

Other	Date	December 19, 2024	Court	Osaka District Court, 26th Civil Division
	Case number	2023 (Wa) 12021		
- A case in which the court dismissed claims for payment of compensation for damages that were sought on the grounds of joint tort or non-performance, etc.				

Summary of the Judgment

In this case, the Plaintiff argued that Defendants Y1 and Y2 derailed a project related to "development of a new hydrogel system antifouling paint" (the "Project"), due to which the Plaintiff could not obtain an outcome from the Project, and the Plaintiff claimed against the Defendants based on the joint tort and against the Defendant Company (a company where Defendant Y1 serves as representative) based on Article 350 of the Company Act to seek joint and several payment of compensation for damages, and also claimed against Defendants Y1 and Y2 to seek delivery of movables based on the ownership (the Plaintiff made the claim against Defendants Y1 and Y2 to seek payment for shares of loss based on the partnership contract as an alternative claim of the aforementioned claim to seek compensation for damages, and claimed against Defendant Y2 to seek compensation for damages based on non-performance on the grounds of violation of confidentiality as another alternative claim).

The issues in this case are [i] whether the Defendants committed torts to derail the "Project" as argued by the Plaintiff and to carry out outcomes; [ii] the amount of damages that the Plaintiff suffered; [iii] whether the partnership contract as argued by the Plaintiff has been established; [iv] whether Defendants Y1 and Y2 have an obligation of payment based on the partnership contract as argued by the Plaintiff; and [v] whether Defendants Y 1 and Y2 have an obligation to deliver movables as argued by the Plaintiff.

In this judgment, concerning Issue [i], as to the act argued by the Plaintiff (the act of Defendants Y1 and Y2 to use confidential information by disclosing it to a third party, etc.), the court determined as follows: it is not clear what information was used in what way in concrete terms and what impact was exerted on the results of the "Project" concretely based on the Plaintiff's argument, and therefore, the argument itself is unreasonable; there was no evidence to find that Defendants Y1 and Y2 committed said act; and furthermore, no points against the intention of the Plaintiff's representative at that time are found regarding evacuation of Defendants Y1 and Y2 from the research site. The court determined that torts were not established with the Defendants, including

the remaining points argued by the Plaintiff, and that there are no grounds for the Plaintiff's argument (including non-performance of Defendant Y2 on the grounds of violation of confidentiality) (Issue [ii] does not require determination). In addition, concerning Issue [iii], the court determined that there is no evidence to find that the partnership contract as argued by the Plaintiff was established (Issue [iv] does not require determination), and concerning Issue [v], the court determined that the Plaintiff's argument cannot be accepted. In conclusion, the court dismissed all of the Plaintiff's claims.