

Patent Right	Date	December 12, 2024	Court	Tokyo District Court, 40th Civil Division
	Case number	2023 (Wa) 70425		
- A case in which the court ruled that the Defendant's Computer Program does not satisfy the wording "application" as stated in Constituent Feature B.				

### Summary of the Judgment

This is a case in which the Plaintiff alleges against the Defendant, which creates, uses, transfers, or otherwise handles the computer program stated in Attachment "List of the Defendant's Computer Program" attached to this judgement (the computer program is referred to below as the "Defendant's Computer Program"), that said act of creation, etc. constitutes an infringement of the patent right in question (the "Patent Right"), and seeks an injunction against the act of producing and selling the Defendant's Computer Program based on Article 100, paragraph (1) of the Patent Act and disposal of the Defendant's Computer Program based on paragraph (2) of that Article.

The court found that as long as the "application" as stated in Constituent Feature B refers to an application that provides multiple services and the "services provided by the aforementioned application" as stated in Constituent Feature B refer to services to achieve functions, said services are limited to those wherein the application in itself provides a credit function, a coupon function, and other functions per se.

Then, the court ruled as summarized below and determined that the Defendant's Computer Program does not satisfy the wording "application" as stated in Constituent Feature B.

The court found the following facts. The Defendant's Computer Program has a settlement function for taxi fees called GoPay. GoPay enables the use of "d-Barai" service (mobile payment service) by linking up with this service. On the other hand, "d-Barai" is a settlement function provided by non-party NTT Docomo and can be used only for paying the taxi fees on each occasion of using a taxi and cannot be used as a means of settlement in other scenes.

Based on the found facts mentioned above, "d-Barai" in the Defendant's Computer Program is used only on each occasion of paying taxi fees, and therefore, it cannot be said that the Defendant's Computer Program in itself provides the settlement function of "d-Barai" per se.

Even examining the Plaintiff's arguments, it is reasonable to construe, in

consideration of the part of the description, etc. in question that states the details of and the relationship between the "application" and the "services," that the "application" provides comprehensive services and the "services provided by the aforementioned application" as stated in Constituent Feature B are limited to those wherein the application in itself provides a credit function, a coupon function, and other functions themselves per se. Accordingly, it is reasonable to construe that "d-Barai" that is used only on each occasion of paying taxi fees is not included in said services.

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