

1 09:59

Wednesday, 3 July 2013

2 (10.17 am)

3 DR TING CHOON MENG (on former affirmation)

4 Cross-examination by MR LECK (continued)

5 MR LECK: Morning, your Honour. With the court's leave your
6 Honour, may I proceed with the cross-examination.

7 Dr Ting, yesterday late afternoon I asked you
8 questions regarding the search records for prior art
9 conducted by the USPTO and the EPO. I'll now move on to
10 your corresponding PCT applications that were filed in
11 other countries.

12 Can you look at your affidavit of evidence-in-chief
13 volume 1, paragraph 13? It is set out at page 5. Are
14 you there?

15 A. Yes.

16 Q. At the paragraph you say that you successfully applied
17 for the corresponding subject patents in Australia,
18 Japan, Israel, Taiwan, Malaysia and Hong Kong.

19 Then moving on to paragraph 22, which is featured at
20 page 9, you go on to say on the fourth line that the
21 USPTO Examiner's objection to the subject patent prior
22 to amendment for lack of novelty given D1 was not shared
23 by the examiners for Singapore, PCT application for
24 Australia Japan, Israel, Taiwan and Malaysia. Correct?

25 A. Yes.

1 10:20 Q. Firstly, isn't it true that the prior art D1 was not
2 cited by the patent offices of these six countries,
3 Singapore, Australia, Japan, Israel, Taiwan and
4 Malaysia, D1 was not cited?

5 A. Yes, was not cited by them.

6 Q. These six patent offices did not even uncover the prior
7 art D1 in the course of their search, agree?

8 A. No.

9 Q. So they did?

10 A. Obviously, they uncover anything that it is not
11 relevant.

12 Q. Sorry?

13 A. Obviously they have uncovered, it is our speculation,
14 because they have not stated that, "I have not searched
15 fully", but they have definitely done what is expected
16 as a minimum work for them and did not cite D1. So D1
17 was not cited. It does not mean we conclude that they
18 didn't search extensively.

19 Q. It was not even cited as a technical background prior
20 art, you agree?

21 A. I agree, because it is obviously in their view that even
22 technically it is not even a mobile first aid post.

23 Q. Let me refer you to your bundle of authority filed by
24 your counsel at the plaintiff's bundle of authority
25 tab 2.

1 10:21 Tab 2 at page 338 this is an authority, a judgment
2 given by the Singapore Court of Appeal. I'm just going
3 to read that commentary and make a suggestion you.
4 Paragraph 1 in the indented paragraph it says:

5 "An efficient patent system is essential for the
6 promotion of innovation. Patents give inventors
7 a temporary monopoly on a new idea in return for
8 disclosing how it works, so that others can subsequently
9 build upon it. But if a patent is granted for doing
10 something that is not novel (people are already doing
11 it), or it is obvious (any Tom Dick or Harry in the
12 field could think it up), it can hamper innovation by
13 turning a widely used invention or process into one
14 person's monopoly. The trouble is that examiners cannot
15 always tell when a patent is unwarranted.

16 To prove that an invention is not novel, the patent
17 examiner must find evidence that others have already
18 done everything claimed in the patent, a quest known as
19 a 'prior art search'. Prior art is also the basis for
20 determining whether some new step claimed in the
21 invention is obvious -- and therefore not worthy of
22 a patent. But prior art can be elusive. It might be
23 buried in an obscure technical journal, in conference
24 slides, or in a doctoral thesis tucked away in a
25 university library. It could even be embodied in a

1 10:23 machine taken often the market years earlier. Finding
2 prior art is hardest in fields where patenting is fairly
3 new, such as software, bio-technology, financial
4 services and business methods."

5 Now, do you agree with me that just because it was
6 not cited, it does not mean that it has been considered
7 that the prior art has been considered, and found that
8 your subject patent, you know, had overcome any
9 challenges of novelty?

10 A. Yes, if you were to only look at as if it is one
11 country, but if multiple countries come to the same
12 conclusion, not one but multiple, then the likelihood
13 would be much less, in fact the likelihood would be in
14 fact going to be very small, unless there is only one
15 single case.

16 Q. I'm just suggesting that the commentary --

17 A. The commentary is a fair one.

18 Q. It is a fair one. And what it suggests is that
19 sometimes the examiners can not even find it. Do you
20 agree?

21 A. That is actually the original statement, which is always
22 the case for a patent.

23 Q. So it is incorrect for you to suggest, as you did
24 moments ago, that the patent offices of these countries
25 had in fact reviewed the cited art --

1 10:24 A. I am suggesting that we cannot conclude, because they
2 did not say that D1 is considered and is -- you know, we
3 did not even find it or it was -- but if we are going to
4 look at multiple countries having the same conclusion,
5 then, definitely, it is very unlikely that all the
6 countries coming into conclusion and say that yes, it is
7 unlikely.

8 Q. It is six countries that did not cite this?

9 A. Yes.

10 Q. Two countries that did, you agree?

11 A. Yes.

12 Q. Okay. Unless the examiner of these offices had cited
13 D1, and considered it on the merits of novelty,
14 I suggest to you that it is inappropriate for you to say
15 that the view of the US examiner is not shared by the
16 examiners of these six offices, do you agree?

17 A. I do not agree.

18 Q. I suggest to you it is inappropriate to say that the
19 USPTO's examiner's views is not shared when these
20 examiners did not even have a chance to consider the
21 merits of the prior art D1?

22 A. I do not agree.

23 Q. We previously sought discovery of all correspondence
24 regarding your patent application in other
25 jurisdictions, and your solicitors informed us that all

1 10:26 the correspondence has been featured, and they are in
2 the agreed bundle. You agree that?

3 A. Yes.

4 Q. Now, look at paragraph 22, in fact the patent offices of
5 Japan, Taiwan, Malaysia and Hong Kong did not cite even
6 a single prior art of its own. Do you agree?

7 A. Yes, I agree. It does not mean that they did not do any
8 search.

9 Q. Okay, look at AB460 to 461. Are you there? It is
10 a letter from Yuasa and Hara. Are you on the page?

11 A. Yes.

12 Q. So this is a fax from your Japanese patent agent to your
13 Singapore patent agent. You agree it does not feature
14 any search report?

15 A. It says here:

16 "The application includes the 24 claims ".

17 Q. Yes, but it does not suggest any search report, it does
18 not cite any prior art. Do you agree?

19 A. Agree.

20 Q. Look at volume 1 at page 441 to 459.

21 At 441, it is a translation from your Taiwanese
22 patent agent, and it provides translation of the
23 Taiwanese patent officer's decision allowing your patent
24 application. Again, no cited mark was featured,
25 correct, not a one?

1 10:28 A. That's correct.

2 Q. If you look at volume 2 of the agreed bundle, pages 1291
3 to 1319. This is your Hong Kong patent certificate of
4 grant. In fact, if you flip to the pages beyond that
5 it, it is really the EPO patent, true?

6 A. Yes.

7 Q. No cited prior art, agree?

8 A. Yes.

9 Q. The search report that was issued by the Singapore
10 patent office, which relied in turn on the Danish patent
11 and trademark office, they cited a US prior art
12 2002/0149220, correct?

13 And the search report issued by the Israel patent
14 office cited the same prior art, because it was cited in
15 a foreign patent office, namely the Singapore patent
16 office, agree?

17 A. Yes.

18 Q. None of the six countries provided any cited prior art
19 for novelty or lack of inventiveness, true?

20 A. Yes, true, but the lack of citing of prior art does not
21 mean they did not do their -- because the basic function
22 for a patent office to do a search first, and do their
23 prior art, so to jump from that conclusion to say that
24 it did not it, I think is a little bit too deep a step.

25 Q. I'm not making that suggestion, I'm actually making the

1 10:30 suggestion that you have jumped to the wrong conclusion
2 when you say that these six countries patent offices
3 came to the same conclusion as the US examiner. That's
4 my point.

5 A. They did not cite it as against us, but it does not mean
6 they did not do search and found. They could have
7 found, and then found that it is not relevant or not
8 even important as a prior art. The whole novelty of
9 a mobile first aid post is so novel that it is the whole
10 concept of the 24 claims must act as a whole, as
11 a patent as a whole, for the unity of patent, not split
12 up into different working parts. So, with that, I think
13 if you were to look at the PCT report on the comments of
14 the patent, it shows all the three ingredients of
15 novelty, inventiveness and industrial application very
16 well upheld by the PCT.

17 Q. Once again, none of the six patent offices even cited
18 the prior art as being considered for technical
19 information, correct?

20 A. It is correct.

21 Q. If you look at page 109, tab 7 of your affidavit. By
22 contrast --

23 A. Wait a minute. You are referring to the bundles of
24 affidavit?

25 Q. Yes, your affidavit. Page 109?

1 10:33 A. Yes.

2 Q. Dr Ting, by contrast to the patent offices of the other
3 six countries, here, the examiner for the PCT
4 application, they cited three documents referring to the
5 general state of the art. But stated that they were not
6 considered to be of particular relevance. And you can
7 see that featured at box (c), agreed?

8 A. That's correct.

9 Q. If you look at page 901 of your affidavit of
10 evidence-in-chief volume 2, this is the Australian
11 patent office. After receiving the search report from
12 the examiner for the PCT application, it cited the exact
13 same three documents as the PCT examiner, correct?

14 You see right at the bottom:

15 "Prior Art Documents:

16 RU 2144812

17 US 5478129 [and]

18 SU 762318."

19 These are the same three prior arts cited by the
20 PCT examiner, agree?

21 A. Yes.

22 Q. Now, by contrast, look at same volume, page 696. We
23 looked at this yesterday. This is the EPO search
24 report, right?

25 Now, even based on the PTO supplemental search

1 10:35 report, the EPO provided an additional four prior art,
2 including D1 which is the last one, correct?

3 A. Yes.

4 Q. In any case, Dr Ting, you were aware of the existence of
5 D1, as at the 21 May 2007, when the USPTO cited it as
6 objection to your application for lack of novelty,
7 right?

8 A. Yes.

9 Q. You were also aware that the other patent offices had,
10 for whatever reason, omitted D1 despite the substantial
11 issues relating to novelty raised by the USPTO, correct?

12 A. Yes.

13 Q. Did you choose to amend your subject patent? After, you
14 know, having been alerted to the objections for lack of
15 novelty by the USPTO, did you choose to amend your
16 subject patent anywhere else?

17 A. You mean, for each country, those that we have been
18 allowed as on the 24 claim, we submitted and we got it
19 as it is. The one that for Europe we have gone through
20 yesterday. They claimed that we have three inventions,
21 instead of one, they did not say that we are not
22 inventive. In fact what they are saying is that you
23 have three inventions, and you have to either -- of
24 course we filed three, or in our option we actually
25 chose one. And at the second part of it, we actually

1 10:37 then added the rest in, and that, in fact, was also
2 passed, so as the Europe side.

3 Q. But subject to medical utilities, correct? We went
4 through this yesterday. Your --

5 A. I think the word is a mobile first aid post. The claims
6 are in 1 to 9, itself already cover, as a first line,
7 mobile first aid post. So the medical utility
8 reinforces it, but we have added on. So I think the
9 amendment you are talking about, this what we have gone
10 through, the amendments, the rest of it, those that we
11 have filed, we left it as 1 to 24, except for some of
12 those that have typographical errors and those that have
13 grammatical errors.

14 Q. Dr Ting, don't make me go through what we have gone
15 through again yesterday. I thought we had it quite
16 clear that the amendments that were made through the
17 reintroductions of claims 10 to 24 were subject to
18 claim 1?

19 A. Yes, it is. I'm saying that it has been allowed, but at
20 the first instance, there was never a question of
21 inventiveness, because as the report in the EPO says,
22 you have three inventions and not one. So this need to
23 be separated, or you need to file it -- our option was
24 to file the first one based on costs, and that we were
25 covered on base 1 to 9. What I'm recalling and telling

1 10:39 you is that on the 10 to 24 we have subsequently added
2 in because we felt -- if you look at the report then, it
3 was not conclusive -- I mean, it was not final, we are
4 able to add more, and so we did.

5 Q. I'm just amused that you are raising all these issues
6 which were cross-examined yesterday.

7 A. This is the amendment I'm talking about.

8 Q. Here I'm asking you a simple question as to whether you
9 chose to amend the subject patent in the six countries.

10 A. In the six countries, as I said, those that were
11 approved, as it is, we did not amend. Those that
12 require us for typographical error, or those other minor
13 mistakes, we will amend.

14 Q. Thank you. Now, did you notify these patent offices
15 that you had amended your claim 10 to include medical
16 utilities featured in claim 1 in the US?

17 A. You mean for the six countries?

18 Q. Mmm.

19 A. No, we filed as what was amended -- we did not inform
20 them.

21 Q. Your Honour, I'm going to move on to infringement. Look
22 at page 19 of your affidavit of evidence-in-chief,
23 paragraph 47. Now, you say at the third line starting
24 with the words "the plaintiff" at the right corner,
25 third line from the top. At the end of the third line,

1 10:41 paragraph 47?

2 A. 48, yes.

3 Q. Paragraph 47 at page 19 of your affidavit of
4 evidence-in-chief?

5 A. Mmm.

6 Q. Third line, I read the Plaintiffs thought that this was
7 an:

8 " ... invitation to tender to (manufacture vehicles
9 which ... would infringe the Plaintiffs' patent)."

10 So the words here you say, I want to emphasise, is
11 "manufacture".

12 Now look at volume 2 of the agreed bundle at
13 page 621. Are you at the page?

14 A. I am.

15 Q. This is DSTA's invitation to tender. Recall again at
16 the affidavit of evidence-of-in-chief, you say that the
17 DSTA's invitation to tender was an invitation to tender
18 to manufacture the MMVs.

19 If you flip the page to 625, which is still part of
20 the conditions of tender, at paragraph 1 under
21 "requirement", it says here:

22 "This invitation to Tender No. 7108105610 is for the
23 supply of Medical Shelter on 5-Tonne truck and Medical
24 Rapid Deploy Tent."

25 Now just pausing here, this tender is actually for

1 10:43 two products, one is for the medical shelter on the
2 5-tonne truck, and the second one is for the medical
3 rapid deploy tent. I just want for clarity that your
4 infringement claim is not for the medical rapid deploy
5 tent.

6 A. It is not. It is one of the things contained in your --
7 yes.

8 Q. Okay. So do you agree that this invitation to tender is
9 not for the manufacture of the MMV, but for the supply?
10 Agreed? Let me explain.

11 A. Yes.

12 Q. The defendant is looking for someone else to manufacture
13 and sell to them.

14 A. This is correct.

15 Q. So your earlier statement in your affidavit that the
16 invitation to tender was to manufacture the vehicles
17 which would infringe your patent, that statement is
18 incorrect?

19 A. No, I do not agree. Because we know well that DSTA
20 don't manufacture, or army don't manufacture, it is
21 through a tender. So we actually mention it in here.
22 There is a tender. The tender is for the vendor to
23 manufacture so that it was supplying to. Therefore, you
24 need the process of manufacturing before you can supply.
25 It is -- what we are not saying is it is the DSTA who

1 10:45 manufacture. The tender that you have that is out, this
2 tender allows vendors to come in and say, "I can
3 manufacture". And then I can, according to your tender
4 documents, or specs, then supply you.

5 Q. It is two different things, manufacture and supplies.
6 Two very different concepts. The Patents Act makes it
7 an infringement to make something. So I am just asking
8 you, in relation to your statement in your affidavit, it
9 is typed out for everyone to see. That statement says:

10 "The plaintiffs thought that this was an invitation
11 to tender to manufacture ... "

12 And I have just shown you that it is for the supply.
13 So do you agree that your statement in the affidavit is
14 wrong?

15 A. I do not agree, because it implies.

16 Q. That's fine. You do not agree.

17 Now, look at volume 2 of page 782. Dr Ting, this is
18 DSTA's technical specification for the medical shelter.
19 If you look at clause 1.2 it says:

20 "The tender covers the design, fabrication and
21 supply of the medical shelter on 5-tonne truck with
22 integrated logistics support package. The 5-tonne truck
23 will be provided to the successful tenderer as authority
24 furnished equipment ... "

25 So just pausing here, in other words, the defendant

1 10:47 will provide the truck, but the supplier, or the
2 successful tenderer, will supply the medical shelter.
3 Agree?

4 A. Agree.

5 Q. So it is clear from this paragraph-clause 1.2, that the
6 design, the fabrication and the supply is to be done by
7 the successful tenderer, agree?

8 A. Yes, that's correct.

9 Q. Not the defendant, correct?

10 A. It had to be done according to the specs, spelled out by
11 the defendant.

12 Q. Now, the tender calls for the supply of a medical
13 shelter to be mounted on SAF's 5-tonne trucks, agree?

14 A. Yes.

15 Q. The tender does not call for the supply of the 5-tonne
16 trucks, right?

17 A. Yes.

18 Q. Now look at volume 1 of the agreed bundle page 389. I'm
19 just pointing out to your claim 10, do you agree that
20 claim 10 of your subject patent requires two components?

21 A. Come again?

22 Q. Look at claim 10, at page 389, right at the bottom. It
23 sets out the claims. Claims 5 to --

24 COURT: Agreed bundle, not your affidavit.

25 A. Oh, sorry.

1 10:49 MR LECK: Obligated, your Honour.

2 A. Yes.

3 Q. Do you agree that claim 10 of your patent requires two
4 components? First, a road vehicle, and then
5 a compartment capable of offering the extendible
6 coverage and storage for first aid equipment.

7 A. It is correct.

8 Q. Now, go to volume 2 of the agreed bundle at page 782.
9 Are you there?

10 A. Yes.

11 Q. So this is the start of the technical specifications,
12 and it goes all the way to 895. I'm unable to see any
13 provision which directs the tenderer to build a BCS
14 handling a panel movable outwardly in a pivoting manner,
15 as described in claim 10 of your subject patent. Do you
16 agree?

17 A. Can you just repeat this?

18 Q. I've gone through this technical specifications, because
19 earlier on you said that the manufacture is done in
20 accordance to the defendant's specifications. So I'm
21 telling you I have gone through these pages, and I can't
22 see a provision inside the specifications telling the
23 tenderer to build a battalion casualty station with the
24 features as described in your claim 10, you know,
25 a panel movable outwardly in a pivoting manner to the

1 10:51 roof and provide a region covered overhead by the
2 panels. There is nothing that spells out that the
3 panels have to open up in the way that is featured in
4 your claim 10.

5 A. In the tender documents, if you refer to the details,
6 particularly from paragraph 4 down, it talks about
7 a left and a right cabin, and the functions of the left
8 and right cabin. Let me finish. And 4.19 says that the
9 left and the right side of the cabin roof and walls be
10 made of this rugged material.

11 Q. Sorry, Dr Ting, what paragraph?

12 A. 4.19. Maybe just before that as you go further. Just
13 about 4.18, it will talk about panel construction. It
14 describes the panel, what it should be made of so that
15 it will be of certain things. And this panel is
16 actually the side panel. And then it go on to describe
17 that you must have access to the left and the right
18 cabin, and the panel need to be opened up. In fact, it
19 is even stated that they would not want a hydraulic
20 system.

21 It is in your manual to state that they don't even
22 want a hydraulic system, but a mechanised system to open
23 up the side and that these sides will then allow the
24 various activities to be done, and that is described in
25 your manual. The things that are contained in the cabin

1 10:53 and the panel are described in paragraph all the way
2 down from 4, then all the way down to 4.32. So it is
3 a very clear implicit that you have to have a panel on
4 both sides, and the word used is also panel
5 construction.

6 So how you open, how you choose to open, obviously
7 will be what the design -- what the manufacturer of the
8 tenderer have offered and agreed. And what this has
9 been confirmed, what you see it is a final product that
10 makes use of exactly what we see, opening two panel that
11 is out. Obviously you do not expect a tender document
12 to clearly spell out something that will infringe
13 a patent that you know is already there. So the tender
14 document is supposed to give a spec of what I would want
15 this thing to do, and how you will do it is basically
16 then come from the vendor.

17 Now you could have called for a tender, and say
18 that, "I would want, for example, something to be done."
19 For example, I like a pen that can work up side down and
20 the ink will still flow. I can come up with the
21 invention, or I can copy a system that is already
22 existing there, and then come up with it, but the tender
23 document will not be, obviously not, want to put
24 something in a patent that is already in there and says
25 that you should follow this patent and do.

1 10:55 In fact, in the tender document, as you go down
2 further, you will see that there actually is a big
3 section on intellectual property saying that if you were
4 to have to manufacture this, and it actually has a
5 background for IP, you should go for licensing. So it
6 has covered.

7 Q. I'm just going to take some of the points that you have
8 answered to what is actually quite a simple question
9 I have asked you, whether is there.

10 Now you said the panel, as described in 4.18, it
11 describes what the panel should be made of. Is there
12 anything in your asserted claims for this patent
13 infringement case that says it should be of a suitable
14 light weight cover sheets with rigid close cell foam
15 core? "Yes" or "no"?

16 A. Yes, I want to refer you. Can we refer? Can I refer
17 you to -- there is a detailed -- this is on affidavit of
18 evidence-in-chief page -- if you were to go to page 92.

19 Q. Of?

20 A. Of bundle 1. Volume 1 of the affidavit of
21 evidence-in-chief.

22 Q. Again, page?

23 A. Page 92.

24 Q. Of volume 1 of your affidavit of evidence-in-chief?

25 A. Yes.

1 10:57 Q. Okay.

2 A. It is important to understand that the claims set out is
3 basically to make the whole system, or the whole thing
4 work. How it works is actually described in this thin
5 called the detailed description of invention, and this
6 is in the detailed invention. I refer to the last
7 paragraph, or the last two paragraphs, because it
8 summarises the whole tender that you have. If you were
9 to read, just put this thing on and you will read the
10 tender general description that you have. Give me
11 a minute.

12 Q. Page 787 of volume 2 of the agreed bundle, I believe you
13 are trying to refer to the panels.

14 A. No, I'm going to refer to first the general, and then
15 the panel. Let's read this part first, and I think it
16 will be good for you to see, then you compare it with
17 the tender document and you will see why it works there.

18 The FAP, which again is the first aid post, is not
19 a generic term, it is a actually a term that is for
20 emergency use which is in the civil defence concept.

21 "The FAP of the present invention has the advantage
22 of having a short set-up time after its arrival at an
23 emergency destination. The movable panels are extended
24 once the vehicle is stationary and in a desired
25 location. The panels will be locked into place to

1 10:59 retain there or its expanded configuration. This can be
2 achieved by one or two persons or by the uses of
3 a hydraulic or pneumatic ram(s). The sideboards will
4 then be folded outwardly from the enclosure and can
5 be step up to provide a step for the user. Equipment
6 can then be conveniently removed from the interior of
7 the compartment. Beds, for example, can be erected to
8 be placed adjacent to the vehicle and below the extended
9 panels to receive patients. Medical treatment or
10 monitoring equipment can be connected to the
11 outlet/inlets and become operational for their
12 appropriate purposes. Sources of delivery of medical
13 utilities are preferably positioned within the said
14 compartment such as water tanks with pumps, oxygen
15 supplies or oxygen concentrators, a generator or battery
16 ban for the supply of electricity, a compressor for
17 compressed air or suction. As there is no significant
18 amount of items to be handled to set the FAP up ready
19 for use, the main advantage the FAP provides is ease and
20 speed of set-up. This is vitally important in first aid
21 situations as the victims of accidents are most
22 vulnerable during what is known as the 'golden hour'
23 after the accident occurring.

24 Whilst the preferred embodiments of the inventions
25 have been illustrated and described herein, it is to be

1 11:00 appreciated that various changes, rearrangements and
2 modifications may be made therein without departing from
3 the scope of the invention as defined in the appending
4 claims."

5 If you were to go to then the left and the right
6 panel, that jumps to the other side of your 787. And as
7 you read it down from 4.19 -- 4.18 is to tell you that
8 there is a panel, the panel on the side. And you want
9 the panel to be made of something that is light and yet
10 solid, which is for what? For you to elevate and do
11 what we have described. Then as it goes down, to the
12 left and right panel, it describes exactly what our
13 invention's detailed description does. So the spec
14 itself tells what this thing we're going to do, and it
15 directly infringes on what our claims talk about in
16 claim 10, which tells you it does all these things, and
17 it follows --

18 Q. Dr Ting, your claims do not say that your
19 specifications, your detailed description, make
20 reference to what you have read, but your claims do not
21 spell out, you know, what the specs, the technical
22 specifications say. Do you agree?

23 A. I don't agree. Let me illustrate, just to clarify the
24 point for your Honour. If you were to set up a tender
25 and say I want a ambulance, it is obviously that the

1 11:02 ambulance is for an emergency, and it has to be fast.
2 So obviously in the tender you don't say, "I want
3 a vehicle that is fast. That can do this, that". You
4 want a vehicle that has this specific compartments, and
5 areas that you can put resuscitation, and beds and all
6 this. And it is a given that the vehicle needs to be
7 fast.

8 And it was specified that I want a siren. It does
9 not mean that you will say that the siren is for you to
10 scare away, or rather push away -- putting a siren onto
11 any vehicle does not make the vehicle an ambulance, but
12 an ambulance with a vehicle -- with a siren inside is an
13 obvious cause. So you do not put what is obviously in
14 the working of the ambulance. The ambulance needs to be
15 certain of these things and specification for these
16 things, but it is a given that you want the ambulance
17 characteristic to be fast and yet safe. So this is
18 where I am trying to make a point.

19 Q. Dr Ting, I just want clarification on this interesting
20 point you just raised. Is it your case that the
21 defendant had knowledge of your patent and then somehow
22 craftily framed this technical specification to allow
23 the infringement to take place?

24 A. Can you say again?

25 Q. Is it now your case that the defendants, having had

1 11:03 knowledge of your patent, then craftily drafted these
2 technical specifications to allow for infringement of
3 your patent? Because on the plain reading of this
4 technical specifications, I can see various methods that
5 different tenderers can design.

6 A. Exactly. But if it come out with the mobile first aid
7 post that does all these things, it will infringe.
8 Whether you want to open it this way and this way or
9 I we hope it this way and this way, I'm saying you are
10 opening to provide a shelter. And various combinations
11 for various countries and terrain allows for various
12 variation. It does not mean that I want it fixed, and
13 the rest of it comes. If I paint the thing white, and
14 you paint it green, and it becomes non-infringement, that
15 cannot be.

16 So there are two parts to your question. One is
17 whether the defendant is -- knows or as a foreknowledge
18 of this patent, and the second part is whether it has
19 craftily -- what is your word?

20 Q. Designed this technical specification.

21 A. -- designed this technical specification.

22 Q. Yes.

23 A. For the first part, your Honour, we have all evidence to
24 show that they have known of this, because we have
25 direct contact and e-mail trace to show you. And I have

1 11:05 a personal meeting with the then Chief Medical Officer
2 who came to see the vehicle, and actually asked for the
3 modifications for military. And after that, they would
4 speak to the civil defence, and then they will decide
5 and come back, and he is reminded, again, that there is
6 a patent on it. And in our affidavit of
7 evidence-in-chief it shows -- in my record it shows that
8 he has been told and he said we will work around it.
9 That is also in Dr Mak's affidavit, that he has an
10 e-mail trace. So there is knowledge of it.

11 As to whether you craft it, I think the way you are
12 describing is really for your defendant to answer.
13 I can only guess.

14 Q. On the response of the medical officer, Dr Ting, do you
15 know the medical officer is now deceased?

16 A. Yes, I know.

17 Q. Do you have any evidence to suggest that the medical
18 officer had instructed DSTA to prepare specifications
19 based on what he saw?

20 A. If I have, it would be in the court. But I have
21 evidence that we have definite knowledge that the
22 military has definite knowledge of this vehicle, because
23 not only e-mail has been exchanged, he has visited us,
24 not in a private capacity, but in a convention where
25 exhibition had been held. It's in the public eyes that

1 11:07 it's been held.

2 Q. Are you saying that any manifestation of the end
3 product, from this tender, would infringe your asserted
4 claims?

5 A. It is very clearly that claims 10 and then the following
6 few claims that we have stated have been infringed.
7 I think the concept has been infringed on a very quick
8 to deploy first aid post. Obviously, it is just the
9 colour that is different.

10 Q. You have made reference to claim 10. What other claims
11 do you think infringe based on this technical
12 specifications?

13 A. In the medical utilities part, as you can see, the whole
14 concept of putting in resuscitation equipment together
15 with --

16 Q. That's not your asserted case. Can you just restrict it
17 to your present asserted case? Which are claims 10, 13,
18 14, 15, 16, 17 and 18. Now, you have already said that
19 the technical specifications will infringe claim 10.
20 Let's look at 13. Is there anything inside the
21 technical specifications which says that the extension
22 panel will be hinged to at least one panel to extend in
23 the said extended condition? "Yes" or "no"?

24 A. Yes. You are talking about the 13?

25 Q. Yes, is there anything that says the extension panel

1 11:09 will be hinged to the movable panel in the technical
2 specifications? "Yes" or "no". Then I'll give you an
3 opportunity to explain.

4 A. Yes, the answer is yes.

5 Q. Then my next question is, can you point to me inside the
6 technical specifications where this extension panel is
7 featured?

8 A. Again, what -- let me explain.

9 Q. Just tell me, just point to me first, and then we
10 will --

11 A. The mechanism is not covered in the tender. If you read
12 again the beginning, the supplier has to come up with
13 the design, mechanism and then supply, the fabrication
14 and the supply. The tender does not specify that
15 "I want your hinge to be here" and then how it works,
16 but when the final product was produced and accepted, it
17 does make use of those patents that are there.

18 Q. In other words, Dr Ting, there's no reference to
19 a hinging mechanism, correct?

20 A. Correct, I do not expect it to be in the tender
21 document.

22 Q. Look at claim 14, is there anything in the technical
23 specifications that says there must be a straight edge
24 of an extension panel engaged to a straight edge of
25 a movable panel?

1 11:10 A. It is implied in the panel construction, that you must
2 close. How do you close a panel without a straight
3 edged closing?

4 Q. Is there anything which suggests that the panels must
5 telescope, "yes" or "no"?

6 A. No.

7 Q. Is there anything, Dr Ting, in the technical
8 specifications which prescribes a cavity into which the
9 extension panel can be retracted?

10 A. It is, as I say, in the documents. The tender document
11 do not --

12 Q. Does not, thank you.

13 A. -- as a claim.

14 Q. Does it even prescribe in the technical specifications
15 that the panel has to be quadrilateral in shape. "Yes"
16 or "no", is it stated anywhere? You know, for all you
17 know they can even design semicircle panel. It's just
18 that it won't be accepted.

19 A. Obviously, we have designed and built a quadrilateral.

20 Q. Obviously, it will be quadrilateral. Thank you.

21 A. Because it is a compartment that is -- yes.

22 Q. Is there anything in the technical specifications which
23 suggests that there will first of all, be an extension
24 panel, and then secondly it has to be edge to edge
25 juxtaposition with the movable panel?

1 11:11 A. In the tender document there is a requirement for the
2 extension and the panel to be moved, so your panel
3 coverage --

4 Q. Show us.

5 A. If you were to look at the picture of your deployed --

6 Q. No, in the technical specifications. This is the point.

7 Because you are suggesting that the government has got
8 this agenda. After having seen your SWIFT vehicle, and
9 then secretly asking them to design this specifications.

10 MS GAN: Your Honour, I'm sorry, I think in fairness to the
11 witness, that's not an accurate way of putting it. My
12 learned friend has just said that he is suggesting that
13 the government is secretly, et cetera. I think, from my
14 recollection, when he asked Dr Ting earlier whether it
15 was his case that the MINDEF had basically craftily
16 defined this, and so forth, the witness had said that
17 that was not for him to answer. So I think that is
18 little bit unfair.

19 MR LECK: I accept that, your Honour.

20 So Dr Ting, is there anything in the technical
21 specifications that suggests that it has to be in edge
22 to edge juxtaposition?

23 A. The tender document specifies that they have to come up
24 with methods of doing this -- yes, this fabrication
25 design and supply. How they do it is eventually in the

1 11:13 final product. So when you look at the final product
2 and if it really falls within our claim, that is what we
3 are saying you have infringed. So if someone else --
4 someone has infringed and make a CD that is pirated, the
5 user is the one who plays is also the one who infringed.

6 Q. I'm going to move on to another point that you raised.
7 You said there is a mechanised system in the technical
8 specifications, hence there is an infringement on your
9 claim. Is there anything in your claim, asserted
10 claims, that prescribe for a mechanised system?

11 A. What I said was in the tender requires a system,
12 a mechanised system to lift the panel. The mechanised
13 system was to lift the panel. So whatever system that
14 you need, that we mentioned yesterday, there must be
15 a system that it control, or controllable to lift the
16 panel. So this is a mechanised system. As mentioned in
17 our system, you must move it, and one of the ways you
18 could be using hydraulic pneumatic or any variation as
19 in the last paragraph described. And if it is not so
20 possible, you can even do a manual override, which is
21 also provided in your tender document, the manual
22 override. So there is system for you to move. But that
23 is not the crux. The crux is that you made a mobile
24 first aid post. It is a mobile first aid post first.
25 Then for what? Mass casualty, emergency. And that

1 11:15 falls exactly.

2 Q. Another point you raised was the left and right cabin.

3 You suggest that just because there is description in
4 the technical specifications of a left and right cabin,
5 there is an infringement. So my question is this: there
6 are many, many vehicles, such as the SAF command post,
7 it has no medical utilities that bears a left and
8 a right cabin, so how is that infringing?

9 A. As mentioned, the first thing, it must be a first aid
10 post first. If it is a mobile first aid post and if you
11 have a left and right cabin, to do what we have
12 specified and classified out. The left and right cabin
13 is very well specified in the tender document and it
14 states for purpose of not only keeping your equipment,
15 but also the retrieving, and for you to actually set up
16 for one side to do certain things and the other side to
17 do certain things. But it must first be a first aid
18 post.

19 If it is a command post, or even if this is a left
20 and right side of, for example, MediaCorp building, then
21 it does not fall under. So the first it has to be, one,
22 mobile first aid post. Two, it must be a vehicle.

23 So can I just refer you to the claim that you have
24 mentioned just now, which is claim from 13 all the way
25 down to even 18 and 19? And may I read to your Honour

1 11:17 13 says:

2 "A mobile first aid post".

3 As claimed in what?

4 14:

5 "A mobile first aid post"

6 As claimed in what?

7 And so on and so forth, for every claim, the front
8 word is "a mobile first aid post".

9 If you have a mobile first aid post that does this,
10 it falls within our jurisdiction. So if you talk about
11 command post, you talk about a MediaCorp building or
12 event, it does not fall under.

13 Q. I'm just going to move on. I'm just going to put to you
14 that there is nothing in the technical specifications
15 which directs the tenderer to build an infringing mobile
16 first aid post. Do you agree or disagree?

17 A. I disagree.

18 Q. Do you agree with me that if the medical shelter, just
19 the medical shelter, did in fact infringe the subject
20 patent, the design of the medical shelter was the
21 efforts of the tenderer alone?

22 A. It obviously cannot be, because the tenderer is not
23 a medical personnel or a medical company. The tenderer
24 must have input from the medical corp of MINDEF, and the
25 requirement, what is specs inside. But for it to be

1 11:18 able to come to the final design work, you must have
2 medical input. And where you get the medical input
3 from, obviously it had to be either coming from MINDEF
4 alone or MINDEF maybe plus Ministry of Health. That you
5 would have to ask MINDEF.

6 Q. I'm just going to put it to you that if the medical
7 shelter did in fact infringe the subject patent, the
8 design of the medical shelter was the efforts of the
9 tenderer alone. Agree or disagree?

10 A. Disagree.

11 Q. Look at volume 2 of the agreed bundle, page 784. Are
12 you there?

13 A. Yes, I'm there.

14 Q. Look at "shelter design" and under that there is
15 a heading on "modularity":

16 "The modularity mounting of the shelter ... SAF
17 5-tonne truck shall be an important feature. Provisions
18 shall be made to allow the transfer of the shelter and
19 its content from the ... 5-tonne truck to another
20 similar generic vehicle or to ground using crane or
21 similar capacity mechanical lifting equipment ... "

22 Do you agree that the medical shelter in itself does
23 not infringe the subject patent?

24 A. The medical shelter that you are remembering here has to
25 be transported.

1 11:21 Q. I'm saying that by itself, do you agree it does not
2 infringe your patent? Because remember your patent has
3 a vehicular component, and the shelter component. It is
4 quite a straightforward question of the thing.

5 A. Yes.

6 Q. Do you agree?

7 A. Yes.

8 Q. On its own it does not infringe, right?

9 A. If it is a compartment.

10 Q. No vehicle.

11 A. But it had to be transported, in your case. No in this
12 case -- if you look at the tender --

13 Q. That's, by your answer alone, a presumption, if it is
14 transported. So I'm saying on its own, does it
15 infringe?

16 A. It would not, no.

17 Q. Now, if it is deployed on the ground, it also would not
18 infringe, correct?

19 A. If deployed separately on the ground?

20 Q. Yes.

21 A. If it is not transported.

22 Q. Without a vehicle, it would not infringe, correct?

23 A. I think the details part of the claim, probably I would
24 have to consider, it would appear not to be infringing
25 the -- yes, if it is not on the vehicle, yes.

1 11:22 Q. Thank you. Now, if it is not mounted on the vehicle it
2 will not infringe the subject patent, right?

3 A. Correct.

4 Q. Do you know how many of the shelters, the medical
5 shelters provided by Syntech, were mounted by the
6 defence?

7 A. I would not know.

8 Q. Now since the defendant did not manufacture the 5-tonne
9 truck either, the defendant could not have infringed
10 claim 10, correct?

11 A. The defendant, as in the one who supplies the 5-tonne
12 truck?

13 Q. No, the defendant is the Attorney-General.

14 A. Yes, which is MINDEF.

15 Q. So since the government did not manufacture the 5-tonne
16 truck.

17 A. Our patent did not claim that you must manufacture the
18 vehicle.

19 Q. Let me show you your bundle of pleadings.

20 A. A road vehicle, but the patent did not talk about
21 manufacturing a vehicle.

22 Q. Dr Ting, you just agreed with me that a medical shelter,
23 on its own, will not infringe your patent without
24 a vehicular component, it will not. So now my question
25 is this, since the government did not manufacture the

1 11:24 5-tonne truck component, equally they could not have
2 infringed claim 10. Do you agree?

3 A. I would not agree.

4 Q. By manufacture.

5 A. I don't agree.

6 Q. If you look at the bundle of pleadings at page 7.

7 Page 7 sets out the particulars of infringement. And
8 all the way at the bottom, paragraph 3 it says:

9 "In particular the plaintiffs rely on the following
10 acts:

11 [and the first one] the manufacture of units of MMV
12 pursuant to a tender awarded by the defendants under
13 invitation to tender [the number] to Syntech Engineers
14 Pte Ltd."

15 A. Page 7 and 8, yes?

16 Q. Subparagraph 8.

17 A. Mmm.

18 Q. So since the defendants did not manufacture the 5-tonne
19 truck, the defendants could not have infringed this
20 claim. Do you agree?

21 A. No -- may I just go through it what you are saying here?
22 You see, it is the manufacture, purchase or use or
23 display.

24 Q. I'm only dealing with the issues of manufacture here,
25 just manufacture. Do you agree that there's no

1 11:26 infringement?

2 A. Manufacture, I do agree.

3 COURT: We should take a page for the transcribers

4 (11.27 am).

5 (A short break)

6 (11.42 am)

7 MR LECK: Grateful, your Honour.

8 Dr Ting, I ended up just now pointing out to you
9 just now that since the defendant did not manufacture
10 the 5-tonne truck either, they could the not have
11 infringed claim 10, and you agreed, so I'm going to go
12 on from there.

13 Now, equally since the defendant only purchased the
14 medical shelter, without the 5-tonne truck, the
15 defendant could not be said to have purchased the MMV
16 pursuant to the tender. Do you agree?

17 A. Don't agree.

18 Q. Look at paragraph 47 of your affidavit of
19 evidence-in-chief. The third sentence, of paragraph 47
20 of your affidavit of evidence-in-chief, you say that:

21 " ... this was an invitation to tender to
22 manufacture vehicles which would infringe the
23 plaintiff's patent."

24 This statement is, therefore, not accurate. Do you
25 agree?

1 11:43 A. The statement is actually accurate during that time. It
2 is exactly the reflection of what ...

3 Q. I put it to you that this statement that the invitation
4 to tender to manufacture vehicles which would infringe
5 the plaintiff's subject patent is inaccurate. Agree or
6 disagree?

7 A. I disagree.

8 Q. I put it to you that the invitation to tender was only
9 to manufacture the medical shelter. Agree or disagree?

10 A. Disagree.

11 Q. I put it to you that the defendant did not make the MMV
12 pursuant to the tender, agree or disagree?

13 A. Disagree.

14 Q. I put it to you that the defendant did not buy the MMV
15 pursuant to the tender, do you agree?

16 A. I disagree.

17 Q. Your Honour, I am wondering if I can I have the court's
18 leave just for my learned colleague, Celeste Ang, to
19 deal with just this aspect on knowledge which was raised
20 by --

21 COURT: Fine.

22 MR LECK: Grateful, your Honour.

23 Cross-examination by MS ANG

24 MS ANG: With your Honour's leave.

25 Dr Ting, at paragraph 47 you said:

1 11:44 " ... [DSTA] was aware of the plaintiffs' patent
2 from 22 April 2009 onwards."

3 A. Sorry, which paragraph?

4 Q. Same paragraph, 47. So you say that:

5 " ... [DSTA] was aware of the plaintiffs' patent
6 from 22 April 2009."

7 And you said that you thought that this invitation
8 to tender which you mentioned number 7109100114 was an
9 invitation to tender to manufacture vehicles which would
10 infringe the plaintiff's patent, correct?

11 May I just refer to you the e-mail at 347 of your
12 affidavit of evidence-in-chief. It is the same bundle.

13 A. Page?

14 Q. 347. I believe it is tab 18. Do you have the e-mail
15 which Dr Mak sent to DSTA and you were also put on copy?

16 A. Yes.

17 Q. Do you agree at that this e-mail was in relation to the
18 supply of medical decontamination and treatment
19 vehicles?

20 A. Just realised that after that.

21 Q. At this time that you wrote the e-mail, it was in
22 relation to the supply of decontamination treatment
23 vehicles, that is dated 15 April 2009. So that is the
24 date of the tender?

25 A. Yes.

1 11:46 Q. Do you agree, in this e-mail Dr Mak said:

2 "We are from Mobilestats Technologies Pte Ltd ...
3 and have the patent for a mobile first aid post ... "

4 And the details are stated there.

5 And we have covered this yesterday as well. So
6 first, do you agree at this time, which is
7 15 April 2009, the owners of the subject patent were
8 actually you and Dr Mak, and not Mobilestats, as at this
9 time, 2009?

10 A. Yes, at this time, Mobilestats was already incorporated.

11 Q. But Mobilestats was not the owner of the patent?

12 A. The directors were, yes.

13 Q. Correct. So how were you made aware of this tender, the
14 one that is mentioned in this e-mail?

15 A. This one I probably have to refer to Dr Mak in that
16 whether we were informed, or in fact we were made known
17 through a tender inside the online. I'm not very sure.

18 Q. Would that be the GeBIZ system, the tender that is made
19 online?

20 A. I can't recall this one, yes.

21 Q. That's okay. But you agree that this tender, the one
22 that is mentioned in this e-mail, is not the tender for
23 the supply of the medical shelters for the BCS, correct?

24 A. We wrote this e-mail because of the word "treatment
25 vehicle".

1 11:47 Q. Yes, correct. So you wrote it, because --

2 A. So we thought better to be make aware of that we have
3 a patent.

4 Q. Because you were alerted to it by the words "treatment
5 vehicles", correct?

6 A. Yes.

7 Q. In fact, you know, Dr Ting, there was actually no
8 notification, or any notice, that was sent by you,
9 Dr Mak, or Mobilestats, plaintiff in this case, in
10 relation to the medical shelters for the BCS, correct?

11 A. I'm -- just can you repeat?

12 Q. This notification which you sent was in relation to the
13 medical decontamination treatment vehicles. And you had
14 said that you were alerted to this and you had thought
15 that this would infringe, because of the mention of
16 medical treatment vehicles, presumably, correct?

17 A. Yes.

18 Q. Yes. And but there was actually no notification sent by
19 you, Dr Mak, or the plaintiff, in relation to the
20 medical shelters tender?

21 A. On this subject tender?

22 Q. Yes, the tender.

23 A. We were not aware of the tender at that time.

24 Q. In fact, the tender for the medical shelters, for the
25 BCS, was published some two months back in February of

1 11:49 2009, isn't it?

2 A. We were not aware of the tender. This tender is a
3 closed tender. This is not a public tender. So we are
4 not aware. We were not able to get the tender.

5 Q. In fact, there was a publication date for the tender,
6 and I can refer you to 2AB, if you pick up agreed bundle
7 volume 2?

8 A. Page what?

9 Q. Page 621, AB2. In 621, you will see, Dr Ting, that the
10 publication date for the medical shelter was
11 27 February 2009.

12 A. Yes.

13 Q. So that was two months back before you wrote about
14 a separate vehicle?

15 A. Yes.

16 Q. In fact the closing date for the tender, if you see that
17 same page, was 17 March 2009?

18 A. Yes.

19 Q. Correct?

20 A. Yes.

21 Q. So wouldn't that mean that by that time, being March of
22 2009, and before the e-mail which you had sent in
23 relation to the medical decontamination vehicle was
24 sent, the submission by the tenderers, including the
25 ones by Syntech would already have been provided to

1 11:51 MINDEF, or to DSTA, for evaluation? Because the tender
2 has already closed, right?

3 A. Yes.

4 Q. Correct. So I understand that you had said that you
5 were not notified of the tender, but the fact of the
6 matter is that you agree that when you sent your notice
7 of April 2009, it was in respect of a separate vehicle,
8 not the medical shelter in this case, isn't it?

9 A. Let me explain. As when we were made aware and we felt
10 that if there is a requirement for a licensing, we would
11 have written. Now if we have made known of this, we
12 would have done the same thing and would be same for the
13 rest of the countries. So we were made aware of this
14 and, therefore, Mak wrote this e-mail. We are
15 definitely not aware when the tender came out. But
16 having said that, whether the tender was made aware
17 on -- I mean, this tender does not point anything to the
18 previous tender here, so we are also not aware. We only
19 know of this tender.

20 Q. But I'm referring to your paragraph 47 where you said:

21 "The plaintiffs thought that this was an invitation
22 to tender to manufacture vehicles which would infringe
23 the plaintiffs' patent."

24 At that time, the vehicle which you thought would
25 infringe was actually not the medical shelters but for

1 11:52 medical vehicles, right?

2 A. So we thought it was, so we made it known to the DSTA.

3 So that --

4 Q. That's not my point, Dr Ting. I'm just asking that your
5 statement here that you said you thought that this was
6 an invitation to tender to manufacture vehicles which
7 would infringe the plaintiff's patent, you were not, at
8 that time, thinking of the medical shelters, correct?

9 A. Yes.

10 Q. You were thinking about the medical decontamination --

11 A. Yes.

12 Q. Correct? That's correct. So this statement here
13 actually is not in relation to the medical shelters, but
14 to a different vehicle?

15 A. You read this statement carefully. The word is
16 "thought". At that time, we thought it was. It's
17 correct, because we thought it was, but it's not, it's
18 actually a decon. Therefore, we made aware. We then
19 wrote this letter to the DSTA. In whatever case it was,
20 it was made aware at that point in time. April, we
21 wrote this to make aware. So whether this awareness was
22 translated into certain actions or not, then it depends
23 on --

24 Q. No. I understand your subsequent explanation. But I'm
25 saying that this statement about the manufacture of

1 11:53 vehicles which would infringe at that time, you were not
2 thinking about the medical shelters but of the medical
3 decontamination vehicles, which is not the subject of
4 this claim, correct?

5 A. We have mistakenly thought that the treatment vehicle
6 with the decontamination (unclear word) falls into a
7 first aid post. Having said that, we didn't send
8 a letter of infringe -- we actually wrote an e-mail to
9 inform. It was to tell you that we have a patent. It
10 was to make aware.

11 So, for example, people do send me a letter to say
12 that, "I have a patent, by the way, for doing certain
13 things". And if I wanted to do something, I would have
14 also think that if it is something that I can licence
15 from him, I would go. And if I did not, and I find that
16 this is actually of no use to me, then I would not.

17 So this letter is actually to make aware. Whether
18 it was decon vehicle, or what we thought was a treatment
19 vehicle, the point was to make aware, to let them be
20 aware, there is a patent. And if you should feel that
21 this particular thing that you have done does fall into
22 the patent, we are willing to talk about licensing.
23 That's why we offered in the e-mail to go ahead with the
24 discussion and licensing.

25 Q. The only point I was trying to make was that in relation

1 11:55 to this sentence at that time, you were not thinking of
2 the medical shelters but you were thinking of the
3 medical decontamination, because -- that's the only
4 point that I was --

5 A. It is not accurate. We were thinking of medical
6 vehicle, but we were mistaken. It was a decon.

7 Q. You were thinking of a medical vehicle?

8 A. Yes, because a treatment vehicle came into the word, so
9 we had to think whether this falls into what we have.

10 Q. Yes?

11 A. But in the end, the story was that it was, it was
12 informed to us, that it is a decon. We did not think it
13 was decon and we wrote. We actually let them know that
14 we have a patent in your treatment part.

15 Q. But, Dr Ting, if your evidence, as you just said, is
16 that at that time that you wrote the e-mail, as you say,
17 you didn't know about the medical shelter, which is
18 mounted on the BCS, you would not have, at the time,
19 thought that the medical shelter would have infringed
20 your patent, isn't it?

21 A. Yes.

22 Q. Yes? So your e-mail, when you wrote it, was in relation
23 to the manufacture of the decontamination vehicle and
24 you had thought that that medical decontamination
25 vehicle infringed your patent?

1 11:56 A. Down here it did not suggest. It just made known. We
2 did not even say it infringed if the e-mail you refer
3 to. We were writing this letter to make the MINDEF be
4 aware that there is such a patent for the first aid
5 post. If you read there, we would like them to offer --
6 in fact in the e-mail, if you read, we are offering if
7 it falls within the purview, we would like to offer this
8 licensing.

9 Q. My suggestion to you, Dr Ting, is that at that time, as
10 in at the time the medical shelter tender was published,
11 at the time Mobilestats, or yourself and Dr Mak, did not
12 think that that would infringe the subject patent, which
13 is why there was no notification that was sent in
14 relation to that tender.

15 A. We are not aware of the tender, of the --

16 Q. You can just say whether you agree or disagree actually.
17 My suggestion to you is that, at that time, there was no
18 notification that was sent in relation to the medical
19 shelter mounted on the BCS, because you didn't think at
20 that time that that would infringe your patent.

21 A. I disagree.

22 Q. Okay.

23 Just one point of clarification, Dr Ting, yesterday
24 you had said in your evidence that in MINDEF's tender,
25 MINDEF had asked that the vendors should go and get

1 11:58 licensing done from you, or Mobilestats as the case may
2 be. I just wanted to clarify your statement, or
3 evidence yesterday. I don't believe your Honour that he
4 has a set of the transcripts, but could we? (Handed).

5 This, Dr Ting, is a set of the transcripts from
6 yesterday's proceedings. I thought it may be easier if
7 we refer to the transcripts rather than for me to read
8 it to you.

9 If you look at page 81 of the transcripts, and if
10 you look at line 13, from line 13 onwards. Maybe if you
11 just read line 13 all the way to 24, and then I will ask
12 you a couple of questions.

13 So yesterday's evidence was that you said, well, it
14 was the tender was very much like civil defence. You
15 say that there was an IP out there, and the vendor must
16 get the licensing from Mobilestats before they proceed,
17 very much like civil defence, and the civil defence have
18 done it.

19 So can I refer you to the SCDF tender, which is at
20 1AB page 41?

21 A. Yes.

22 Q. Do you have page 41?

23 A. Yes, I do.

24 Q. If I refer you to the top-most paragraph of the symbol
25 that says "please be informed that the interested

1 12:01 bidder". Can you see that?

2 A. Yes.

3 Q. So it says that:

4 "Please be informed that the interested bidder shall
5 have to complete a licensing agreement with Mobilestats
6 before they can proceed. This is because the Singapore
7 patent is still in force by [Mobilestats]."

8 So is this the provision you were thinking of, when
9 you said it is very much like civil defence?

10 A. No, this is -- as stated here civil defence -- we
11 developed it while we were in civil defence, so they are
12 aware. What we are referring to that is the requirement
13 for the licensing of the background IP in your tender
14 itself requires that you need to go to the owner of the
15 patent. Now, why did I make the statement that is from
16 us? First of all, this was made known already in the
17 contact with the then -- I mean, the late CMO, and then
18 after that, we have a meeting with him. And then
19 following that, we already have made known this patent.
20 And at the same time civil defence -- CMO actually said,
21 "I'm going to talk to SCDF", as in the affidavit of Mak,
22 "that I will go and find out from SCDF how to go about
23 it, doing it". So obviously we will be the only one who
24 will be able to licence this patent.

25 Q. That was not quite my point. My only point of

1 12:02 clarification that I wanted to get from you was that, do
2 you agree that in MINDEF, or DSTA's tender, in respect
3 of the medical shelter, there was no express mention
4 that licensing should be obtained from you, Dr Mak, or
5 Mobilestats?

6 A. If it had to -- yes, agree. It is from owner of the
7 patent. Owner of any IP background.

8 Q. So there was no express mention of Mobilestats, Dr Mak
9 or yourself?

10 So yesterday when you said that even in your own
11 patent, you had said that you should get a licence from
12 us, that's not quite accurate?

13 A. That's the background. I explained why I used the word
14 "us" just now.

15 Q. So you are just referring to a generic clause that just
16 talks about background IP, not that the DSTA or the
17 tenders should get a licence from you specifically?

18 A. I think we are very clear that they would have to get it
19 from us expressly. Because it is already mentioned in
20 those things that I have said, plus the e-mail exchanged
21 between your tenderer to the MINDEF.

22 Q. That's what you thought, Dr Ting.

23 A. Yes.

24 Q. My question to you is that the DSTA tender does not call
25 for specifically a licence from you, Dr Mak or

1 12:03 Mobilestats, correct?

2 A. Yes, I understand.

3 MS ANG: Okay.

4 Cross-examination by MR LECK (continued)

5 MR LECK: I'm grateful for the court's indulgence, and the
6 indulgence of my learned friend.

7 Dr Ting, you mentioned earlier that each of the
8 asserted claims, that is claim 10, 13 to 18, they all
9 depended on the phrase mobile first aid post, first
10 mentioned at claim 10, the first asserted claim for
11 these proceedings. So my question is: what is your
12 interpretation of mobile first aid posts?

13 A. It is actually very well defined in our description and
14 the meaning in front of the, what we called in our
15 submission, of the patent.

16 May I refer you -- and I think this meaning is
17 important, because it is not just any first aid post.
18 Let's turn to page -- there is a background at page 72
19 of the volume 1 of 3, of the red one, which is page 72.
20 Just allow me to just go through and explain.

21 A first aid post, in our case, does not refer to any
22 of this station that I was set anywhere outside on the
23 road, that there are things, that you set up, for
24 example, marathon running and things like that.

25 The first aid post, in this case, refers to where we

1 12:05 have medical emergencies in disaster area, combat area
2 situation, where we expect mass casualty. We expect
3 first wave of casualty to come as a result of bombs,
4 earthquake, or fire, whatever, and this first aid post
5 is already a concept used in civil defence doctrine,
6 whereby the people used to set tents up. And even up to
7 now, the US is still setting up tents up with the post.

8 So for us, a first aid post is not a combat
9 hospital. A combat hospital is at the back. It
10 actually receives stabilised patients who already have
11 been treated, and now they are going for tertiary
12 treatment. So if you were to picture a mobile first aid
13 post in our case, it is like an A and E, an accident and
14 emergency type of set-up that is up to the front near
15 where the casualties are coming out. And, therefore,
16 you are able to do certain things. Number 1, triaging,
17 number 2, stabilisation, treatment and sorting out all
18 of this for priority of evacuation. So in the
19 background art, it sets out very clearly these mobile
20 first aid posts is a situation where are emergencies
21 that we are talking about, and being an A and E, right
22 at the front. Then, of course, in the detailed
23 description, it tells you the functions of the whole
24 first aid post.

25 Q. In the claims, how would you describe those components,

1 12:07 those features which you mentioned broadly in the
2 abstract, how is it encapsulated in, let's say, claim
3 10?

4 A. Let's turn to claim 10, page 94.

5 Q. Yes.

6 A. So let's bear in mind the functions that I have
7 explained, whereby you need quick deployment, ability to
8 bring up medical supplies for the treatment, and then
9 the ability to stabilise, then at the same time the
10 ability for you to come to the front where we are
11 sorting out.

12 So if you look at claim 10, a mobile first aid post
13 comprising a road vehicle. So a road vehicle brings you
14 to where the situation is as near as you can, or any of
15 the transport that brings you near to a situation. Then
16 you have the compartment in the said vehicle. This
17 compartment needs to be open and, therefore, you don't
18 need to have people setting up tents. These are, again,
19 mechanisms are different for you to open up. So it
20 means you can quickly open up to give what? Because it
21 houses medical supplies and equipment.

22 So the medical supplies and equipment need to be
23 employed almost instantly when the triaging has been
24 completed, so that the patient can be treated almost
25 within the first few minutes. Without medical supplies

1 12:09 and equipment, you can't. So this compartment, you have
2 to have it fixed because when you are travelling in
3 a vehicle that is going there with terrain you are going
4 to have the equipment drop all over, that's why
5 customisation of the fixing is important. Between
6 condition of the side panel that we have talked about
7 again. This panel allows, as the next two, three lines
8 talk about, it opens up to where it is enough,
9 substantially enough or horizontal enough for you to
10 cover the operational area. Even if you can do it one
11 side you will do it one side, if not, two sides, we will
12 do it on two sides, and this fixed structure then allows
13 you to have an area to cover for the whole panel where
14 underneath you have the position for them to work, so
15 therefore -- erect in a closed position, that's what it
16 is, this extension move away and engage to a movable
17 panel and collapse. As it goes to this you will tell
18 that this whole thing allows you to open fast, close
19 fast, medical supplies then come out. So.

20 This whole concept is the important feature of
21 taking over the function of setting up a tent. 20 men
22 putting up poles to set up a tent, 20-man tent requires
23 20 to 30 minutes. This whole mechanism of the first
24 thing allows you a complete situation for you to start
25 doing what is important, which is resuscitation and

1 12:11 rescue. Therefore claim 10 encapsulates the structure
2 of what the mobile first aid post should do.

3 Q. I'm just going to touch on the first point that you
4 raised, which is triaging. My question is: Is there
5 anything in these claims, just the claim, not the
6 abstracts, not the detailed specifications, that talks
7 about triaging?

8 A. It provides for the area for triages. It is the
9 function of the medical officer, it is not a function of
10 the vehicle.

11 Q. I understand that. So you are saying it is not there
12 but it is implicit from your construction of mobile
13 first aid post, correct?

14 A. It is a function provided.

15 Q. Okay. Secondly, this ability to close fast and to open
16 fast, the side panels, is there anything in the claims
17 that says this expressly?

18 A. I have referred you to the detailed description of
19 invention.

20 Q. Just on the claims, is there anything?

21 A. It is expressed in the detailed description on the speed
22 which I read just now. Therefore it is already in part
23 of the whole nature of this whole thing. That you have
24 to be fast.

25 Q. You also mentioned this feature of medical facilities

1 12:12 coming down. Is this anything mentioned in the asserted
2 claims, 10 and then 13 to 18?

3 A. In the tent itself, it is already mentioned that medical
4 supplies are to be in there. When they are open it is
5 accessible to go straight. So this is where the
6 function is, I think it is very clear that the purpose
7 of the whole thing is to access the medical equipment.
8 We do not claim the medical equipment is made by us or
9 been -- yes.

10 Q. Dr Ting, I'm going to put it to you that none of these
11 features are expressly mentioned in the claims, do you
12 agree or disagree?

13 A. I disagree.

14 Q. Dr Ting, you have more than 80-over patents worldwide,
15 as we discussed yesterday. You must be aware that the
16 basic principle of patent law is that you cannot read
17 features into the claims from the description, correct?

18 A. We did not. My description in detail of the invention
19 tells you how this thing is working and done. The
20 claims allows you to do what the detailed description,
21 that's why it is called a detailed description of
22 invention. It tells you how it is going to actually
23 carry out this whole thing to be done.

24 So I'm fairly aware.

25 Q. So you are aware?

1 12:14 A. Exactly what I have said.

2 Q. I put it to you that you have read features into the
3 claims from your detailed descriptions?

4 A. Certainly not. I do not agree.

5 Q. I have just a few questions on damages and then I'm
6 done.

7 Can you turn to paragraph 30 of your affidavit of
8 evidence-in-chief. Page 13, paragraph 30.

9 Just take a moment to have a look at that. You say
10 that pursuant to the later licence agreements which the
11 plaintiff entered into with potential tenderers, the
12 licence fees the potential tenderers were prepared to
13 pay to Mobilestats was 10 per cent of the tender price,
14 or \$30,000 per vehicle, whichever was the higher,
15 correct?

16 A. Yes.

17 Q. You also relied on an agreement with Gee Sheng dated
18 26 February 2010, which is featured at the tab 49,
19 correct?

20 A. Yes.

21 Q. So if you turn to tab 49, which is in your second
22 volume, page 977, it starts at page 977, now I had
23 a look at the licence and behind there is a schedule B
24 to this licence which is featured at 992. It says
25 secrecy undertaking schedule B to the license agreement.

1 12:17 A. Mm.

2 Q. If you look at article 2 of the secrecy undertaking
3 which is at page 993, are you there?

4 A. The undertaking of the recipient.

5 Q. Correct. This clause 2 states that:

6 "Mobilestats will disclose technical information to
7 Gee Sheng."

8 Can you tell me what sort of technical information
9 is being disclosed?

10 A. It ranges from the requirement of the design to the type
11 of material that need to be used to the -- basically
12 what Gee Sheng does is they actually purchase the
13 chassis of the vehicle without the top. The vehicle
14 with -- the engine. Then we built the whole thing on it
15 and therefore the detail in terms of the material, the
16 design, the specification and the calculation were
17 all -- we revealed it to them and helped them build,
18 then we commission it.

19 Q. So these are proprietary information to Mobilestats?

20 A. Some are.

21 Q. So you understand that the patent requires disclosure to
22 the public at large in exchange for a monopoly of
23 protection for 20 years, and that's the concept of a
24 patent. On the other hand, for confidential
25 information, like Coca-Cola's formula, that is the

1 12:18 proprietor's forever, as long as the information is not
2 disclosed, I think you are aware of that?

3 A. Agreed.

4 Q. I also had a look at the Gee Sheng licence, where
5 licence fees they are prepared to pay, it is \$30,000 or
6 10 per cent, whichever is higher?

7 A. This is the second tender in the later agreement.

8 Q. But in relation to this agreement, isn't this agreement,
9 the consideration, isn't it \$30,000.

10 A. Yes.

11 Q. So what I'm trying to say is that the licence fees of
12 \$30,000 is not just solely for your patent rights,
13 agree? Because one component is for your confidential
14 information?

15 A. I don't quite understand your --

16 Q. You just agreed with me that confidential information is
17 separate from patents, right?

18 A. We review it all during the making of it. In the second
19 tender let's say for example in this, there are changes
20 to the first one therefore we will accordingly help them
21 build the second one. The modifications that the civil
22 defence need we will then incorporate and say it is
23 doable and help Gee Sheng to do. So such will change as
24 the requirement of the user. Structural and the working
25 is the same. Is what is licensing for.

1 12:20 Q. No, all I'm suggesting is that you are licensing for
2 your patent rights as well as your technical
3 information, do you agree?

4 A. Yes.

5 Q. I only have some put questions. Just to be complete,
6 I have a series of put questions, you just have to agree
7 or disagree. If you don't know say you don't know.

8 I put it to you that taking into account the state
9 of the art as at 27 December 2002, the priority date,
10 the subject patent was not new or novel?

11 A. I disagree.

12 Q. I put it to you that taking into account the state of
13 the art as at 27 December 2002 claims 10 and 13 to 18 of
14 the subject patent were not new or novel?

15 A. I disagree.

16 Q. I put it to you that the prior art D1 discloses every
17 element of claims 10 to 13 and claims 15 to 17 of the
18 subject patent?

19 A. I totally disagree.

20 Q. I put it to you that the features that you say makes the
21 subject patent more appropriate for use as a first aid
22 post in medical emergencies are nowhere to be found in
23 claims 10 and 13 to 18?

24 A. I disagree.

25 Q. I put it to you that there is nothing inventive about

1 12:22 the asserted claims?

2 A. I totally disagree.

3 Q. I put it to you that with respect to the asserted claims
4 it is obvious to provide an extension panel to increase
5 the amount of coverage?

6 A. I disagree.

7 Q. I put it to you that the vehicles and shelters
8 previously shown to you at 1AB83 to 101 constituted
9 common general knowledge of the skilled person as at
10 27 December 2002?

11 A. Definitely did not.

12 MR LECK: Your Honour, I have no further questions.

13 Re-examination by MS GAN

14 MS GAN: May it please you, sir.

15 Dr Ting, yesterday my learned friend asked you
16 a question and in your answer you were talking I think
17 about this invention and how you were approached by
18 other countries about this invention. Can you cast your
19 mind back to that? I have it that you said to my
20 learned friend in Saudi they want between 30 to 40. Do
21 you remember saying that to Mr Leck? In Saudi they want
22 between 30 to 40. Can I ask you because I didn't
23 understand that. In Saudi who wants 30 to 40 what?

24 A. In the Saudi government where the situation is very
25 sandy and it is very hard in the desert to propel big

1 12:23 vehicles that get stuck in the sand, they want vehicles,
2 medical mobile first aid post to be deployed quickly and
3 yet outside, so therefore each of the capacity of these
4 vehicles would only be treating 30 to 40 people at one
5 time, which means that they would carry supplies enough
6 for each of these 30 or 40 people.

7 Whereas in other places where they require a huge
8 vehicle which will be able to treat -- for example in
9 Singapore civil defence wants 250 patients each time,
10 each flow, because we expect this amount. Therefore we
11 will customise the configuration of the vehicle to the
12 need.

13 Q. You were referred to your affidavit of evidence-in-chief
14 at paragraph 22. Would you please turn to your
15 affidavit of evidence-in-chief at paragraph 22. You
16 were referred to the first sentence which reads:

17 "The EPO examiner had not shared that view."

18 And my learned friend asked you whether you would
19 withdraw that sentence or whether you agreed the
20 sentence is wrong. That is the sentence:

21 "The EPO examiner had not shared that view."

22 My recollection is that you did not agree that you
23 should withdraw that sentence. Can I ask you why. Why
24 you maintain that sentence?

25 A. I went back to my notes last night, and we actually

1 12:25 referenced the thing. What really happened is that the
2 examiner in fact in the examination report shows that we
3 have invention. They did not say that we did not have
4 invention but we had three invention, and this three are
5 separate inventions, and they may not be taken to be
6 collapsed into one. And therefore it would be for us to
7 actually decide whether we would want to go about which
8 way. The examination itself, the examiner itself when
9 they say -- at that time when I was questioned, the
10 proposed situation was that claims 1 to 9 was what we
11 submitted, and therefore they did not do a search on the
12 arrest of the claim. We would not have known whether
13 they have searched and it was not recovered. We would
14 not have known and we would not have been able to make
15 a conclusion that therefore it was not complete.

16 We definitely would know they have been very
17 exhaustive, because we have done -- the Danish patent
18 office is an European patent office type of work, and
19 they themselves have not given us this opinion, so the
20 European examiner for us, we definitely feel that they
21 have not shared this view, and therefore I feel that
22 this statement is what I adhere to.

23 MR LECK: Your Honour, if I may just interject here.

24 I think the answer as provided yesterday by the witness
25 when I was asking him whether the statement that the EPO

1 12:27 examiner did not share the view of the USPTO examiner is
2 a little misleading. The answer was "it is not clear".
3 I just want to be sure it is in the records.

4 MS GAN: Yes, can you also, Dr Ting -- you were referred by
5 my learned friend to your affidavit of evidence-in-chief
6 at page 698, also in the context of this discussion
7 about the EPO examiner. That is volume 26 your
8 affidavit. At page 698.

9 A. Yes.

10 Q. That's part of the document that you were shown
11 yesterday?

12 A. Yes.

13 Q. Remember you were referred to page 696, the
14 supplementary European search report, and then you were
15 also referred to page 698, and my learned friend read to
16 you some of the paragraphs from page 698. Can I ask
17 you, Dr Ting, in the course of being referred to this
18 document yesterday, do you recall that my learned friend
19 for example read to you the paragraph under 1, somewhere
20 about halfway down the page:

21 "The problem to be solved by this STF ..."

22 Do you see those words?

23 A. Yes.

24 Q. Two paragraphs down again:

25 "The problem to be solved by this STF ..."

1 12:29 Then again down at the bottom.

2 Can I ask you, in your understanding of this phrase
3 "STF", what does that mean to you?

4 A. The problem that is solved by our invention in this
5 particular one is specific to a first aid post being
6 able to provide, for example the first one is actually
7 provide medical fluid.

8 So this invention, what the patent EPO felt that was
9 the three FAP actually are three separate invention
10 where one supplies the fluid which is already novel, but
11 the other one supplies an area of coverage of working
12 under the extension panel, and the third one actually
13 solve the problem of seating for the people. And these
14 are three main inventions that are to them separate, and
15 for us to take action.

16 Q. We were actually focusing on the phrase "STF", not the
17 thing, so if you have anything to add on STF?

18 A. STF stands for special technical feature. Important
19 most of it is that is a -- it must be a first aid post.
20 For it to do all that, again the opening of the panel,
21 the medical supplies, all these things have to be in,
22 the way it has been configured it has been called to be
23 the special technical feature. What does it do on top
24 of the first one? It does water, it actually carries
25 medical fluid, not just the water.

1 12:30 Medical fluid is something special in the sense that
2 if you have for example a bomb disaster, versus
3 a chemical reaction versus a what we call a biohazard,
4 the type of the requirement that is inside in the
5 medical fluid are different, we you customise that,
6 that's why this medical feature becomes very important,
7 it is customisable in terms of the ability for you to
8 meet a different situation of disaster.

9 Q. You were also referred to your affidavit of
10 evidence-in-chief paragraph 10, which says:

11 "Dr Mak and I later assigned the plaintiffs and the
12 assignment was recorded with the IPOS on 8 August 2011."

13 Can I ask you to turn to the document which is
14 referred to in paragraph 10, which is at tab 2 of your
15 affidavit. Starts at page 33 to 35?

16 A. Yes.

17 Q. So Dr Ting, looking at paragraph 10 of your affidavit
18 and the mention of the assignment was recorded with IPOS
19 on 8 August, and the document referred to is at tab 2,
20 can you find for me at tab 2 where is the assignment
21 mentioned?

22 MR LECK: That is clearly leading. I don't want to be
23 intrusive, but my learned friend is clearly leading the
24 witness.

25 COURT: It is a very minor point actually. I should not be

1 12:32 too concerned about all this.

2 MS GAN: I'm obliged.

3 Dr Ting, if you are able to find a mention of the
4 assignment in tab 2 I will be obliged. If you can't
5 find it so be it.

6 A. So let me go through.

7 Q. Of course.

8 A. I'm on page 34. The assignment -- registration of
9 assignment from -- on 8 August 2011, second from the
10 bottom of page 34 we have assigned to the -- yes.

11 Q. Dr Ting, do you recall that when you and Dr Mak signed
12 the assignment, when you and Dr Mak signed the
13 assignment, do you recall when you signed the
14 assignment? Was it the same day that it is registered,
15 is it before/after? What?

16 A. Definitely before.

17 Q. Do you recall when?

18 A. I can't exactly recall when.

19 Q. Yesterday you were referred to a series of photographs.
20 It is in -- you were referred to photographs in 1AB,
21 that's volume 1 of the agreed bundle. At page 83?

22 A. Yes.

23 Q. Okay. What I have, Dr Ting, is that yesterday when my
24 learned friend spoke to you he referred you to the
25 photographs from 83 to 97. All right? He only

1 12:34 mentioned 83 to 97?

2 A. Yes.

3 Q. And the statement that my learned friend made to you was
4 that the word "many" of these photographs show these
5 things which were in existence before your patent was
6 applied for. That's yesterday.

7 Today however, this morning, my learned friend put
8 it to you that the photographs from 83 all the way to
9 101 were in existence before. So I'm going -- therefore
10 I think I'm going to ask you to look at all the
11 photographs, not just 83 to 97. You start with me from
12 83, and we are going to go all the way to 101. I want
13 you to have that open with you on the one hand. On the
14 other hand I need you to refer to the bundle of
15 pleadings. Do you have that, Dr Ting?

16 MR LECK: Your Honour, the witness had disagreed anyway, in
17 relation to my put question, so I don't know why we have
18 to go through this.

19 COURT: Why don't we wait to see what Ms Gan wants to
20 adduce?

21 MR LECK: I'm obliged. Do you have the bundle of pleadings
22 in front of you.

23 A. Yes, I have.

24 Q. Can you turn to the page, it is 64, it is a table, you
25 need to hold it sideways.

1 12:36 A. Yes.

2 Q. The photographs from page 64 onwards to page 70 of the
3 bundle of pleadings.

4 A. Yes.

5 Q. Now, with those photographs on the one hand, and the
6 document 1AB83 to 101 which you were referred to and
7 which were put to you in cross-examination, my question
8 will be: yes, I know that you did not accept that many
9 or whatever of these photographs were in existence
10 before then. Can you go through these photographs one
11 by one and let me know whether you accept which of them,
12 if any, was in existence before the time of your patent?

13 A. We go to the first one, which is the 83, and you look at
14 the schedule on the other side, you will see that this
15 is basically a food delivery and catering but the
16 subject whether it is not known because the date on
17 which the document is not dated, so I can't comment
18 whether it is actually after or before. It could have
19 after our -- but number 1 is it is not a first aid post.

20 Can I go on to the next one. The next one, which is
21 actually the green coloured truck. This is actually
22 a maintenance vehicle with a compartment for a military
23 truck side panel, and again prior to 2000, but the date,
24 I'm not aware of the date. This is again not a first
25 aid post.

1 12:38 Then we go on to the next one, which is page 85.

2 Page 85 you will see a French military mobile workshop,
3 and this comes with a trailer at the back with a side
4 panel again, and this is on or before -- this is
5 15 July 2005. So again it is -- this is after our
6 patent had been granted.

7 We go to page 86, page 86 is the white colour
8 photograph with a satellite dish up there. This is
9 a mobile dispatch centre with a compartment that is
10 mounted on a truck that can extend the side panel again,
11 it is for a command post, for the police command post,
12 and this is in May 2009, which is many years after our
13 patent had been published.

14 Going to the next one in 87, page 87, this is the
15 SAF command post. It is a green truck that you can see
16 a lot of people down there. Now this one was displayed
17 in the army open house, and this is again in our domain
18 on 2009, in the public domain, so it is 2009. So all
19 that it has cited so far, these are all after.

20 Let's go to the next one, which is page 88, which as
21 written very big there is a play station, it is actually
22 with two little slides on the side and you open up. It
23 is a compartment with a side panel that forms an
24 exhibition purpose, and this document we have it on the
25 worldwide web that you have cited by the date is

1 12:40 unknown. And again it is not a first aid post, it has
2 no speed, it probably takes its time to go and set up
3 and wait for people to come.

4 Page 89 you will see is a truck that has compartment
5 put up to form a shelter and a floor, and this is an
6 unknown, we don't know the date, we do not know it is
7 before or after the date, but it is not a first aid
8 post.

9 Page 90, it is a red colour -- you can see a red
10 colour truck with the sides opened up, and many, many
11 you can see compartments on the side of this truck.
12 This is actually an exhibition in Beijing Fire Fighting
13 Exhibition in October 2008. October 2008, which is
14 quite a few years after the patent has been granted, and
15 again not a first aid post.

16 Page 91, is a compartment on a truck where the side
17 panel again opens up and you can see actually --
18 actually it is a fire engine, all the features of --
19 like what you can do, some, at the scene, again
20 in October 2008 it is displayed at the Beijing China
21 Fire Fighting Exhibition.

22 Page 92 you can see a brownish -- it is not even
23 a truck, brownish-grey box with a ladder, a staircase I
24 mean, and two sides open up, and this is actually
25 a trailer with a side, and this is not again a first aid

1 12:42 post. We do not know the date of when this is on the
2 public domain.

3 Page 93 you will see a huge camouflage truck. That
4 is actually a trailer mounted on a military vehicle.
5 Again not the first aid post, it is a truck, a trailer,
6 going at the back, and it does not have a panel that
7 will be open, it has a pivotal side that can form a
8 shelter. We do not know the date, this we do not know
9 the date.

10 94, page 94 is a blue colour bus. This is a bus
11 with a side panel that is slightly opened up that
12 provides for a mobile clinic -- this is a mobile clinic,
13 which means basically it is like a mobile GP clinic
14 where we treat people at the site of cough and cold. It
15 is not for resuscitation, it is also not for emergency.

16 We don't know when it is cited in the public domain.

17 Page 95 you have some people standing there with
18 chairs and all and it is written somewhere "Mobile
19 Hospital". It is a mobile hospital with a compartment
20 and side panel up. Again, we mentioned before, mobile
21 FAP is not a hospital, so this does not apply, and it is
22 available in 2009, at the Canton fair in China so years
23 after the patent has been granted.

24 Page 96 is the Red Cross probably for medical
25 treatment or medical HQ where medical admin work is done

1 12:44 and again this is in the Armed Forces and it does not
2 open to do any treatment. It is actually a compartment
3 to increase working space inside and not outside the
4 compartment. We don't know when is it available on the
5 public domain.

6 And last of all is the one that was enlarged
7 yesterday, where you have the truck -- catering truck
8 that can move up and down the height to actually do
9 catering delivery to like for example planes or higher
10 areas.

11 This is actually not a first aid post, and also it
12 was mentioned at that time the purpose of this was to
13 show telescopic function, and we have been through that.

14 Q. Dr Ting, I actually asked you to go all the way to 101,
15 because my learned friend put the photographs to you all
16 the way to 101. Can I ask you to carry on please?

17 COURT: What's your comment so far as the date is concerned
18 on the 97?

19 A. The 97 one, we do not know when is it available. It is
20 not known, so it is not dated.

21 COURT: It appears to be a date print at the left side of
22 the photo.

23 A. You are talking about the last one?

24 COURT: 97.

25 A. Yes.

1 12:45 COURT: The so-called catering truck.

2 MS GAN: His Honour is talking about the loose sheet, and
3 you need to refer to the bundle of pleadings where you
4 were just now.

5 COURT: On the left side, do you see something in the sky in
6 the background that appears to be a date print?

7 A. This one here, it is the date of the photograph when
8 this photograph is taken.

9 COURT: Yes, doesn't it show 1987, unless I'm mistaken as to
10 the order of the numbers.

11 A. Yes, that's when it is taken.

12 COURT: So you accept this is before the patent.

13 A. This would be before the patent, but it is for the
14 purpose of showing telescopic and not the -- yeah.

15 We go to 98, next page, it is a black and white
16 colour photo, truck with a side and a tent out, and this
17 is a truck, a 3-tonner truck, GS, which is general
18 supply, instrument repairs and all that, so this is
19 prior to 2002, this document is also publicly accessible
20 and it is prior to 2002.

21 The next one on 99, page 99 is another black and
22 white photo, with a ladder on one side and the canvas
23 cover with a hard top on the side. It is a 3-tonner
24 truck with again on general supply. The date is prior
25 to 2002, again accessible on the public domain.

1 12:47 All these are not mobile first aid posts.

2 Then we go on to page 100. Where you see
3 a container elevated on a vehicle and you have a tent on
4 what looks like a hard tent with canvas down and
5 windows, and this is again mounted on the 3-tonner, and
6 this is prior to 2002, and this is another military
7 truck. A military vehicle.

8 Then we come to 101. Page 101 is basically you see
9 a compartment inside, or what looks like a compartment
10 or vehicle inside, but enveloped on both sides, the
11 whole thing, it has been enveloped by what looks like a
12 tent, a square tent covering it, and it is before 2002
13 as well.

14 That's all.

15 MS GAN: Your Honour, I have about five more questions, may
16 I carry on?

17 Dr Ting, you were referred this morning to the
18 document that is at 1AB782. Volume 1, agreed bundle,
19 page 782. These are the technical specifications for
20 the medical shelter, 782.

21 A. Volume 1?

22 Q. Volume 1, agreed bundle, page 782.

23 A. It is not in volume 1.

24 Q. I'm sorry, volume 2. Page 782?

25 A. Yes.

1 12:50 Q. The technical specifications?

2 A. I'm on it.

3 Q. This morning my learned friend referred you to this
4 document and he asked you where inside this
5 specification can you find something about the panels
6 that can open up. Do you remember that question? He
7 asked you where inside this specification, find me
8 something that talks about the panels that can open up.

9 You gave an answer that is fairly long, and I have
10 checked with the transcribers, and one after the
11 statements that you made was this, you said the words
12 "it is in your manual to state"?

13 A. (Nods).

14 Q. As I said, I have checked this with the transcriber, my
15 learned friend will correct me if I'm wrong, you used
16 this word "it is in your manual to state". Do you
17 remember saying those words?

18 A. (Nods).

19 Q. My question to you is: when you said "it is in your
20 manual" were you talking about these technical
21 specifications?

22 A. These technical specification inside this comes -- they
23 must come with the operating manual.

24 Q. So you were referring to a manual, an operating manual?

25 A. Yes.

1 12:51 Q. Can you tell us what operating manual, where are we able
2 to look at it?

3 A. The operating manual provided by the vendor.

4 Q. Are you able to refer us to that?

5 A. Page -- I may need help on the page though. Do you have
6 a content that I can.

7 Q. The contents page is in front.

8 COURT: I think it is perfectly okay for you to direct him
9 to the page or the document in question.

10 MS GAN: I'm obliged to your Honour.

11 COURT: Is saves time because he is not familiar with the
12 way you bundled it.

13 MS GAN: Yes, sir.

14 The reference that I have is in the defendant's
15 AEIC. May I refer him to that? The only manual
16 I remember seeing in these proceedings is found in
17 volume 1 of the defendant's affidavit of
18 evidence-in-chief in the AEIC of Mr Cheong Zhi Sheng.
19 You will find it at tab 2. The page is 436. If this is
20 not what you are thinking of please tell me?

21 A. This is what I'm referring to.

22 Q. I'm going to bring you back to what my learned friend
23 asked you this morning, he said, "Where is it found this
24 thing of expanding panels?" You said to him, "It is in
25 your manual". So now I want to ask you, where?

1 12:53 A. May I refer you to page 442 onwards, then to
2 particularly 445, 446 and the main one, and then there
3 will be detailed operating later on, that is to the
4 panel.

5 Your Honour, here this one.

6 In section 1-1 in the general description, you will
7 see that the whole fully deployed BCS or fully
8 deployed --

9 MR LECK: Your Honour, again, I do want to raise this point,
10 because if you look at the operator's manual, this is
11 provided in 2010, well after the agreement had been
12 signed, and then the product had been delivered. And
13 then the manual is a document that has provided by
14 Syntech over to the government to teach them how to
15 operate. But it is not something that is within the
16 technical specifications. So my learned friend is
17 clearly trying to introduce further information.

18 COURT: Let them make their point, you can see have your say
19 when your witnesses come on board.

20 MR LECK: Obligated, your Honour.

21 A. So in section 1-1, you will see a fully deployed BCS, or
22 their MMV, where you can see panels coming out, not one
23 but two panels, which you see exactly on our mobile
24 first aid posts. And even the side coming down, with
25 two windows, which is also covered in one of the

1 12:55 alternative preferred embodiment in our diagram that you
2 could see in the figures.

3 Then let's turn to 445, page 445. And you will see
4 that the -- what the requirement has come up with, and
5 the design, it is a side panel that is quadrilateral.
6 It is a side panel that close clearly, it is a side
7 panel that fits exactly what our claim 10 has said. And
8 at 446, again, you will see A, B and C, and you will see
9 how the panels actually open up, slides out, and then go
10 down. And this is in your operating manual, which
11 obviously means that before it was made, you have to
12 have detailed discussion after the tender to say, "This
13 is the way this is going to be done, and then how it is
14 going to be operated, and, therefore, we will give you
15 an operating manual." And the operating manual will
16 tell you the technical specs which exactly falls in what
17 we have been claiming in claim 10.

18 Then if you were to then to go through from lighting
19 to water supply, to the erects that are fixing the
20 equipment, and you remember I read on the last part --
21 COURT: I think the lawyer's question is just the panel. So
22 can you just stay there.

23 A. Yes.

24 MS GAN: Yes, your Honour.

25 If you have nothing else on the panels? Dr Ting,

1 12:57 no?

2 Both yesterday, as well as today, you were referred
3 to claim 10. Can I ask you to open your affidavit at
4 page 94?

5 COURT: Will your questions lead to long answers?

6 MS GAN: I have no idea, sir, I hope not.

7 COURT: I don't know the context of your questions. So my
8 point is if they are, then we might as well adjourn for
9 lunch, and not run too much into lunchtime.

10 MS GAN: I'm sorry, your Honour, I forgot, today is
11 Wednesday. May I have an adjournment at this point
12 then?

13 COURT: If you are going to take five minutes, I don't mind,
14 but if it's going to take another half an hour, we might
15 as well adjourn now.

16 MS GAN: I cannot promise five minutes.

17 COURT: Okay. Why don't we resume after lunch then? Say at
18 2.20 pm?

19 (1.00 pm)

20 (The luncheon adjournment)

21 (2.27 pm)

22 MS GAN: May it please you, sir.

23 Dr Ting, you were asked a number of questions on the
24 claims of your patent, and I'm going to bring you back
25 to those. Can you turn to your affidavit of

1 14:27 evidence-in-chief. Turn to tab 6, page 70. That's
2 where the document starts. I'm going to ask you in
3 particular to turn forward to claim 10. You will find
4 claim 10 at the bottom of page 94?

5 A. Yes.

6 Q. And claim 10, just to remind you, Dr Ting, runs also
7 over to page 95. It does not end at page 94.

8 A. Yes.

9 Q. So we are looking at the bottom of page 94, and over to
10 the top of page 95. Dr Ting, I need you to focus only
11 on claim 10, okay. We are not going to go into
12 claim 11, 12 and so forth, because I'm following on from
13 a question that was asked by Mr Leck earlier.

14 Yesterday, Mr Leck asked you, in reference to claim
15 10 only, he asked you whether there was anything inside
16 claim 10 to say that the panels must be made of
17 something hardier than a tent, right? You can only look
18 at claim 10, okay? I cannot let you look at anything
19 else. The question that was asked of you was: is there
20 anything inside claim 10 to say that the movable panels
21 must be made of some particular type of thing that is
22 not a tent, and your answer was that it is implicit.

23 I'm going to ask you again to look at claim 10 and
24 then to answer that question. If you have the same
25 answer, so be it. If you have a different answer,

1 14:29 please let us know.

2 A. I refer you to the fifth line of claim 10. The fifth
3 line, which starts with -- the sixth line, sorry, which
4 starts with the word "structure". You follow me?
5 "Structure", and "at least one rigid movable panel", and
6 this refers to the panel that is rigid, which is a solid
7 structure, which is not the tent.

8 Q. Is there anything else you want to say about claim 10,
9 in the context of this question only?

10 A. The rest defines the structure -- the function of the
11 panel.

12 Q. Also looking at claim 10 alone, sorry, Dr Ting, are you
13 okay?

14 A. Yes.

15 Q. Again just looking at claim 10, my learned friend asked
16 you about speed. He said, "Look, there is nothing about
17 speed of deployment inside claim 10", right? And you
18 said it is implicit. What I want to know is when you
19 told him it is implicit, I understand that it means that
20 it is not explicit. I want to ask you, why is it not
21 explicit? Focusing on claim 10 and speed of deployment,
22 why is it not explicit?

23 A. To me the claim itself defines the structure, or the
24 panel, that is actually meant to replace the setting up
25 of tents. So you -- instead of having poles and tents,

1 14:31 that's why, a panel that have this particular type of
2 structure requires mainly only mechanism and not a human
3 being to put it up. So this mechanism is what inside --
4 it's the panel, the panel on the side, how it opens, one
5 side or both sides, it will definitely require less men,
6 and it is actually faster. So that's the reason why
7 I say it is actually implied in claim 10.

8 Q. Dr Ting, that was not the question. My question to you
9 was: why is it not explicit?

10 A. It is -- I think it is -- the function of it is very
11 obvious that we would not even -- the description, the
12 detailed description of the FAP itself, already denotes
13 the requirement for speed, and, therefore, it would not
14 be in the claim to put it that we will require it to be
15 of certain speed. It is actually the requirement of the
16 FAP.

17 Q. Thank you, Dr Ting.

18 Sir, I have nothing further. Unless your Honour has
19 questions for the witness, may he be realised?

20 COURT: That's it?

21 MS GAN: Yes.

22 COURT: I could have spared you all, and given you all a
23 long lunch.

24 MS GAN: Actually, sir, it is my fault. I just edited a few
25 questions based on the last answer. So it is my fault.

1 14:33 I apologise.

2 COURT: Anything else that we need from this witness?

3 MS GAN: No, sir.

4 COURT: Thank you, Dr Ting, you may step down.

5 (The witness was released)

6 MS GAN: Sir, at this point, I have had a word with my
7 learned friend just after lunch. I'm wondering whether
8 we could ask your Honour for a recess at this point, and
9 also we would like to see you in chambers thereafter
10 about some forward planning for the matter.

11 COURT: Okay. The intention, as we discussed in chambers,
12 is not to have your expert come on board now, right?

13 MS GAN: Yes.

14 COURT: Because you want his evidence to be complete, and
15 I think Mr Smith is not able to make it beyond this
16 Thursday, which is the last day fixed insofar as this
17 week is concerned, right? That is the position.

18 MS GAN: Correct, your Honour. So there are certain
19 permutations to that that I have spoken with Mr Leck
20 about earlier, but naturally he needs time to take
21 instructions. So we are asking your Honour for some
22 time to talk about that, and then to see your Honour in
23 chambers after that.

24 COURT: How long do you propose?

25 MS GAN: May we see your Honour at 3 o'clock?

1 14:34 MR LECK: Should be fine your Honour.

2 COURT: You don't want to discuss with me immediately, then

3 I can at least give you some guidance as to where we

4 should be headed?

5 MR LECK: I'm happy to see your Honour first.

6 MS GAN: I have no issues.

7 MR LECK: These are proposals that my learned friend has

8 just put forward.

9 COURT: Insofar as the trial, it will be adjourned to a date

10 to be fixed, I will speak to counsel after this as to

11 the logistics of the further hearing.

12 (2.35 pm)

13 (Hearing in chambers)

14 (2.50 pm)

15 (The hearing adjourned to a date to be fixed)

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