

Importantly, while G 3/19 ultimately abandoned the interpretation of Art. 53(b) EPC arrived at in G 2/12, in view of how the law had developed in the meantime, it did not call into question the principle behind applying the various methods of interpretation.

A number of more recent decisions and opinions likewise give extensive accounts of the rules for interpreting the EPC and how they are to be applied. This is true of the aforementioned opinion G 3/19, which addressed each of the various methods of interpretation in turn. Decision G 1/18 (OJ 2020, A26) too contains several passages recapitulating the rules for interpreting the EPC (point III of the Reasons) and dealing with their application to the point of law referred in that case (in particular points IV and X of the Reasons). See also G 1/19 (pedestrian simulation), G 4/19 (double patenting) and G 1/21 of 16 July 2021 (OJ 2022, A49) (oral proceedings by videoconference).

### 1.2.1 Literal interpretation

The Enlarged Board stated that when interpreting provisions of the EPC, it usually starts from the wording of the relevant provision and even if the wording of a provision reveals its meaning clearly, it is then to be examined whether the result of the literal interpretation is confirmed by the meaning of the words in their context. It could well be that the wording only superficially has a clear meaning. At any rate, a literal interpretation must not contradict the purpose of the provision (see G 1/90, OJ 1991, 275, 278, point 4 of the Reasons); G 6/91 (OJ 1992, 491, 499, point 15 of the Reasons); G 3/98 (OJ 2001, 62, 71, point 2.2 of the Reasons). In G 2/12, more than one meaning could in principle be attributed to the wording (cf. G 1/88, OJ 1989, 189, 193, point 2.2 of the Reasons). Therefore, the true and intended meaning of the term "essentially biological processes for the production of plants" needed to be analysed further.

In G 1/18 (OJ 2020, A26), the Enlarged Board dealt with literal interpretation in point IV.1. Having reiterated the principles stated in G 2/12, it went on to interpret Art. 108, first sentence, EPC literally, before giving Art. 108, second sentence, EPC a first narrow and then broad literal interpretation. It found that, on a literal interpretation based on a joint reading of the two first sentences of Art. 108 EPC (broad literal interpretation), an appeal was validly filed only if the appeal fee was paid within the prescribed two-month period. It added that there was no inconsistency in the provision's wording in its three language versions. It concluded by stating that this literal interpretation of Art. 108, first and second sentences, EPC led to a result in keeping with the provision's purpose.

In T 844/18, the board stated that the EPC was a special agreement within the meaning of Art. 19 Paris Convention, so application of its provisions could not contradict the basic principles concerning priority laid down in the Paris Convention. Therefore, in order to interpret "any person" in Art. 87(1) EPC, it was necessary to interpret the legal concept of "any person" in Art. 4A Paris Convention, the interpretation given in both treaties needing to be the same. The board concluded that the ordinary meaning of the term "any person" in Art. 87(1) EPC was ambiguous. The term "*celui qui*" in the authentic French text of Art. 4A Paris Convention was perhaps less ambiguous and more likely to support the "all applicants" approach. The "all applicants" approach was certainly a plausible interpretation of the term from the perspective of its ordinary meaning and appeared to be the one