Patent Right	Date	October 10, 2024	Court	Tokyo District Court, 40th Civil Division
	Case number	2023 (Wa) 70346		
- A case in which the court ruled that the Defendant's Products do not satisfy the wording "adjustable" as stated in Constituent Feature F.				

Summary of the Judgment

This is a case in which the Plaintiff, which holds the patent right stated in the Attachment "List of the Patent Right" attached to this judgment, alleges against the Defendant, which sells the products stated in 1. to 4. in the Attachment "List of the Defendant's Products" attached to this judgment (referred to below as the "Defendant's Products"), that said act of sale constitutes an infringement of the patent right in question (the "Patent Right") and seeks payment of compensation for damage of 60,000,000 yen and delay damages based on Article 709 of the Civil Code.

The court ruled as summarized below regarding the meaning of "adjustable" in Constituent Feature F.

Paragraph [0014] in the description in question (the "Description") states that "control module 6 can intelligently adjust the time intervals of the on state and the off state in accordance with the sensing signal," and paragraph [0019] in the same states that "the control module can open and close a light beam or control the duration of light emission."

Based on the statements in the aforementioned Constituent Feature F and the Description, it is reasonable to interpret that the wording "adjustable" as stated in Constituent Feature F means to be able to accurately adjust the "duration of light emission" even taking into account the meanings of "intelligently" and "control" in the statements in the Description.

Then, the court ruled as summarized below and determined that the Defendant's Products do not satisfy the wording "adjustable" in the relevant constituent feature.

The following facts are found for the Defendant's Products. When a user opens the door of the car and the magnetic sensor module ceases to sense the magnetism of the magnet installed on the door, the back light module shifts to the on state (light-on state). On the other hand, when a user closes the door of the car and the magnetic sensor module senses the magnetism, the back light module shifts from the on state to the off state (light-off state). When the back light module is left in the on state (light-on state),

the light gradually becomes dim and eventually turns off. This is because the back light module is affected by the charging or the discharging of the capacitor to which the module is connected, not because the time up to the turning off of the light is controlled by the use of a control circuit or a control program for accurately adjusting the duration of light emission. The time interval between the light-on state and the light-off state varies depending on the performance of the capacitor (capacitance) and the level of the deterioration thereof (capacitance degradation). Accordingly, when the product is used for a long period of time and the aging of the capacitor progresses, the time interval between the light-on state and the light-off state becomes shorter and it becomes impossible to turn off the light at a desired time interval.

Based on the found facts mentioned above, the duration of light emission of the Defendant's Products varies depending on the performance of the capacitor and the level of the deterioration thereof, and it cannot be said that the Defendant's Products can accurately adjust the duration of light emission.

Contrary to this, the Plaintiff's argument is based on an interpretation of the wording "adjustable" as stated in Constituent Feature F that is different from the aforementioned interpretation by the court.

Given these, the court dismissed all of the Plaintiff's claims.