* at the same time the *Defence* is filed. This approach is to put forth his own claims against the proprietor of the patent (which may involve his asking for the patent invalidated and/or a claim for damages arising out of groundless threats of infringement).
28. Thereafter, the proprietor of the patent has 14 days to file and serve a further document called a *Reply* should be filed to refute the allegations contained in the *Defence* and set out other facts that may not have been found in the *Statement of*



*Claim* to buttress his position. Where a *Counterclaim* is raised, the proprietor of the patent or would have to file a *Defence to Counterclaim* within the same 14 day period.

#### F. Interlocutory Injunctions

29. Depending on the circumstances of the case, it may be possible to launch an interim step in the form of an interlocutory injunction. An injunction is an order from the Court compelling a person to do something (ie. a mandatory injunction) or to refrain from doing something (ie. a prohibitory injunction).
30. In cases involving the infringement of a patent, it may be possible to try and seek such an injunction to ensure that the Infringer does not take any other steps to affect the profits or business of the proprietor of the patent while parties await for the trial to take place (which at times could be some 1½ to 2½ years down the road). This may be particularly important in patent cases in order for the business to maintain the early innovative advantage which comes from having monopoly of the patented invention.

#### G. Other Interlocutory / Summary Applications

31. For preservation of evidence and where there is a grave danger or real possibility that the Infringer is intending to destroy evidence, it may be possible to apply to the court for an Anton Piller Order to enable one to enter premises, search and seize evidence / documents. However, whether such an application should be made depends on the circumstances of the case and there is a very high burden for the applicant to meet in order to satisfy the court's grant of such an intrusive and draconian search order.
32. As the case proceeds, other interim steps are taken to prepare the evidence and the case itself for the trial – this may include requests for further disclosure of documents or the administration of *interrogatories* (which are questions designed to help obtain answers on relevant issues ahead of the trial itself). Normally, such requests are made by way of a letter to the opposing side. Where the said request is not acceded to or if the response is unsatisfactory, it is possible to file an interlocutory application to obtain a further order from the Court to compel the same. These interim steps to prepare a case for trial could last anywhere between 9 to 18 months (as a broad and general estimate).
33. The benefit and advantage that lies with the disclosure procedures is that it may be possible, depending on the facts and claims in each case, to extract from the Infringer information and documents in relation to their suppliers, distribution channels, manufacturers, customers, profits and other commercial information and documents. As a general rule, one can ask for disclosure of documents as long as





the documents meet the requirements of being relevant and necessary for the fair disposal of the matter or for saving costs.

34. Where the case is a straightforward and clear cut one (where the Infringer has no defence or a very weak defence), it would be possible to consider obtaining summary judgment – this is an interim process whereby the Court is asked to make a determination of the case based solely on the signed statements by the relevant parties and helps to cut down the need for a trial (eg. in situations where the material facts are not in dispute and there does not appear to be any need for cross-examination at trial).
35. Any party who is dissatisfied with the outcome of a hearing on such interlocutory applications, may in some cases file an appeal for that matter to be reviewed by a higher tribunal. In that regard, it is possible for things to take an estimated additional 2 to 6 months before an appeal is heard and disposed of.

#### H. Proceeding Towards A Full Hearing / Trial

36. Document disclosure is a key and essential part of the civil proceedings. In this regard, the parties are required to disclose all relevant documents (which is defined very widely to cover items such as e-mails, drawing, maps, photographs and recordings) which they have or have access to regardless of whether the documents are beneficial to their case or it could otherwise hurt their case. This better ensures that all relevant evidence is prepared prior to trial itself as the key documents would naturally be found in the *affidavits of evidence-in-chief* (ie. trial witness statements) (“AEICs”).
37. AEICs seek to speed things up and save costs for all concerned since the time which would ordinarily be required to be spent at trial to obtain the evidence orally has already been reduced into writing and exchanged with the other side prior to trial itself.
38. The primary value of “*laying the cards on the table*” in terms of both document disclosure and the AEICs is that the opposing party will have a good preview of what the your case entails (in terms of the evidence) and this at times could better facilitate settlement discussions since the opposing party has to reflect on the weakness and shortcomings of its own position (should these be a viable and acceptable option).
39. The trial itself usually takes place over 2 to 3 days at the minimum and may even stretch beyond 3 to 4 weeks depending on the issues in question and the complexity of the facts and circumstances. Subject to the Court’s calendar and the availability of the Judge, the trial itself could be broken up into 2 or more tranches (eg. a 10 day long trial could have 4 days in January, with another 4 days in March and the remaining 2 days in April).





40. During the trial, the persons who have made and submitted AEICs must turn up in Court to be subject to the process of cross-examination (ie. the process whereby the opposing side's lawyers are allowed to ask questions to test the veracity and consistency of the evidence being put forth in the AEIC as well as what is found in the documents provided in disclosure). If not, the AEICs could be disregarded and evidence inside would not be included in the Court's consideration and decision making process.
41. Depending on the complexity of the case and the nature of the evidence to be put forth, there could at times be expert witnesses who provide testimony as to their field of expertise insofar as the same is relevant to the issues in that trial. While the expert is engaged by the party concerned, he or she has an overriding duty to the Court in terms providing as balanced a view as possible (ie. to be impartial and independent). In patent infringement cases, expert evidence is often a critical part of the trial process and experts are usually always called as witnesses during trial. The experts give evidence on the meaning of technical words and phrases in the patent specification, the scope of the claims in the patent and what is disclosed in prior art. There are considerations to take note of in relation to experts in patent infringement proceedings, including who to appoint, what issues the expert is to consider, whether a joint expert is suitable or how the experts are to give evidence at trial.
42. The trial itself is primarily an evidence gathering exercise, the Court will in course of hearing the oral testimony and reviewing the relevant documents make an assessment as to the truthfulness and/or candour of each witness. In other words, the Court can find that a particular witness is either evasive or untrustworthy, which in turn means that the evidence so provided would be discounted or disregarded. Conversely, the Court can find that another witness is trustworthy and honest, which would lead to the evidence given to be relied upon and looked on more favourably.
43. For civil proceedings, the proprietor of a patent need only prove his case on a balance of probabilities. This standard of proof requires that the more probable / likely case will be allowed to succeed.
44. At the close of trial, the Court will invite closing submissions to be made by the parties – this is to take into account the evidence gathered during the trial and also how this fits in with the relevant laws and legal arguments. Thereafter, having had some time to deliberate and consider things, the Court will deliver its decision on the case. Depending on the complexity and issues involved, the Court may take an estimated 3 to 6 months before delivering its decision. Where there are interesting or novel points of law, the Court could well consider delivering a written judgment which may be reported in the law reports – ie. it would form part of the body of the case law here in Singapore.





45. A party who is dissatisfied with the decision of the Court after trial may consider filing an appeal to the *Court of Appeal* setting out the grounds as to why the decision should be reversed or varied. This appeal process from the time the *Notice of Appeal* is filed up until the matter is heard by the *Court of Appeal* may take an additional 12 to 15 months. Thereafter, the *Court of Appeal* will deliberate on the matter and should it require time to further consider the arguments and evidence will take several months before providing its decision. As the *Court of Appeal* is apex judicial body in Singapore, it will carefully consider the impact of its decision on the parties as well as to the extent it has consequences on the way the law develops or would be applicable going forward. Again, should there be interesting or novel points or issues of law that arise, there could be a written judgment that would be handed down.

#### I. Costs Awarded

46. For court proceedings, the party which is successful in its action would be awarded costs payable by the unsuccessful party. For civil proceedings, the general rule is that “costs follow the event” – meaning that the winning party would be awarded a portion of its legal fees, disbursements and expenses. A party would not be awarded its costs in entirety since this would go against the principle of not having parties profit from litigation.
47. Alternatively, instead of having the court decide on the quantum of costs to be awarded, it is also sometimes common for parties to come to an agreement on the amount of costs payable or, in the absence of an agreement, go through taxation proceedings which is a separate proceeding after trial where the court will determine whether the quantum of costs submitted by the successful party is reasonable in the circumstances.
48. Costs are not only awarded at the end of the trial. There may be smaller awards of costs for the interlocutory proceedings taken out by the parties prior to trial, eg. for an interlocutory injunction, or applications for disclosure or *interrogatories*. Such costs are usually payable immediately (or within a short period of time) and the successful party may seek relief from the court if the losing party fails to make payment of the costs ordered. Failure to pay such costs may affect the progress of the court action and could even result in the court throwing out a party’s case (where such conduct is egregious).

#### J. Enforcing A Court’s Decision

49. Depending on the nature of the judgment or orders issued by the Court, there are various steps that can be taken to try to compel the Infringer to comply with the same.





50. For example, where there is a judgment or order for payment of money (ie. a judgment debt), the following steps can be considered if the Infringer refuses to cooperate:
- (a) A writ of seizure and sale. This is done by way of a Court application to have the Court Sheriff visit the relevant premises (eg. the address of the Infringer) to seize goods (belonging to the Infringer) for the purposes of satisfying the judgment debt and try to have the same auctioned to realise some cash value.
  - (b) An examination of judgment debtor. This is done by way of a Court application to have the Infringer (or officer thereof for a company) attend in Court to be orally examined on the property that he has (and to produce any relevant books or accounts). This can be a useful step to take where the extent of the Infringer's property (for the purposes of a writ of seizure and sale) in Singapore is uncertain.'
  - (c) Garnishee proceedings. This is done by way of a Court application to try to reach into the Infringer's bank accounts to get payment or to get payment from other third parties who owe a debt to the Infringer.
  - (d) Winding up or bankruptcy proceedings. This is a step that can be utilised to place additional pressure on the Infringer to make payment of the judgment debt, failing which it would have to face the inconvenience / consequences of being wound up (for companies if the judgment debt is more than S\$10,000) or made bankrupt (for individuals if the judgment debt is at least S\$15,000).
51. Where an injunction has been ordered but disregarded or breached by the party so affected, one important option to consider is that of committal for contempt of Court. This is done by way of a Court application to get an order for the Infringer (or its relevant officers / representatives) to be punished for its refusal to comply with the Court's order. The punishment can be in the form of a custodial (jail) sentence and/or a fine.

## **V. ALTERNATIVE DISPUTE RESOLUTION ("ADR")**

52. Singapore has been growing and developing its facilities, expertise and experience in ADR. It is possible to explore such ADR options before or in conjunction with / parallel to court proceedings.
53. The ADR options available in Singapore include both arbitration, mediation and expert determination. In particular, the WIPO Arbitration and Mediation Center Singapore Office established in May 2010 is one option for ADR in relation to disputes involving ownership and validity of intellectual property rights registered





in Singapore. Our firm has had experience with handling mediation of disputes conducted via the Singapore Mediation Centre as well as under the WIPO Arbitration and Mediation Center and is equipped to advise and represent parties in the same.

54. The key advantages of ADR include:

- (a) managing costs in litigation – where it is possible for court proceedings to develop in a manner which may cause one to expand more costs than initially anticipated (depending on how the case progresses and what steps are taken by the opposing party), it is possible to avoid such costs if parties are able to come to a final settlement by way of an ADR process;
- (b) coming to an outcome which is acceptable to both parties which may not be the case in court proceedings where the result is in the hands of the judge;
- (c) confidentiality in relation to the dispute as well as settlement terms, in contrast with court proceedings where court documents may be obtained by other third parties and the press / media and where the trial is usually open for public viewing;
- (d) mediation affords an avenue to exploring potential settlement options, due to the “*without prejudice*” nature of the process – which means that matters discussed and raised in the course of the mediation process cannot be relied on and brought up as evidence at trial (except in relation to costs to be awarded after the trial has concluded);
- (e) greater control over the process including the venue at which parties are to meet, who would be facilitating the mediation and what matters may be brought up – oftentimes there may be extralegal concerns that may be a central reason for the dispute but not something which a court may decide upon; in such cases parties may find that mediation may be a forum which assists them in airing and resolving these concerns; and
- (f) depending on when ADR is conducted and whether settlement is possible, avoiding disclosure of confidential or proprietary information which may have to be produced during the course of court proceedings, especially if the other party is likely to attempt to compel disclosure of the same.

55. ADR is a voluntary process and is “opt-in”. However, the Singapore courts may take into account efforts which parties put into exploring ADR options when looking at costs to be awarded at the end of a trial. A successful party at trial which had refused consider mediation without reason or which had attended mediation but not participated in good faith may be viewed unfavourably in terms of costs





awarded. In the High Court, the court process requires parties to make and respond to offers to mediate the dispute. Parties are to submit “ADR Offers” and respond to each other’s offer in accordance with the directions of the court. Where parties are in agreement to attempt mediation, the court may then give directions to facilitate the proposed mediation, including putting certain court timelines on hold pending the outcome of mediation.

## VI. CONCLUSION

56. Obtaining registration of a patent in Singapore can be a valuable business asset to any organisation. A patent essentially provides the proprietor with “statutory monopoly” of the patented invention and the proprietor is able to rely on the force of law to enforce and protect its rights to make, use and sell the same. The underlying basis of the benefits and protection afforded to a patent is to reward the investment which the proprietor has undertaken in relation to the development of the invention. Because of the benefits and protection which a patent has, it is usually seen to have greater commercial value and would likely be more attractive in the eyes of potential purchasers, investors or franchisees. As mentioned above, it is also open to the proprietor of a patent to exploit this right in many ways.
57. Where a proprietor is aware of a potential infringement of his patent, steps should be taken as soon as possible to try to get the Infringer to cease use or dealings in relation to the same. This could help prevent loss of profits or business arising from a similar products being made from copying the patented invention, which the proprietor has spent valuable time and costs in development on.
58. Our firm has represented clients in contentious matters involving ongoing and concurrent civil, criminal and ADR proceedings. We are also familiar with mediation for disputes under the auspices of the Singapore Mediation Centre as well as the WIPO Arbitration and Mediation Center. Due to our background and specialisation in intellectual property and strategic development of the same, we are equipped with the knowledge and personnel to advise on the early stages of protection and exploitation of your intellectual property up to enforcement of your rights against infringers. Further, we have an advantage in relation to advising on patent infringement disputes, given our in-house patent agents who specialise in different technical fields including biotechnology, biomedical engineering, pharmaceuticals, telecommunications, medical devices and software, electrical and mechanical engineering and chemistry. Given our firm’s experience and expertise in handling cases related to infringement of intellectual property, we are confident in providing advice on the steps and strategies which may be explored, catered to the unique circumstances and commercial considerations of each client.





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IF YOU WOULD LIKE TO HAVE FURTHER INFORMATION ON THIS BROCHURE OR DISCUSS THE IMPACT OF THE SAME ON YOUR BUSINESS, PLEASE CONTACT:

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