O/0788/26

TRADE MARKS ACT 1994

**IN THE MATTER OF REGISTRATION NOS.
917962980 AND 3341823 IN THE NAME OF RIPPLE FOODS, PBC
BOTH FOR THE TRADE MARK:**

ripple

Dairy-Free. As It Should Be.

IN CLASSES 29 AND 32

AND

**APPLICATION FOR REVOCATION
UNDER NOS 507425 AND 507467
BY MARS WRIGLEY CONFECTIONERY UK LTD**

Background and pleadings

1. Ripple Foods, PBC ("the proprietor") is the registered proprietor of the trade mark shown on the cover page of this decision. It has two trade mark registrations for the same mark, the pertinent details for which are detailed below ("the registrations"):

> UK registration no. 3341823
> Filing date: 28 September 2018
> Registration date: 21 June 2019
> Goods:
>
> Class 29: Plant-based non-dairy cheese substitutes.
>
> Class 32: Non-alcoholic plant-based beverages; non-alcoholic plant-based beverages in the nature of vegetable, legume, seed plant-based beverages not being milk substitutes; protein enriched non-alcoholic beverages, not being dairy; non-alcoholic plant-based beverages composed primarily of plant proteins, fats and carbohydrates.
>
> UK registration no. 917962980
> Filing date: 28 September 2018
> Registration date: 12 June 2019
> Goods: As above

2. On 13 June 2024, Mars Wrigley Confectionery UK Limited ("the applicant") applied to revoke the registrations under section 46(1)(a) of the Trade Marks Act 1994 ("the Act"), claiming that there has not been genuine use of the registrations for the five year period following registration ("the relevant period"). This means that the effective revocation date for no. 3341823 would be 22 June 2024, and that for no. 917962980 it would be 13 June 2024. The applicant's revocation claims are directed against all the goods covered by the registrations.

3. The proprietor filed a counterstatement claiming that the registrations have been used. The claim to have used the registrations was subsequently withdrawn and therefore the only relevant part of the counterstatement reads as follows:

> "In the Alternative, the Respondent denies the grounds for revocation on the basis that it was an express term of a consent and settlement agreement between the parties dated 16 May 2019 that the Applicant for Revocation would "not file any cancellation action against (the Contested Mark] post registration". The Applicant for Revocation is therefore prevented from revoking the Subject Mark by the law of contract and by the doctrine of estoppel and it would be unconscionable and inequitable for the Application for Revocation to proceed or to be granted."

4. The proprietor is represented by Abion UK Limited, and the applicant is represented by Stobbs.

5. Both parties filed evidence in these proceedings. A hearing was requested and took place on 14 May 2025. The applicant was represented by Mr Stobbs and the proprietor by Mr Carter of counsel. I am grateful to both for their submissions and patience in receiving this decision.

Preliminary matters

Additional evidence

6. Two days prior to the hearing the proprietor emailed the tribunal requesting that additional evidence be admitted to proceedings. The evidence consists of a witness statement of Ms Chan of Abion (the proprietor's representative) along with exhibits YJKC-1 and YJKC-2.

7. Whether the evidence should be admitted was discussed at length during the hearing. It was argued by the proprietor that the evidence should be admitted into the proceedings because it demonstrates that the 2019 Agreement binds the applicant (which the applicant disputes) and is therefore highly relevant; the evidence is brief; and the only prejudice to the other side would be as to costs. I ultimately decided that the evidence should be admitted and gave the applicant one month to consider whether it wished to file evidence in reply. They confirmed that it wished to do so and filed a witness statement from Hannah Cramp (trade mark attorney for the applicant's representative) and four exhibits. The applicant also filed further written submissions. I shall refer to the evidence later in this decision.

8. The first exhibit to Ms Chan's witness statement is a copy of a letter dated 30 January 2019 from the applicant's representative at that time to the proprietor's representative at that time. The purpose of the letter is "to express Mars' concern" about two EUTM applications.

9. The second exhibit is an extract from the Companies House database for Mars Wrigley Confectionery UK Limited and other company documentation. In essence, Ms Chan states that the exhibit demonstrates "that Mars Wrigley Confectionery UK Limited is a subsidiary of Food Manufacturers (G.B. Company), which is a subsidiary of Effem Holdings Limited, whose ultimate parent undertaking is Mars, Inc.". This is aimed at countering the argument that the 2019 does not apply to the applicant.

EUIPO decision

10. Following the hearing, on 2 February 2026, the applicant emailed the tribunal and made reference to a decision of corresponding revocation proceedings issued by the EUIPO. The applicant claims that the decision of the EUIPO addresses the same issues and therefore is pertinent to these revocation proceedings. In that decision, dated 28 January 2026, the Cancellation Division of the EUIPO upheld the application for revocation against the same mark and goods in these proceedings[1].

11. It is trite law that I am not bound by decisions of the EUIPO, but the issues before the EUIPO are largely the same as these proceedings. Therefore, it would not be right simply to disregard it. I can see from the decision that the proprietor, as is the case here, "argues that the applicant is precluded (in contract and/or by estoppel) from bringing the revocation action against the contested mark and refers to a settlement agreement between the parties from May 2019." It is reasonable to infer that this is the same agreement filed in these proceedings.

12. In that claim, in reply, the applicant argued that the EUTM proprietor's claim that the settlement agreement creates an estoppel is irrelevant and does not provide a legally valid defence.

13. In summary, the EUIPO concluded that the EUTM proprietor had not submitted evidence of use and reference to an agreement was not a valid defence. Therefore, the revocation succeeded. The EUIPO also stated that an application for revocation of an EUTM is based on the public interest, namely ensuring that the register is clear of registrations that are not being used. Further, the agreement had been signed by only one party, there was no evidence that action had been taken to address the breach of contract, and there was a limitation on the list of goods. I shall come back to the findings of this decision later.

Evidence

Proprietor's evidence

14. The proprietor's evidence consists of two witness statements. One is in the name of Robert Snell with four exhibits (RS1 to RS4) and the other from Yan Ki Janet Chan plus exhibits YKJC-1&-2.

15. Mr Snell is a trade mark attorney and the proprietor's representative. Exhibit RS1 to the witness statement is the key exhibit as it is the 2019 Agreement, which I shall return to in detail later in this decision. The remaining exhibits relate to confirmation that conditions of the agreement have been complied with, i.e. confirmation from the UKIPO and EUIPO that trade mark specifications have been actioned[2] and withdrawal

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[1] The EUIPO registration is the basis of the UK comparable registration no. 917962980

[2] Exhibit RS2

of oppositions[3]. The final exhibit[4] is confirmation that the Agreement had been sent to the applicant which is also not in dispute. Whether the Agreement was complied with is not in dispute and therefore I need say nothing more about these exhibits.

Applicant's evidence

16. The applicant's evidence is a witness statement of Hannah Cramp and four accompanying exhibits (HC1 to HC4).

17. The purpose of Ms Cramp's evidence is to support the argument that the evidence submitted by the proprietor does not establish that the 2019 Agreement between Mars, Incorporated and Ripple Foods PBC binds Mars Confectionery UK Limited. It does so by exhibiting Companies House extracts.

18. I have given due consideration to all of the documents filed by both parties and will refer to the evidence to the extent that it is necessary in my decision.

<u>DECISION</u>

Relevance of EU Law

19. The provisions of the Act relied upon in these proceedings are assimilated law, as they are derived from EU law. Although the UK has left the EU, section 6(3)(a) of the European Union (Withdrawal) Act 2018 (as amended by Schedule 2 of the Retained EU Law (Revocation and Reform) Act 2023) requires tribunals applying assimilated law to follow assimilated EU case law. That is why this decision refers to decisions of the EU courts which predate the UK's withdrawal from the EU.

Legislation

20. Section 46 of the Act states:

> "46. - (1) The registration of a trade mark may be revoked on any of the following grounds-
>
> > (a) that within the period of five years following the date of completion of the registration procedure it has not been put to genuine use in the United Kingdom, by the proprietor or with his consent, in relation to the goods or services for which it is registered, and there are no proper reasons for non-use;

[3] Exhibit RS3
[4] Exhibit RS4

(b) […]

(c) […]

(d) […]

(2) […]

(3) The registration of a trade mark shall not be revoked on the ground mentioned in subsection (1)(a) or (b) if such use as in referred to in that paragraph is commenced or resumed after the expiry of the five year period and before the application for revocation is made:

Provided that, any such commencement or resumption of use after the expiry of the five year period but within the period of three months before the making of the application shall be disregarded unless preparations for the commencement or resumption began before the proprietor became aware that the application might be made.

(4) […]

(5) Where grounds for revocation exist in respect of only some of the goods or services for which the trade mark is registered, revocation shall relate to those goods or services only.

(6) Where the registration of a trade mark is revoked to any extent, the rights of the proprietor shall be deemed to have ceased to that extent as from-

(a) the date of the application for revocation, or
(b) if the registrar or court is satisfied that the grounds for revocation existing at an earlier date, that date".

21. Section 100 is also relevant, which reads:

"If in any civil proceedings under this Act a question arises as to the use to which a registered trade mark has been put, it is for the proprietor to show what use has been made of it."

The 2019 Agreement

22. Central to this dispute is the "2019 Agreement"[5]. This is in the form of a letter dated 6 May 2019 from a law firm representing the applicant's representative at that time, to

[5] Exhibit RS1 to Mr Snell's witness statement

the proprietor's former legal representative (neither of the representatives are involved in these proceedings).

23. The letter refers to UK application no. 3341823 and EUTM application no 17962980, from which UK comparable no. 917962980 was created. Both registrations are the subject of these revocation actions.

24. It states that "Mars, Incorporated is willing to withdraw its oppositions" to the above-mentioned applications, "and not file any cancellation action against the Applications post-registration, provided that your client undertakes:…". It then lists three conditions, these being to limit the specification of the applications, and two separate restrictions on how the mark is used. It has not been argued that any of these conditions have not been met.

25. The agreement is signed by Ripple Foods PBC.

26. The proprietor's position is twofold.

1) Its primary position is that the 2019 Agreement precludes the applicant from bringing the revocation actions. In other words, it is not contractually permitted to bring the revocation actions.

2) In the alternative, the 2019 Agreement means that the applicant is estopped, by way of promissory estoppel, from bringing the revocation action.

27. The applicant argues that this is incorrect because:

- Interpreting an agreement in this way would undermine and allow parties to contract out of the law relating to demonstrating genuine use, as set out in s.46 of the Act.

- "Non-challenge agreements are…widely accepted as not affecting the admissibility of an application for revocation"[6]

- Cancellation is used to collectively refer to invalidation and revocation actions, but given the points made above, it must in this instance refer only to invalidations.

- UK revocation proceedings are not an appropriate forum to assess the applicability or validity of a contract, i.e. any such contract is irrelevant to the questions raised in a non-use revocation action.

[6] Para 26(b) of the witness statement

28. No evidence has been submitted to demonstrate that the registrations have been used by the proprietor. Further, I should confirm that the proprietor has neither pleaded nor sought to rely upon proper reasons for non-use and therefore this is not relevant to these proceedings. Even if it had, the presence of the 2019 Agreement would not constitute a proper reason to not genuinely use the registrations.

29. The proprietor's primary argument is that the applicant is contractually precluded from bringing the revocation actions. This is because the 2019 Agreement states that Mars, Incorporated will "…not file any cancellation action against the Applications post-registration…". To my mind, this makes it clear that filing revocation actions against the trade mark registrations would be a breach of the Agreement (this is subject to the applicant being a party to the 2019 Agreement, which I am not required to determine). The question is whether a breach of the 2019 Agreement overcomes the onus placed upon the proprietor to demonstrate genuine use under sections 46 and 100 of the Act, or whether the Agreement creates a valid defence.

30. Section 46(1)(a) of the Act states that "registration of a trade mark may be revoked…", if "…it has not been put to genuine use in the United Kingdom, **by the proprietor or with his consent**, in relation to the goods or services for which it is registered, **and there are no proper reasons for non-use**" (emphasis added).

31. I have already stated that filing the revocation actions appears to be a breach of the Agreement. However, there is nothing in the Act which permits an agreement between two parties to effectively prevent a party from bringing or being the subject of revocation proceedings. This is a contractual issue and, as argued by Mr Stobbs, not one that this Tribunal can determine. Any recourse would presumably be by way of a claim for breach of contract.

32. I should add that, as Mr Stobbs states, "cancellation" is a collective term used to refer to invalidation and revocation proceedings. However, they are very different in nature. Revocations are typically brought to challenge whether a registration has been used or not, and invalidations are broadly the same as oppositions but against registrations. If this were an invalidation action based on relative grounds[7], the 2019 Agreement would be relevant because the applicant could be regarded as having "consented to the registration"[8]. However, there is no equivalent consent provision for revocations which allows for trade mark registrations to not being used (except for proper reasons for non-use which is not relevant to these proceedings).

33. In view of the above, this line of argument is dismissed.

Promissory estoppel

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[7] S.47(2)(a) and (b) of the Act

[8] S.47(2) of the Act

34. It is further argued by the proprietor that the applicant is estopped, by way of promissory estoppel, from bringing the revocation actions. The proprietor sets out the key requirements of a promissory estoppel as follows:

> "The key requirements of a promissory estoppel are addressed in *Chitty on Contracts 35th edn* at 7-031, and can be summarised as follows:
>
> (1) The existence of a legal relationship giving rise to rights and duties between the parties;
> (2) A promise or representation by one party that they will not enforce against the other their strict legal rights arising out of that relationship;
> (3) An intention on the part of the former party that the latter will rely on the representation;
> (4) Reliance by the latter party;
> (5) The inequitability of the former party resiling from their promise."

35. The proprietor then goes through the various stages listed above and explains how, in its view, the 2019 Agreement creates an estoppel to bring the revocation actions.

36. I was also referred to various judgments, including *Re L G Clarke* [1967] Ch 1121, *Mills v Fox* [1887] 37 Ch. D 153 and *Amalgamated Investment. v Texas Bank* [1982] QB 84.

37. Estoppel was addressed in the judgment of *Marussia Communications Ireland Ltd v Manor Grand Prix Racing Ltd* [2016] EWHC 809 (Ch), where it was concluded that it is not a defence in trade mark infringement. It was stated that:

> "[90] As to the first question, it is clear that the Regulation operates as a complete code so far as the rights of a Community trade mark proprietor are concerned. The reason why the European Court insisted on an autonomous Community meaning of 'consent' in the Zino Davidoff case was, as explained at [41] of the judgment:
>
> > 'If the concept of consent were a matter for the national laws of the member states, the consequence for trade mark proprietors could be that protection would vary according to the legal system concerned. The objective of "the same protection under the legal systems of all the member states' set out in the ninth recital in the Preamble to Directive 89/104, where it is described as "fundamental", would not be attained.'
>
> [91] The same unacceptable consequence would apply if, in a case where there was no consent within the meaning of the Regulation, a proprietor was

nevertheless precluded from exercising its rights under art.9 as a result of some other defence available under national law. Further, as noted above, the European Court went on to say at [58] that:

> ‘[58] A rule of national law which proceeded on the mere silence of the trade mark proprietor would recognise not implied consent but rather deemed consent. That would not meet the need for consent positively expressed, required by Community law.’

[92] Although it would not be right to describe the principle of estoppel by acquiescence as comprising ‘a rule of national law which proceeded on the mere silence of the trade mark proprietor’ as more is required than mere silence, it is nevertheless a rule of national law which operates as a kind of deemed consent regardless of actual consent. A defendant only needs to invoke an estoppel defence when it is unable to prove actual consent within the meaning of the Regulation. While an estoppel defence may be characterised as an aspect of a wider principle of good faith or abuse of rights, to allow the possibility of such a defence would undoubtedly mean that protection would be subject to issues outside the terms of the Regulation and would vary according to the legal system concerned.”

38. I am mindful that the above case discusses the impact of national defences in the context of the EUTM and was decided before the UK’s withdrawal from the European Union. Although the UK has since left the EU, section 6(3)(a) of the European Union (Withdrawal) Act 2018 (as amended by Schedule 2 of the Retained EU Law (Revocation and Reform) Act 2023) requires tribunals applying assimilated law to follow assimilated EU case law. Therefore, *Marrussia,* which is based on the CJEU judgment in *Martin y Paz Diffusion SA v Depuydt*, is assimilated law and binding upon me.

39. The net effect of the judgment and reference material outlined above is that the defence of promissory estoppel is not available in law and is therefore dismissed. This is also consistent with the EUIPO outlined in paragraphs 10 to 13 of this decision.

40. To support this conclusion, I also draw reference to Kerly’s Law of Trade Marks and Trade Names 17th Ed paragraph 17-100 – 102, which states as follows (emphasis added):

> “17-100 For many years it was assumed that national defences such as estoppels, acquiescence, or “abus de droit” and the equivalent in other European jurisdictions, were available in respect of both national trade mark and EUTM claims. In *Martin y Paz Diffusion SA v Depuydt* the CJEU was asked whether the TM Directive, as it then was, precluded the application of defences to infringement other than those provided for under arts 6 (giving rise to the s.11

defences, now art.14 of the 2015 Directive) or 7 (exhaustion, now art.15 of the 2015 Directive). In particular, the defendant wished to know whether it could rely on a Belgian national defence prohibiting abusive or unfair exercise of a right. The CJEU held that in the light of the complete harmonisation of law concerning the rights conferred by trade marks, a national court could not go beyond the substantive defences provided for in the Directive. Thus specific national defences were excluded from the scope of trade mark law.

17-101 The issue was considered by the English High Court, sitting as a EU trade mark court, in *Marussia Communications Ireland Ltd v Manor Grand Prix Racing*, in which Males J relied on the decision of the CJEU in *Martin y Paz* in coming to the conclusion that defences of estoppel and acquiescence were not available to defendants under the EUTM. The defendant in that case did not argue that substantive national defences were not available to defeat infringement claims, but instead contended that estoppel and acquiescence were procedural matters which fell within art.129(3) of the EUTM Regulation. That contention was rejected by the court. **<u>As the law stands in the UK therefore, national defences of estoppel and acquiescence are not available to defendants in trade mark matters.</u>**

17-102 Although the decision in *Marussia* was appealed, the appeal settled and the approach in *Marussia* has subsequently also been adopted by both High Court and Court of Appeal. Unless non-statutory acquiescence is held on some later appeal to be a procedural matter, rather than a substantive defence, the position seems incontrovertible. Only the defences provided for in the 2015 Directive are available, which excludes reliance on matters such as acquiescence or estoppel as a defence. Of course, insofar as any acquiescence or estoppel amounts to a consent to use of the mark, there will be no infringement. However, where the matters relied upon as giving rise to a defence do not go so far as to amount to consent, unless they fall within one of the other defences to infringement addressed above, they are not (on the current state of the law) likely to be available. The following consideration of estoppel, acquiescence and laches should be read subject to that caveat."

41. In view of the above, the reliance upon promissory estoppel is dismissed.

42. In view of there not being any genuine use of the trade mark registrations, no proper reasons for use being argued or found, plus no valid defence being successfully argued, the applicant is successful.

OUTCOME

43. The revocation actions succeed in full under section 46(1)(a) of the Act. Therefore, trade mark registration no. 3341823 will be revoked with an effective date of 22 June

2024, and trade mark registration no. 917962980 will be revoked with effect from 13 June 2024.

COSTS

44. The applicant has been successful and is therefore entitled to a contribution towards its costs. During the hearing, the applicant made persuasive arguments that it was entitled to actual costs due to the proprietor's conduct. Following the hearing, both parties filed written submissions specifically relating to costs. I have carefully considered those submissions and reviewed the file.

45. The request for actual costs is based on a number of factors which I will address in turn. They mainly concern giving just 16 minutes notice to not attend a CMC, a lack of clarity in respect of the extension of time requests and the proprietor's general conduct during the course of these proceedings. I see force in these arguments, but not in relation to the entire amount claimed.

The CMC and extension of time requests

46. The proprietor had a deadline of 2 December 2024 to file its evidence in chief. It duly did so in the form of a witness statement from Robert Snell and exhibits (summarised above). It subsequently filed two separate extension of time requests, both were granted taking the deadline up to 24 December 2024. The proprietor then filed two further extensions of time requests, which would have taken the deadline to 13 January 2025.

47. Before the third and fourth extension of time requests were considered by the tribunal, the applicant filed its objection to them being granted. A CMC was therefore appointed for 23 January 2025. The applicant then wrote in to the tribunal asking for the date to be changed due to unavailability. The tribunal asked the proprietor for its availability, but it did not reply. Therefore, the CMC to decide the third and fourth extension of time requests was set for 2pm on 22 January 2025.

48. Sixteen minutes prior to the commencement of the CMC, the proprietor's representative emailed the tribunal to say it would not be attending because "we do not believe that the CMC requested by the Applicant for Cancellation…is now necessary…". The CMC nevertheless proceeded, with the outcome being, 1) that the evidence filed by the proprietor within the initial deadline was admitted, 2) in order to expedite proceedings the applicant confirmed that it would not be submitting evidence, and 3) the case could proceed to final submissions and/or a hearing. All of this was confirmed in my letter of 5 February 2025.

49. As well as the proprietor withdrawing from the CMC at such short notice, the applicant draws attention to each of the EOT requests stating that the proprietor, "has

gathered a significant amount of evidence of use of the Respondent's marks and compiled this material into a draft Witness Statement". The justification being for the brief additional time was that it was being compiled into a witness statement. Clearly this evidence was not filed, and the applicant argues that the extension of time requests was "unmerited and flagrant" which supports its argument that there is a pattern of behaviour to delay these proceedings.

50. I take note of the proprietor's submission that further extension of time requests should not be considered abusive conduct. However, I do see merit in the applicant's argument that they form part of a pattern of behaviour aimed at delaying and disrupting the proceedings.

51. In the applicant's costs submissions, it claims that the total cost to consider the third and fourth extension of time requests, report to the client, lodge an objection then effectively prepares for and attend the CMC amounted to £1,795. Whilst taking into account that it was the applicant that requested the CMC and it was them who had asked for a change in date, confirming that it would not attend the CMC 16 minutes prior to its commencement is unreasonable. Therefore, for this aspect of the costs I consider an award of £1,400 to be reasonable.

Adjournment and stay

52. On 6 May 2025, the proprietor emailed the tribunal requesting an adjournment of the scheduled main hearing to await the outcome the decision of another decision involving the same registrations. This request was made 8 days prior to the main hearing and was refused on the basis that the request was made very late in the proceedings and concerned different grounds. The related decision[9] was issued on 8 January 2026 and did not affect the registrations. In the same request, the proprietor also stated that, once the decision had been issued, it may be possible to settle the revocation actions rendering a hearing in this case unnecessary. The applicant submits there was no contact from the proprietor, and this is a further example of trying to delay proceedings.

53. The proprietor, in its submissions, has stated that if this request was unreasonable then the tribunal would immediately reject it. I can see the merit in asking for the proceedings to be adjourned when the same registrations are in play. However, the request was made very late in the proceedings and using a potential settlement to support a stay or adjournment, without consultation or comment from the other side, does prima facie appear to be an attempt to delay the proceedings.

Additional evidence

[9] BL O/0011/26

54. As set out in paragraph 6 of this decision, two days prior to the hearing the proprietor emailed the tribunal requesting that additional evidence be admitted into the proceedings. The request was dealt with during the hearing and was ultimately admitted. The applicant was then given a further opportunity to file additional evidence, which it did. The justification for the late request to file evidence was that another law firm had represented the proprietor before these proceedings. Although the evidence was admitted, this was partly because any potential prejudice to the proprietor could be addressed by allowing them to file evidence/submissions (which it did) and costs. I therefore have no hesitation in concluding that, taking all the factors into account, the applicant is entitled to its actual costs in respect of the time taken dealing with this matter during the hearing and the filing of additional evidence.

55. Taking all of the above into account there is a clear pattern of behaviour to unjustifiably delay and disrupt proceedings. I am acutely aware that there are general delays in issuing decisions, but this is not justification for the proprietor to delay and disrupt and further it has taken a disproportionate amount of tribunal time. With these factors in mind, I consider that certain aspects of these proceedings justify costs above the normal scale.

56. As previously stated, the applicant has stated that the total cost of these proceedings to its client is £15,580 excluding VAT. Bearing in mind that there are many costs in these proceedings which would be incurred regardless of the proprietor's behaviour, I award the applicant £10,100. This is made up as follows:

Action/fees	**Amount**
Official fees	£400
Preparing and filing two revocation actions and considering each of the defences filed. Both of these were unaffected by the proprietor's subsequent behaviour listed above	£700
Considering the proprietor's evidence (standard scale)	£600[10]
The CMC and extension of time requests (see above)	£1400
Preparing for the hearing, reviewing the additional evidence and then filing additional evidence. This also includes the time	£7000

[10] This is based on the standard publish scale

spent dealing with the adjournment/stay request £7000 (this is made up of the applicant's £8535 actual costs, less reasonable costs which would have been spent regardless and having been unaware that a request for additional evidence would have been filed).	
Total	**£10,100**

57. I hereby order Ripple Foods, PBC to pay Mars Wrigley Confectionery UK Ltd the sum of £10,100. The above sum should be paid within 21 days of the expiry of the appeal period or, if there is an appeal, within 21 days of the conclusion of the appeal proceedings.

Dated this 30th day of August 2026

MARK KING
For the Registrar,
The Comptroller-General