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PRIVATE LAW

- 1** Supreme Court Decision 2012Da4763 Decided January 15, 2015 **[Injunction against Obstruction of Business]** 1
- [1] In a case where, as a preliminary issue for the Plaintiff Company's request for injunction against obstruction of business by the Defendant, the question presented is whether the Plaintiff Company acquires a non-exclusive license to the patent or utility model for the employee invention registered overseas based on the patent and utility model rights registered in the Republic of Korea for an invention that the Defendant completed under his/her employment contract with the Plaintiff Company, the case holding that the courts of the Republic of Korea have the international jurisdiction on the ground that the said issue is substantively related to the Republic of Korea
- [2] The governing law applicable to the conflict of laws regarding an employee invention (i.e., the governing law of the employment contract under which the invention at issue was created), and whether such legal principle is likewise applicable to utility models (affirmative)
- 2** Supreme Court Decision 2012Da108764 Decided January 29, 2015 **[Collection Charges]** 7
- [1] Whether the English common law setoff doctrine may be applicable as a governing law of the requirements and effects of a setoff (affirmative)
- [2] In case a garnishee under a seizure order or a provisional seizure order holds a corresponding claim against the obligor, the requirements for the garnishee to claim a

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3 Supreme Court Decision 2013Da217498 Decided January 29, 2015 [Damages, etc.] 12

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4 Supreme Court Decision 2014Da40237 Decided January 29, 2015 [Damages, etc.] 19

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5 Supreme Court Decision 2011Da76617 Decided February 12, 2015 **【Petition for Disclosure】** 26

- [1] Whether a telecommunications business operator, regardless of the end of an investigation, continues to bear the duty of not disclosing and revealing matters with regard to the provision of communication confirmation data to third parties including telecommunications users under Articles 13-5 and 11(2) of the Protection of Communications Secret Act (affirmative), and the operator is not obligated to respond to a user’s request to disclose (affirmative)
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6 Supreme Court Decision 2013Da43994, 44003 Decided February 12, 2015 **【Damages, etc.】** 40

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- [2] Standard for determining whether providers of information and communications services fail to uphold legal or contractual obligations in taking necessary measures to protect personal information pursuant to Article 28(1) of the former Act on Promotion of Information and Communications Network Utilization and Information Protection, Etc. or the information and communications services contract / Whether providers of information and communications services fail to uphold legal or contractual obligations in taking necessary measures to protect personal information in cases where technical and administrative measures need to be taken as prescribed under the “Standard on Technical and Administrative Protective Measures for Personal Information,” which was established by the

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7 Supreme Court Decision 2010Da106436 Decided February 26, 2015 **[Affirmation of Worker Status]**52

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8 Supreme Court Decision 2013Da27442 Decided February 26, 2015 **[Damages]** 58

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- [2] Scope of the duty to explain owed by a dealer of investment trust securities under the former Indirect Investment Asset Management Business Act at the stage of soliciting a customer to purchase securities

10 Supreme Court Decision 2011Da101148 Decided April 9, 2015 **[Damages]** 71

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11 Supreme Court Order 2013Ma1052, 1053 Dated April 9, 2015 **[Motion for Class Certification]** 83

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12 Supreme Court Decision 2013Da2757 Decided May 14, 2015 [Redemptions]87

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13 Supreme Court Decision 2013Da69989, 69996 Decided May 14, 2015 [Damages, etc. and Receivables]99

- [1] Regulatory intent of Article 9 of the former Electronic Financial Transactions Act / Meaning of “accident” in which a financial institution or electronic financial business operator shall be liable for damages pursuant to Article 9(1) of the former Electronic Financial Transactions Act; in cases where an electronic financial transaction takes place as intended based on a user’s transaction request, whether the said transaction constitutes an “accident”

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- [2] Where the Plaintiff, while trading in futures and options through the HTS operated by the Defendant Company, was unable to place orders to sell put options due to shortage of cash amount to place orders, but when the order went through due to a system error, the Plaintiff concluded several put option sales contracts by placing sell orders, the case holding that the aforementioned contract conclusion does not constitute an “accident” prescribed in Article 9, etc. of the former Electronic Financial Transactions Act

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15 Supreme Court Decision 2012Da55518 Decided June 11, 2015 **【Return of Exclusive Contract Fee, etc.】** 116

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16 Supreme Court Decision 2013Da208388 Decided June 11, 2015 [Damages] 120

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17 Supreme Court Decision 2013Da13849 Decided June 24, 2015 [Damages] 126

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18 Supreme Court Decision 2014Da233190 Decided July 9, 2015 [Damages (Medical)] 132

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19 Supreme Court Decision 2013Da62278 Decided July 23, 2015 [Damages, etc.] 139

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20 Supreme Court Decision 2014Da42110 Decided July 23, 2015 [Damages, etc.] 144

- [1] Whether “production” prescribed under Article 127 subparagraph 1 of the Patent Act means domestic production (affirmative), whether secondary infringement is established in cases where production occurs abroad and pre-infringement act is carried out domestically (negative)
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21 Supreme Court en banc Decision 2015Da200111 Decided July 23, 2015 **【Unjust Enrichment】** 150

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22 Supreme Court Decision 2013Da14828 Decided August 13, 2015 **【Damages】** 163

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- [3] In a case where, upon commission from the State, Party “A” produced and installed murals on the surface of the walls and columns inside the Dorasan Station, which were removed in about three years after their installation and burned down by the State, the case holding that the State is liable to pay A consolation money under Article 2(1) of the State Compensation Act

24 Supreme Court Decision 2015Da213308 Decided September 10, 2015 **【Unjust Enrichment】** 176

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- [1] Standard and considerations for determining whether the degree in disruption of daily life caused by road traffic noise exceeds the “bearable limit” / Whether road traffic noise exceeds the “bearable limit” should be determined more strictly in cases where the residence was taken up near national expressways already under operation or to be opened (affirmative)
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- [2] Standard and method for determining similarity of trademarks, and standard for determining similarity of dimensionally shaped trademarks
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28 Supreme Court Decision 2014Da216522 Decided October 15, 2015 **[Injunction against Infringement on Service Mark Rights, etc.]**228

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- [2] In the case where Party A, etc. used “,” “**DASASO**,” and “**다사소**” as their service marks in running variety stores selling household goods, personal supplies, etc., identical or similar to the designated service business of “**타이소**” and “**DAISO**,” the registered service marks of Company B, at which Company B brought a claim against Party A, etc. for injunction against infringement on its service mark rights, the case holding that the use of said service marks by Party A, etc. in running variety stores constitutes an infringement on Company B’s right to the registered service marks

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30 Supreme Court Decision 2012Da71138 Decided October 29, 2015 **[Wages]** 241

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31 Supreme Court Decision 2013Da1051 Decided October 29, 2015 **[Wage Payment, etc.]** 246

- [1] In order to constitute a “discriminatory treatment” which is prohibited under the Labor Standards Act, whether a person alleging discrimination and a party being compared falls, in essence, under the same comparable group (affirmative)
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[2] In cases where a party in a civil lawsuit offers into evidence a partially destroyed document, and the other party alleges that the destroyed portion contains stipulations contradicting the entries in the remaining portion, the method of determining the probative value of evidence and to find facts

33 Supreme Court Decision 2013Da14965 Decided November 26, 2015 **[Affirmation of Worker Status]**262

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