

between a contracting state and the EPO. The duration of the period of dislocation shall be as stated by the European Patent Office. The term "general interruption" was deleted in the process of revising R. 85(2) EPC 1973. However, as evidenced by the preparatory documents, the retained term "dislocation" also refers to interruptions (CA/PL 17/06, p. 356). Decisions which interpret the term "general interruption" are still cited in the following as an aid to interpreting the "general dislocation" referred to in R. 134(2) EPC.

In J 10/20 the board stated that R. 134(2) EPC did not distinguish between statutory periods and periods specified by a department of first instance or a board of appeal. Its scope of application was therefore not limited to the one or the other. The time limit for filing the statement of grounds of appeal may also be extended under this provision. If the requirements of R. 134(2) EPC are fulfilled, any time limit which expires within the period of interruption or dislocation is extended by operation of law (with regard to R. 85 EPC 1973, see J 11/88). The notices of the EPO concerning the disruptions due to the COVID-19 outbreak (see e.g. notice of 1 May 2020, OJ 2020, A60) refer to "the problems caused by the disruptions due to the COVID-19 outbreak". R. 134(2) EPC, however, did not refer to a "general dislocation" as such, but to a "general dislocation in the delivery or transmission of mail". The EPO's notices were silent on whether there was a general dislocation in the delivery or transmission of mail in Germany. It thus seemed likely that these notices were based on an application of R. 134(2) EPC by analogy. Users and representatives could not be expected to question, without any apparent reason, statements on the extension of time limits which were made in publications under R. 134(4) EPC. Even if there had been no general dislocation in the delivery or transmission of mail, users could still rely on such publications without suffering any disadvantages.

In T 1678/17 the appellant withdrew its request for oral proceedings and requested a partial refund of the appeal fee. The request for oral proceedings was not in fact withdrawn within one month of notification of the communication issued by the board of appeal. However, in view of the notice from the EPO dated 1 May 2020 concerning the disruptions due to the COVID-19 outbreak (OJ 2020, A60) and R. 134(2) and (4) EPC, the board held that the conditions for reimbursement of 25% of the appeal fee, stipulated in R. 103(4)(c) EPC, were fulfilled.

In J 11/88 (OJ 1989, 433) the board held that any time limit under the EPC 1973 which expired within the period of interruption or dislocation was extended **by operation of law**. Accordingly, if the President of the EPO did not issue a statement as to the duration of that period, because he did not have the relevant information at the right time, this could not affect the rights of a person adversely affected by the interruption or dislocation. Whether or not an interruption qualified as a "general interruption" was a question of fact, which had to be decided in the light of any credible information available; in case of doubt, the EPO should make official enquiries of its own motion in application of Art. 114(1) EPC 1973.

In J 4/87 (OJ 1988, 172) the board reaffirmed that in the event of an unforeseeable postal delay causing non-compliance with a time limit, the EPO had no discretion to extend the time limit other than in the cases referred to in R. 85(2) EPC 1973.