

Cross-border Patent Litigation and *Lis Alibi Pendens*: A Korean–Japanese Case Study for Future Asian Principles of Private International Law

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1. Introduction

In the contemporary global economy, intellectual property rights—particularly patents—seem to be among the most valuable and contested legal assets. As innovation transcends borders, so too does the legal enforcement of these rights. Multinational corporations routinely pursue and defend patent claims in multiple jurisdictions, giving rise to complex procedural issues that defy the traditional confines of national legal systems.

Several years ago, the author contributed to this journal with a study titled “APPIL (Asian Principles of Private International Law) and its Perspective Regarding International Jurisdiction.”¹⁾ At that time, the APPIL framework contained no specific provisions on intellectual property rights within the context of international direct jurisdiction, reflecting the scarcity of national rules directly addressing such matters²⁾. Furthermore, the solution provided for *lis alibi pendens* was vague and too general³⁾.

This paper introduces a series of litigations in Korea and Japan involving substantively identical patent rights. By analyzing these proceedings, I aim to illustrate the complexity of cross-border patent litigation. The paper concludes by offering preliminary reflections on potential improvements in legal coordination in Asia. This paper also argues that even under the reformed procedural laws in Korea and Japan, structurally similar cross-border conflicts remain unresolved.

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1) Ritsumeikan Law Review, No. 37 (2019), pp. 35-

2) From 2012, APPIL project was extended to APPILA (Asian Principles of Private International Law Academy). One of the pier purposes of APPILA is examining APPIL continuously.

3) 1.7 – Lis Alibi Pendens

“Where proceedings involving the same cause of action and between the same parties are brought in the courts of different states, any court other than the court first seized may, where appropriate, decline jurisdiction or suspend the proceeding in favor of that court.”

2. Litigation in Korea

From April 1991 to June 1998, Mr. A was engaged as a technical advisor to the LCD business unit of LG Electronics, which later transferred its LCD operations to LG Display as part of a corporate restructuring in December 1998. During and after his tenure, Mr. A collaborated with Obayashi in developing technologies related to LCD components. Based on these developments, Mr. A and Obayashi Seiko filed multiple patent applications in Japan, many of which matured into registered Japanese patents, and those patents were also registered in Korea, Taiwan, USA, and elsewhere.

LG Display asserted that an agreement was concluded with Obayashi Seiko and Mr. A on April 3rd, 2004. The agreement purported to transfer all rights in a list of enumerated patents and pending applications (including those in Japan, Korea, the United States, and other jurisdictions) from Mr. A and Obayashi Seiko to LG Display, without compensation. The agreement also contained several key provisions:

- Acknowledgement that A had engaged in LCD-related R&D activities during his time with LG Electronics.
- Uncompensated transfer of the specified intellectual property rights to LG Display⁴⁾.
- A retroactive invalidation of any prior assignments, licenses, or encumbrances by A or Obayashi with respect to the listed patents.
- Grant of a non-exclusive license back to A, at his request, under the transferred patents.
- A choice-of-law clause applying Korean law, and a jurisdiction clause designating Seoul Central District Court as the agreed forum for all disputes.

Mr. A and Obayashi, however, disputed the validity and enforceability of the agreement. They argued that the agreement was based on a mistaken belief—or misrepresentation—regarding the status of the inventions as “employee inventions”⁵⁾. According to

4) Korean Patent Act Article 39 (Employee Inventions) [as applicable before the 2006 amendment]

1. Where an employee, a public official, or a serviceman (hereinafter referred to as “employee, etc.”) has made an invention in connection with duties entrusted by the employer, the government, or the military (hereinafter referred to as “employer, etc.”), the right to obtain a patent for such invention shall belong to the employee, etc.
2. Notwithstanding paragraph (1), the employer, etc. may, in advance by contract, service regulations, or other stipulations, stipulate that the right to obtain a patent or the patent right for such an invention shall belong to the employer, etc., or shall be transferred to them.
3. Where the right to obtain a patent or the patent right has been assigned to the employer, etc. pursuant to paragraph (2), the employee, etc. shall be entitled to receive reasonable compensation.
4. The method and amount of such compensation under paragraph (3) shall be determined by considering the profit gained by the employer, etc. from the invention and the contribution of the employee, etc. to the invention.

5) The present dispute concerns an *employee invention* (職務発明 / 직무발명), which refers to inventions made by employees in the course of their employment duties. In comparative law, particularly in ↗

their claim, the inventions had been developed outside the scope of A's employment, and therefore, Mr. A and Obayashi had full ownership of patent rights. They also alleged unfairness in their communication process, economic imbalance in consideration, and undue pressure during the execution of the agreement.

On June 10th, 2006, LG Display filed a lawsuit before the Seoul Central District Court, bringing claims against Obayashi Seikyo and Mr. A, who had been involved in the invention and registration of multiple international patents derived from a prior collaborative relationship. The main relief sought by LG Display was the transfer of patent rights registered in various jurisdictions (including Korea, Japan, the US, and Taiwan), as well as the filing of application amendments or name change requests where applicable.

① **The Seoul District Court's Ruling (Judgment of August 3rd, 2007)⁶⁾ held:**

1. On International Jurisdiction:

- Article 2 of the Korean Private International Law Act (at the time of these proceedings) embraces the "principle of substantial connection," under which a court may exercise jurisdiction when the subject matter or the parties have a sufficiently close connection to Korea to justify such jurisdiction.
- In determining specific jurisdiction, domestic procedural rules (such as those regarding the defendant's domicile under the Civil Procedure Act) are taken into account; however, the international nature of the dispute must be duly considered.
- Moreover, regarding patent rights, even if identical inventions are involved, the rights are established and governed by the law of the country of registration, and the registration country is most intimately connected with the formation, validity, and transfer of those rights.
- Finally, under Article 31 of the Korean Civil Procedure Act, agreements regarding jurisdiction are not recognized where exclusive jurisdiction is statutorily provided. Thus, while claims regarding patents filed or registered abroad (e.g., in Japan) are not subject to the Korean court's jurisdiction by agreement, claims concerning patents registered in Korea (even if based on a foreign priority claim) may still fall within its jurisdiction.

2. Application of Korean Law on Korean Patent:

- The agreement in question was valid, properly executed, and enforceable under

↘ common law jurisdictions, the term *service invention* is often used to describe a similar concept. This paper uses *employee invention* as the standard term, reflecting the usage in Korean and Japanese court rulings. The equivalent concept is commonly known as *service invention* in common law literature, which emphasizes the employer–employee relationship in the generation of patentable inventions.

6) 1st Instance Judgment in Korea: Seoul Central District Court (2005GaHap14920, etc.). The case was later consolidated with related claims into the docket numbers 2005GaHap14920, 2005GaHap15963, and 2005GaHap17438.

Korean private law.

- The patents at issue were clearly derived from employee inventions or collaborative research originally connected to LG Display's business operations.
- The defendants' arguments concerning public policy, coercion, or fraud were not supported by sufficient evidence.
- Although some of the patents were registered in foreign jurisdictions, the Korean court had jurisdiction to adjudicate contractual obligations related to those rights.

The outcome of the judgement concerning the direct international jurisdiction was:

- Regarding Korean Patents:
 - The court ruled in favor of LG Display.
 - It ordered Obayashi and A to transfer the title of the relevant Korean patents to LG Display.
- Regarding Foreign Patents (Japan, Taiwan, U.S.):
 - The court dismissed all of LG Display's claims.
 - The reason was that the Korean court lacked international jurisdiction over those foreign patents.

Therefore, the request of LG Display to order Obayashi Seiko and Mr. A to take all necessary steps to transfer the disputed patent rights to LG Display or to request name changes in accordance with the April 2004 agreement in all relevant jurisdictions was only partially, limited to the case of Korean patents, confirmed.

In September 2007, LG Display likely appealed to the Seoul High Court for the review of the above judgement.

② **The Seoul High Court⁷⁾:**

- Ordered Obayashi Seiko and Mr. A to take all necessary steps to transfer the disputed patent rights to LG Display or to request name changes in accordance with the April 2004 agreement.
- Confirmed the lower court's decision in almost all respects.
- Ordered the defendants to bear litigation costs.

Concerning the International Direct Jurisdiction, the Seoul High Court judged:

- Citing contractual obligations with extraterritorial effects, the court reasoned that it could issue mandatory orders concerning rights and obligations tied to foreign patents, *in personam*.
- The court emphasized that it was not purporting to directly change foreign registries, however ordering the defendants to perform actions (e.g., file for name changes or assignments), which was within its jurisdiction over the parties.

7) Seoul High Court Judgement, January 21st, 2009 (2007Na96470)

- While recognizing that foreign patent systems (e.g., Japanese Patent Office, USPTO) have independent procedures, the court found that enforcing contractual duties to file applications did not infringe foreign judicial sovereignty, since enforcement was indirect and private in nature.
- The court declined to apply public policy exceptions, finding no violation of *ordre public*.

Until February 4th, 2009, Obayashi and Mr. A appealed to the Korean Supreme Court for the review.

Subsequently, in Japan, in response, on July 29th, 2010, Obayashi and Mr. A initiated litigation before the Tokyo District Court, seeking declaratory relief confirming that LG Display held no right to demand registration of patent transfers in Japan. This claim taken before the Tokyo District Court can be also be viewed as a “counter action”⁸⁾ case.

③ Supreme Court of Korea rendered the decision on May 10th, 2012⁹⁾. On the same day, it deemed to be final¹⁰⁾.

In a landmark judgment concerning the cross-border enforcement of intellectual property rights, the Korean Supreme Court upheld the Seoul High Court’s decision that partially granted LG Display’s claim for transfer of patent rights related to an employee invention. The dispute centered on an agreement allegedly concluded in April 2004 between LG Display, Obayashi Seiko, and Mr. A, a former employee and inventor, under which the Japanese and foreign patents originating from Mr. A’s invention were to be transferred to LG Display.

The Korean Supreme Court affirmed that Korean courts had international jurisdiction over the dispute, as the claim was fundamentally contractual in nature, involving a tri-party agreement executed in Korea and governed by Korean law. It ruled that the Korean court could adjudicate on the validity and enforceability of the agreement, and could issue an order requiring the defendants to undertake registration procedures in respect of Korean patent rights. However, the Court declined to extend this enforceability to foreign patents (including Japanese ones), citing territorial limitations on its jurisdiction regarding the disposition of foreign registered rights.

This decision highlights the Korean judiciary’s nuanced approach toward transnational IP disputes, recognizing both the contractual underpinnings of the parties’ relationship and the territorial limits of judicial enforcement. While LG Display partially succeeded in

8) The cause of actions are almost the same, and the parties in conflict are the same (just procedural positions as the plaintiff(s) and the defendant(s) are different).

9) Supreme Court of Korea, 2010Da88428.

10) See Korean Civil Procedure Act, Art. 216, which provides that a judgment becomes final and binding when no appeal or retrial is filed, or if such has been withdrawn (“판결은상소 또는 재심의 소가 제기 되지 아니하거나 이를 취하함으로써 확정된다.”).

securing a transfer order for Korean patents, the inability to enforce the same for Japanese or other foreign patents prompted it to pursue further litigation in Japan and the other jurisdictions

3. Litigation in Japan

④ **The Tokyo District Court dismissed the above mentioned action taken by Obayashi and Mr. A in its entirety without considering its merits¹¹⁾.**

The dismissal was based on procedural grounds, stating that the plaintiffs' request for a declaratory judgment was not appropriate for judicial determination at that stage, because:

- The rights in dispute (i.e., LG's entitlement to request patent transfers) were being in proceedings for the execution judgements before Japanese courts.
- No present and concrete legal interest in the declaratory judgment was established by the plaintiffs.

Accordingly, the court dismissed the claims by Obayashi Seiko and Mr. A without prejudice, and ordered them to bear the litigation costs.

After finalized the ③Korean Supreme Court decision was finalized, and during the proceeding of the ④Tokyo District Court, LG Display took the above mentioned claims before Nagoya District Court Toyohashi Branch and Mito District Court Shimotsuma Branch¹²⁾ on July 29th, 2011, for enforcement of Korean Judgements.

⑤ **Nagoya District Court Toyohashi Branch rendered the judgement on November 29th, 2012¹³⁾.**

- The court emphasized that disputes concerning the registration of intellectual property rights in Japan fall under Japan's exclusive jurisdiction, due to the public interest involved in the registration system and the fact that such cases are closely tied to Japanese legal and administrative procedures.
- The Korean judgment had ordered the transfer of Japanese patent rights, however the Japanese court held that the Korean court lacked international jurisdiction to adjudicate such claims, even if the parties had agreed on Seoul Central District Court as the forum.
- The court further noted that the enactment of Article 3-5(2) of the Japanese Code of Civil Procedure in 2011 (effective April 1st, 2012), which expressly provides for Japan's exclusive jurisdiction over such claims, reflected longstanding jurisprudential

11) Tokyo District Court, Judgement on February 19th, 2013 (Heisei 22 (Wa) No. 28813).

12) Mito District Court Shimotsuma Branch (Heisei 23 (Wa) No. 206), unpublished, dismissed the action taken by LG Display on November 5th, 2012. LG Display appealed to the Tokyo High Court (Heisei 24 (Ne) No. 7779), which was bein in proceeding at that time.

13) Nagoya District Court Toyohashi Branch (Heisei (Wa) No. 561).

logic already present before the amendment.

- Given this reasoning, the court dismissed the need to consider the public policy issue.

The plaintiff's request for an enforcement judgment was dismissed in full, and the costs were borne by the plaintiff. LG Display appealed to the Nagoya High Court.

⑥ **Nagoya High Court rendered Judgement on May 17th, 2013¹⁴.**

The High Court partially reversed the lower court's judgment and granted enforcement of the Korean judgment only for the portion concerning the litigation cost burden related to two patents registered in South Korea. LG's remaining claims, including enforcement of the order to transfer patent rights registered in Japan and other jurisdictions, were dismissed.

1. Exclusive Jurisdiction over Patent Registration:

The Japanese court affirmed that matters involving the registration of intellectual property rights are subject to the exclusive jurisdiction of the courts in the country of registration. Therefore, a Korean judgment ordering the transfer of Japanese patent rights cannot be enforced in Japan since the Korean court lacked jurisdiction over such matters.

2. Recognition of Cost Orders:

However, for patents registered in South Korea, the Korean court had proper jurisdiction. Thus, the part of the Korean judgment ordering Obayashi to bear litigation costs related to those patents was enforceable in Japan.

3. Rejection of Appellant's Policy-Based Arguments:

LG Display's arguments invoking legislative intent and international convenience—such as the idea that enforcement should be allowed based on efficiency or party agreement—were rejected. The court emphasized legal certainty, territorial jurisdiction principles, and public policy concerns tied to registration systems.

Specifically, the LG's appeal to the Japanese Supreme Court was not accepted according to Article 318 I of the Japanese Civil Procedure Codes¹⁵.

As a result of the refusal of the execution of the Korean Judgement, LG Display took the separate action before Tokyo District Court to transfer the above mentioned patent rights from Obayashi and Mr. A to LG Display.

14) Nagoya High Court (Heisei (Ne) No. 1289).

15) Japanese Supreme Court Decision, June 26th, 2014 (Heisei (Ju) No. 1706).

⑦ **The Tokyo District Court rendered the Judgement on December 25th, 2015¹⁶⁾.**

Governing Law

The Court affirmed that Korean law governed the dispute, as the agreement included an explicit choice-of-law clause referring to Korean law. The invalidity of the agreement's exclusive jurisdiction clause for Korean courts did not affect the enforceability of the choice-of-law provision. The Court emphasized that choice of forum and governing law should be treated separately.

Contract Formation with Obayashi Seiko

The Court concluded that no binding agreement had been formed between LG and Obayashi Seiko. The defendants had returned a signed signature page, however this was accompanied by a cover letter explicitly conditioning acceptance on revisions to material terms. Under Korean law, such a response does not constitute valid acceptance however rather a counter-offer¹⁷⁾.

Contract Formation with Mr. A

In contrast, the Court found that a valid agreement had been concluded between LG and Mr. A. Mr. A had signed and returned the agreement without any objections or conditions. Therefore, a contract regarding the gratuitous transfer of Patent Right 2 was deemed validly formed on April 3rd, 2004¹⁸⁾.

The Court granted the LG Display's claim against Mr. A, ordering recognition of the contract for transfer of the Patent Right. It dismissed the claim against Obayashi Seiko, finding no valid contract and no legal basis for the transfer obligation.

LG Display and Mr. A appealed to the Intellectual Property High Court.

⑧ **The Intellectual Property High Court rendered the judgement on 25th, January 2017¹⁹⁾**

The Intellectual Property High Court rejected all claims brought by LG Display.

Regarding the transfer registration of certain Japanese patents based on an alleged agreement.

1. The Court allowed the appeal of Mr. A, reversing the Tokyo District Court's finding in favor of LG Display and entirely dismissing its claims against Mr. A.

16) Tokyo District Court (Heisei 26 (Wa) No. 8174)

17) Finding that the defendant's conditional reply constituted a counter-offer, not acceptance, under Articles 52–54 of the former Korean Commercial Code and Articles 529–534 of the Korean Civil Code.

18) Finding that the defendant's conditional reply constituted a counter-offer, not acceptance, under Articles 52–54 of the former Korean Commercial Code and Articles 529–534 of the Korean Civil Code.

19) Japanese IP High Court (Heisei 28 (Ne) Nos. 10020, 10044)

2. The Court partially allowed LG Display's own appeal by modifying the disposition: claims against Obayashi Seiko regarding certain patent registrations were dismissed without prejudice due to procedural issues (likely concerning subject-matter jurisdiction or formal prerequisites), while all other claims were dismissed on the merits²⁰⁾.
3. The Court also dismissed the LG Display's cross-appeal, which had sought additional claims against both defendants.
4. All litigation costs of both instances were borne by LG Display.
5. A 30-day grace period for appeal to the Supreme Court was granted in accordance with the Japanese Code of Civil Procedure.

Main Issues and the IP Court's Reasoning:

1. Governing Law of the Agreement

The Agreement explicitly stated Korean law as the governing law. The Court upheld this designation, finding that the surrounding circumstances, including the language and conduct of the parties, supported a reasonable intention to adopt Korean law as the proper law of the contract²¹⁾.

2. Formation of the Contract between LG and Obayashi Seiko

The Court held that no binding contract was formed between LG and Obayashi Seiko. It reasoned that Obayashi's return of the signed signature page was accompanied by a cover letter that rejected key claims of the contract. The judgment highlighted the distinctions between procedural rejection and substantive dismissal, which is doctrinally significant in Japanese civil procedure. Additionally, the appellate court reversed the district court's findings with regard to Mr. A, indicating a different evaluation of contractual formation and/or intended uses of the Agreement, rendering it a counteroffer rather than acceptance. Moreover, LG did not sign or return the Agreement until more than a year later, further undermining any claim of timely contract formation.

3. Formation of the Contract between LG and Mr. A

The Court concluded that the Agreement was intended to function as a unified contract between LG and both defendants. Since no valid contract was formed with Obayashi, no standalone contract could be said to exist with Mr. A either²²⁾.

20) The judgment highlights the distinction between procedural rejection and substantive dismissal, which is doctrinally significant in Japanese civil procedure. Additionally, the appellate court reversed the district court's findings with regard to Y, indicating a different evaluation of contractual formation and/or intent.

21) Article 9 of the Agreement designated Korean law as governing. The Court found no contrary intention despite the Agreement being drafted in Japanese and executed in Japan.

22) The Court applied Korean Commercial Code Art. 52 and Civil Code Arts. 529–531, noting that counteroffers and unreasonable delays extinguish original offers.

4. Additional and Incidental Claims for Damages

LG also filed additional claims in the appeal, seeking monetary damages. However, since the underlying contractual obligation was not established, these claims were dismissed as baseless.

The LG's appeal to the Japanese Supreme Court was not accepted according to the Article 318 I of Japanese Civil Procedure Codes²³⁾.

4. Conclusion

The complex web of litigation between LG Display and Obayashi Seiko and Mr. A—spanning multiple jurisdictions and involving both contractual and registration-based claims—sheds critical light on the doctrinal and procedural tensions embedded in cross-border intellectual property enforcement. At the heart of the dispute lies an assignment agreement concerning patents originally registered in Japan, but arising out of a contractual relationship rooted in South Korea. While the Korean judiciary—in the Supreme Court's dismissal of the appeal (③)—treated the case as a matter of private contractual obligation and affirmed the enforceability of the transfer clauses under Korean law, Japanese courts rejected the enforcement of the Korean judgement as on the requirement of the indirect jurisdiction was not fulfilled through the lens of territorial sovereignty over intellectual property registrations, and judged the assignment agreement invalid, contrary to the Korean judgements.

As a result, the patent holders of the same inventions are different in Korea and Japan. This outcome might have to be accepted because of the divided sovereign power of each jurisdiction²⁴⁾. Some of the lawsuits in Japan might seem, however, a waste of both manpower and the cost of litigations.

As mentioned in Japanese judgements, the new rules on International Direct Jurisdiction were entered into force in the Japanese Codes of Civil Procedure on April 1st, 2012²⁵⁾. Article 10 of the 2022 Korean Private International Law Act introduces exclusive international jurisdiction over certain matters, including disputes concerning the formation, validity, or expiration of registered intellectual property rights in Korea²⁶⁾. This codifies a

23) Japanese Supreme Court Decision, December 21st, 2017 (Heisei 29 (Ju) No. 982).

24) The difference of factfinding of each court is at least sometimes inevitable, no matter in the domestic cases or cross-border cases.

25) Article 3-5

(2) An action related to a registration is under the exclusive jurisdiction of the Japanese courts if the place where the registration is to be made is within Japan.

(3) An action about the existence or absence or the validity of an intellectual property right (meaning an intellectual property right as prescribed in Article 2, paragraph (2) of the Intellectual Property Basic Act (Act No. 122 of 2002)) that arises through a registration establishing that intellectual property right is under the exclusive jurisdiction of the Japanese courts if that registration was made in Japan.

26) Article 10 (Exclusive Jurisdiction) ↗

registration-country-based principle, comparable to the Japanese exclusive jurisdiction over domestic IP rights under Article 3-5(2) of the Japanese Code of Civil Procedure. And, the new Korean Act also provides for *lis alibi pendens*²⁷⁾. In this regard, the disputes analyzed in this paper are not merely historical. Even under the current legal frameworks of Korea and Japan, similar transnational conflicts could arise again. The lessons from this case study underscore the urgency of developing a coherent, coordinated approach in Asia—one that goes beyond national codifications and toward true mutual recognition and procedural harmony. The solution might depend on the interpretation of exclusive jurisdictional rules in both countries, e.g. whether the assignment agreement of the patent right falls into the exclude jurisdiction or not?²⁸⁾

(1) Avoiding *lis alibi pendens* as much as possible or accept it?

If we try to eliminate such discrepancy between jurisdictions, a inter-jurisdictional system to avoid *lis alibi pendens* cross-borderity is one option. Unfortunately, it is not expected, at least for the time being, as illustrated in the above description of litigation in Korea and Japan.

The situation might be different in a situation whereby Obayashi and Mr. A would have taken the action (④) earlier, at the latest after the Korean judgement in the first instance (②). This would be exactly in accordance with *lis alibi pendens*. However, if we

↘(1) The following lawsuits may be filed with the court only:

4. A lawsuit regarding the formation, validity or expiry of intellectual property rights, where the intellectual property rights created by registration or entrustment are registered or applied for registration in the Republic of Korea;

27) Article 11 (International Litigation Concurrence)

(1) Where a lawsuit over the same case pending in a foreign court between the same parties is filed with the court, and where a judgment rendered by the foreign court is expected to be approved in the Republic of Korea, the court may, by decision, suspend the legal proceedings ex officio or upon the application of a party: Provided, That the same shall not apply in any of the following cases:

1. Where the court has international jurisdiction, in accordance with an agreement on exclusive international jurisdiction;

2. Where it is obvious that the court is more apt to render a judgment on the relevant case than its foreign counterpart.

(2) A party may file an immediate appeal against the court's suspension decision under paragraph (1).

(3) Where a judgment rendered by a foreign court meets the requirements for approval in accordance with the statutes or regulations, or treaties of the Republic of Korea, but where the same lawsuit between the same parties is filed with the court, the court shall dismiss such lawsuit.

(4) Where a foreign court fails to take measures necessary for rendering a judgment on the merits, or where a foreign court fails to or is not expected to pronounce a judgment on the merits within a reasonable period, the court, upon the receipt of an application by the parties, may continue to review the suspended case under paragraph (1).

(5) Where a decision is made on whether to suspend the legal proceedings under paragraph (1), the order of lawsuits filed shall be determined based on the date of filing.

28) It seems controversial in both countries. Anyway, the difference of the factfinding will be always possible.

could accept it, the cost of the execution litigations in Japan could be at least omitted.

(2) Applicable Law of Patent Right including the employee invention?

Besides the difference of factfinding, the uniform applicable law of the patent right would be another desirable solution. As seen above, this is also not expected at least for the time being.

A potential solution lies in developing more sophisticated tools for judicial dialogue and mutual recognition, especially in the IP context. Other Asian countries also have jurisdictional rules on IP matters²⁹⁾⁻³²⁾. Bilateral judicial cooperation agreements or a multilateral convention—such as a specialized protocol under the Hague Conference—could be envisioned to provide clarity on jurisdictional priority, applicable law, and the recognition of foreign IP judgments. Such instruments could adopt principles of mutual deference, especially in cases where the foreign court has applied the proper law, exercised jurisdiction based on a valid clause, and respected procedural fairness.

29) In China, Chinese courts assert jurisdiction over IP disputes occurring within China, emphasizing the location of infringement or the defendant's residence. Also, the recognition of foreign IP judgments is relatively limited in China, often requiring reciprocity and adherence to Chinese legal standards (cf. Z. Zhang/J. Shi, China, A. Reyes/W. Lui, *Direct Jurisdiction* (Hart Publishing 2021), pp. 13-). The establishment of specialized IP courts indicates China's commitment to strengthening IP enforcement domestically.

30) Taiwanese courts exercise jurisdiction over IP disputes with a substantial connection to Taiwan, such as the location of infringement or parties' domicile. Taiwan may recognize foreign judgments on IP matters may be recognized, if they meet specific criteria, including reciprocity and consistency with Taiwanese public policy. Taiwan seems to balance territorial principles with considerations of fairness and international comity in cross-border IP disputes (cf. F. Li/R.-C. Chen, Taiwan, *ibid.*, pp. 61-).

31) Singapore's Rules of Court and the Reciprocal Enforcement of Foreign Judgments Act govern jurisdiction and recognition of foreign judgments. Singaporean courts assert jurisdiction over IP disputes with a significant nexus to Singapore, such as the location of infringement or parties' residence. Foreign judgments on IP matters are recognized and enforced under specific conditions, including reciprocity and alignment with Singaporean public policy (cf. W. Lui, Singapore, *ibid.*, pp. 127-).

32) India's Code of Civil Procedure and the Specific Relief Act provide the basis for jurisdiction in civil matters, including IP disputes. Indian courts assert jurisdiction over IP disputes occurring within India, focusing on the place of infringement or the defendant's residence. Foreign judgments on IP matters may be recognized in India, if they are conclusive and not obtained by fraud or in violation of Indian law. India seems to emphasize the protection of domestic IP rights while considering international judgments that align with its legal standards (cf. S. R. Garimella, India, *ibid.*, pp. 301-).