O/0987/26

TRADE MARKS ACT 1994

IN THE MATTER OF
UK REGISTRATION NO. 3144977
IN THE NAME OF EDA QUALITY FOODS LTD
IN RESPECT OF THE TRADE MARK

ARNIKA MEVLANA

IN CLASS 30

AND THE APPLICATION FOR REVOCATION THEREOF
UNDER NUMBER 507798
BY GORAN-TEE GROßHANDEL GMBH & CO. KG

BACKGROUND AND PLEADINGS

1. Trade mark No. 3144977 for the trade mark **ARNIKA MEVLANA** stands registered in the UK in the name of EDA QUALITY FOODS Ltd ("EDA"). The application for registration was filed on 18 January 2016, and the trade mark was registered on 8 April 2016, in respect of the following goods:

Class 30: *Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, edible ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice; sandwiches; prepared meals; pizzas, pies and pasta dishes.*

2. On 30 August 2024, GORAN-TEE Großhandel GmbH & Co. KG ("GORAN-TEE") filed an application seeking to revoke EDA's trade mark on the grounds of non-use under sections 46(1)(a) and 46(1)(b) of the Act.

3. Under section 46(1)(a) of the Act, GORAN-TEE claims non-use of all goods in the five year period following the date on which the mark was registered, i.e. 9 April 2016 to 8 April 2021, with an effective date of revocation of 9 April 2021.

4. Revocation is also sought under section 46(1)(b), where GORAN-TEE claims non-use of all goods for the following period: 30 August 2019 to 29 August 2024 with an effective date of revocation of 30 August 2024.

5. EDA filed a Form TM8(N) and counterstatement defending the registration in relation to some of its goods only, namely *Tea*, during the relevant periods for which non-use is claimed. As no defence has been made in relation to the remaining goods for which revocation is sought, the registration of the mark will be revoked from the earliest date requested in relation to those specific goods.

6. Only EDA elected to file evidence. Neither party requested a hearing; both parties filed written submissions in lieu of a hearing, which will be referred to as and where

appropriate during this decision. This decision is taken following careful consideration of the papers on file.

7. In these proceedings, EDA is represented by Ashfords LLP, and GORAN-TEE is represented by Marks & Clerk LLP.

EVIDENCE

8. EDA filed evidence by way of a witness statement dated 12 February 2025 in the name of Ercan Ucur, alongside eight exhibits, labelled EU1 to EU8. Mr Ucur is the Director and Secretary of EDA, a position he has held since January 2010.

9. On inspection of the evidence, the Tribunal noted that exhibit EU4 contained sensitive information. In the official letter dated 21 February 2025, the Tribunal invited EDA to file a redacted copy removing the sensitive information, should they wish to do so. Accordingly, EDA provided a redacted copy of the exhibit on 26 February 2025 which was accepted and served to replace the original exhibit EU4 as filed.

10. I have read and considered all of the evidence and I will refer to the relevant parts at the appropriate points in the decision.

DECISION

11. 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.

Section 46

12. 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;

(b) that such use has been suspended for an uninterrupted period of five years, and there are no proper reasons for non-use;

(c) […]

(d) […]

(2) For the purpose of subsection (1) use of a trade mark includes use in a form (the “variant form”) differing in elements which do not alter the distinctive character of the mark in the form in which it was registered (regardless of whether or not the trade mark in the variant form is also registered in the name of the proprietor), and use in the United Kingdom includes affixing the trade mark to goods or to the packaging of goods in the United Kingdom solely for export purposes.

(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".

13. Section 100 of the Act states that:

"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".

14. As EDA's mark is a UKTM, the relevant territory in which use must be shown is the UK. As noted previously, under section 46(1)(a), the relevant period for assessing whether there has been genuine use is 9 April 2016 to 8 April 2021, ("the first relevant period"), while the relevant period under section 46(1)(b) is 30 August 2019 to 29 August 2024 ("the second relevant period"). A finding of genuine use during the second relevant period will be sufficient to avoid revocation of the mark under section 46(1)(b), and, by virtue of section 46(3), section 46(1)(a), even if the evidence in relation to the earlier period is deemed insufficient. In view of the above dates, I will focus upon the second relevant period.

15. In *easyGroup Ltd v Nuclei Ltd & Ors* [2023] EWCA Civ 1247, Arnold LJ summarised the law relating to genuine use as follows:

“105. The principles applicable to determining whether there has been genuine use of a trade mark have been considered by the CJEU in a considerable number of cases, the principal decisions being Case C-40/01 *Ansul BV v Ajax Brandbeveiliging BV* [2003] ECR I-2439, Case C-259/02 *La Mer Technology Inc v Laboratories Goemar SA* [2004] ECR I-1159, Case C-416/04 P *Sunrider Corp v Office for Harmonisation in the Internal Market (Trade Marks and Designs)* [2006] ECR I-4237, Case C-442/07 *Verein Radetsky-Order v Bundervsvereinigung Kamaradschaft 'Feldmarschall Radetsky'* [2008] ECR I-9223, Case C-495/07 *Silberquelle GmbH v Maselli-Strickmode GmbH* [2009] ECR I-2759, Case C-149/11 *Leno Merken BV v Hagelkruis Beheer BV* [EU:C:2012:816], Case C-609/11 *Centrotherm Systemtechnik GmbH v Centrotherm Clean Solutions GmbH & Co KG* [EU:C:2013:592], Case C-141/13 P *Reber Holding & Co KG v Office for Harmonisation in the Internal Market (Trade Marks and Designs)* [EU:C:2014:2089], Case C-689/15 *W.F. Gözze Frottierweberei GmbH v Verein Bremer Baumwollbörse* [EU:C:2017:434] and Joined Cases C–720/18 and C–721/18 *Ferrari SpA v DU* [EU:C:2020:854].

106. Ignoring issues which do not arise in the present case, such as use in relation to spare parts or second-hand goods and use in relation to a sub-category of goods or services, the principles may be summarised as follows:

(1) Genuine use means actual use of the trade mark by the proprietor or by a third party with authority to use the mark: *Ansul* at [35] and [37].

(2) The use must be more than merely token, that is to say, serving solely to preserve the rights conferred by the registration of the mark: *Ansul at [36]; Sunrider at [70]; Verein at [13]; Centrotherm at [71]; Leno at [29]; Ferrari at [32].*

(3) The use must be consistent with the essential function of a trade mark, which is to guarantee the identity of the origin of the goods or services to the consumer or end user by enabling him to distinguish the goods or services from others which have another origin: *Ansul* at [36];

Sunrider at [70]; *Verein* at [13]; *Silberquelle* at [17]; *Centrotherm* at [71]; *Leno* at [29]; *Gözze* at [37], [40]; *Ferrari* at [32].

(4) Use of the mark must relate to goods or services which are already marketed or which are about to be marketed and for which preparations to secure customers are under way, particularly in the form of advertising campaigns: *Ansul* at [37]. Internal use by the proprietor does not suffice: *Ansul* at [37]; *Verein* at [14]. Nor does the distribution of promotional items as a reward for the purchase of other goods and to encourage the sale of the latter: *Silberquelle* at [20]-[21]. But use by a non-profit making association can constitute genuine use: *Verein* at [16]-[23].

(5) The use must be by way of real commercial exploitation of the mark on the market for the relevant goods or services, that is to say, use in accordance with the commercial *raison d'être* of the mark, which is to create or preserve an outlet for the goods or services that bear the mark: *Ansul* at [37]-[38]; *Verein* at [14]; *Silberquelle* at [18]; *Centrotherm* at [71].

(6) All the relevant facts and circumstances must be taken into account in determining whether there is real commercial exploitation of the mark, including: (a) whether such use is viewed as warranted in the economic sector concerned to maintain or create a share in the market for the goods and services in question; (b) the nature of the goods or services; (c) the characteristics of the market concerned; (d) the scale and frequency of use of the mark; (e) whether the mark is used for the purpose of marketing all the goods and services covered by the mark or just some of them; (f) the evidence that the proprietor is able to provide; and (g) the territorial extent of the use: *Ansul* at [38] and [39]; *La Mer* at [22]-[23]; *Sunrider* at [70]-[71], [76]; *Centrotherm* at [72]-[76]; *Reber* at [29], [32]-[34]; *Leno* at [29]-[30], [56]; *Ferrari* at [33].

(7) Use of the mark need not always be quantitatively significant for it to be deemed genuine. Even minimal use may qualify as genuine use if it is deemed to be justified in the economic sector concerned for the

purpose of creating or preserving market share for the relevant goods or services. For example, use of the mark by a single client which imports the relevant goods can be sufficient to demonstrate that such use is genuine, if it appears that the import operation has a genuine commercial justification for the proprietor. Thus there is no *de minimis* rule: *Ansul* at [39]; *La Mer* at [21], [24] and [25]; *Sunrider* at [72]; *Leno* at [55].

(8) It is not the case that every proven commercial use of the mark may automatically be deemed to constitute genuine use: *Reber* at [32]."

Evidence of use

16. In its notice of defence, EDA has claimed that use has been made of some of the goods only for which the mark is registered.[1] I must consider whether, or the extent to which, the evidence shows genuine use of the mark in relation to those goods ("the goods at issue"), being "*Tea*".

17. From the witness statement ("WS") of Ercan Ucur and the accompanying exhibits, I note the following:

- EDA is a private limited company that previously traded in the retail sector, however, it has recently moved into the property management sector for its various group companies.[2]
- The trade mark at issue is licensed to and used by N.Joy Catering Limited ("N.Joy Catering") to sell and distribute the goods at issue. Mr Ucur explains that the terms of the licence are unwritten given that the parties are related companies. I note that this has been challenged by GORAN-TEE.[3] However, I accept that genuine use can include use made by the proprietor or by a third

[1] As indicated at boxes 7 and 8 of the Form TM8(N).
[2] At [9] of the WS.
[3] At points 10-11 of its written submissions in lieu dated 27 May 2025.

party with the proprietor's consent.[4] I also note that those parties are in the process of putting together a written licence.[5]

- N.Joy Catering has sold the goods at issue since 2021, with its target market being the Turkish demographic (point 11 of the WS). Exhibit EU1 comprises printouts from the Companies House register of company information for N.Joy Catering Limited. Exhibit EU2 contains a copy of the Strategic Report, Report of the Director and Audited Financial Statements for EDA for the year ended 31 March 2024. The report includes a list of subsidiaries in the same group and on the final page of this report (numbered as Page 31, and being page 47 of the entire evidence bundle) it verifies that N.Joy Catering is a company controlled by family members.
- N.Joy Catering does not sell online, with nearly all of its sales being made via its physical store, located in Enfield (UK). Neither does it extensively advertise the goods at issue, either online or physically. It sells the goods directly to consumers, as well as to other retailers. Mr Ucur consequently states that the evidence of use is limited to financial figures and a limited number of brochures and advertisements.[6]
- At point 16 of the WS, the annual turnover figures for the sale of the goods for the period 2021 – 2024 is given as follows:
    - 2021 - £69,286.61
    - 2022 - £269, 897.77
    - 2023 - £398,135.40
    - 2024 - £199,114.49
- At point 17 of the WS, it states that "The revenue figures at paragraph 17[7] equate to the following amounts of Goods being sold in the following year:"
    - 2021 – 13,795
    - 2022 – 37,292
    - 2023 – 83, 085
    - 2024 – 36,120.

[4] As outlined in the case law summarised under paragraph 15 of this decision. See also *Einstein Trade Mark,* [2007] RPC 23, at [24; 29]; and *Makro Zelfbedieningsgroothandel CV and others v Diesel SpA,* Case C-324/08, at [35].
[5] At [10] of the WS.
[6] Points 12 – 15 of the WS.
[7] I take this to be a typographical error which should read as paragraph 16, rather than paragraph 17.

- Exhibit EU3 is described in the WS as an item ledger which breaks down the volume of tea sold and the purchaser of that tea. The transactions date between 2 April 2020 and 31 October 2024 and are described as either “Sale” with a source type of “Customer”, or “Purchase” with a source type of “Vendor”. I note that the country code is either GB or SL. However, some of the quantities are in the negative and some of the cost amounts (actual) are listed as zero. While each of the listed items refer to Arnika Mevlana Ceylon Tea (in various unit sizes), without further information, I find it impossible to interpret the actual sales achieved, or to whom, exactly, from this data alone. The exhibit is, therefore, of little probative value.
- Exhibit EU4 contains copies of a selection of 26 sales invoices to 26 different customers in the UK, dated from 2021 to 2024, all being within the relevant period. The invoices are headed as N.Joy Catering Limited and include the sale of Arnika Mevlana Ceylon Tea in varying quantities, amongst other brands and product types, and are priced in GBP (Great British Pound). I note that the customers are located in various parts of London/Greater London, Nottingham, Doncaster, Manchester and Ipswich. The size of the orders for the Arnika Mevlana tea products vary considerably, with the smallest order being for only £58.50, and the largest being for the sum of £3,360.00.
- Exhibit EU5 shows photographs of the tea as sold under the Arnika Mevlana mark. I note the submissions of GORAN-TEE that the photographs are undated and that the images relate to only one store in London. At point 20 of the WS, Mr Ucur states that although these photos are from November 2024 and show the goods as sold in one of EDA’s sister companies (being TFC Holdings London Ltd t/a TFC Supermarkets), the design of the packaging has

not changed since N.Joy Catering started selling the goods in 2021:





- Mr Ucur states that N.Joy Catering has, at times, put offers on for consumers to purchase the goods at a promotional price, for example, offering ten 1kg boxes of tea for £40.00, as demonstrated in exhibit EU6:



(Highlighting made by me).

Form of the mark

18. Section 46(2) of the Act states that:

> "… use of a trade mark includes use in a form ("the variant form") differing in elements which do not alter the distinctive character of the mark in the form in which it is registered…"

19. The mark is registered for the word mark "**ARNIKA MEVLANA**". I note that the registration of a word mark gives protection irrespective of capitalisation: see *Bentley Motors Limited v Bentley 1962 Limited*, BL O/158/17.

20. As outlined in *Colloseum Holdings AG v Levi Strauss & Co.*, Case C-12/12,[8] the use of the mark encompasses both its independent use and its use as part of another mark taken as a whole or in conjunction with that other mark.

21. Further, it is not always the case that the stylisation used alters the distinctive character of a word mark. In *Dreamersclub Ltd v KTS Group Ltd*, BL O/091/19, Professor Phillip Johnson, sitting as the Appointed Person, found that the use of the mark shown below qualified as use of the registered word-only mark DREAMS.



This was because the stylisation of the word did not alter the distinctive character of the word mark. Rather, it constituted an expression of the registered word mark in normal and fair use.

22. The mark is referred to within the text on the various invoices included in exhibit EU4 as Arnika Mevlana, as well as in the written text on the promotional sales leaflet shown in exhibit EU6, as shown above. I note that on the packaging, the mark appears in the following format:

[8] At [31 – 35].



23. Although the mark as shown on the packaging above enjoys a degree of stylisation, and is situated alongside a figurative element, I consider that the words "arnika MEVLANA" within the composite mark play an independent, dominant role which continues to indicate origin and may be relied upon by EDA.

Assessment on genuine use

24. Whether the use shown is sufficient to constitute genuine use will depend on whether there has been real commercial exploitation of the mark, in the course of trade, sufficient to create or maintain a market for the goods at issue in the UK during the relevant five-year periods. In making my assessment, I must consider all relevant factors, including:

- the scale and frequency of the use shown;
- the nature of the use shown;
- the services for which use has been shown;
- the nature of those services and the market(s) for them; and
- the geographical extent of the use shown.

25. An assessment of genuine use is a global assessment, which includes looking at the evidential picture as a whole, not whether each individual piece of evidence shows use by itself. It is possible for an accumulation of evidence to show use, even if

individual items of evidence would on their own be insufficient proof: see *New Yorker SHK Jeans GmbH & Co. KG v OHIM*, Case T- 415/09, paragraph 53. However, where there is no use of the mark in respect of the goods as registered, it follows there has been no genuine use of the mark: *Dosenbach-Ochsner Ag Schuhe Und Sport v Continental Shelf 128 Ltd,* Case BL 0/404/13.[9]

26. Case law does not specify particular types of documentation that must be adduced in evidence. When considering the evidence, I am entitled "to be sceptical of a case of use if, notwithstanding the ease with which it could have been convincingly demonstrated, the material actually provided is inconclusive": (see *PLYMOUTH LIFE CENTRE*, BL O/236/13, paragraph 22). However, I remind myself that I must evaluate all the evidence submitted in an overall assessment, and that although pieces of evidence may be insufficient by themselves, they may contribute to proving use in combination.

27. I note from exhibit EU2, being the Strategic Report, Report of the Director and Audited Financial Statements for EDA for the year ended 31 March 2024, that the principal activity of EDA was that of providing logistics and property management services. I also note that although N.Joy Catering are mentioned as being a related company which is controlled by family members, there is no mention made of their connection to the "ARNIKA MEVLANA" trade mark. That being said, the evidence in the form of the invoices and sales promotion leaflet clearly shows N.Joy Catering's involvement in the sale of tea offered under this trade mark.

28. I note the submissions made by GORAN-TEE that the levels of sales of goods reflected by the invoices provided in exhibit EU4 do not reflect genuine use throughout the UK given that the majority of invoices relate to sales to third parties in London and Greater London.[10] I consider that the invoices show a relatively wide geographical spread in the UK, including sales to third parties in Nottingham, Doncaster, Manchester and Ipswich, as well as those located in London/Greater London. I accept that although the amounts of sales shown on the invoices are not huge, they

[9] At [22].
[10] At point 13 of its written submissions in lieu, dated 27 May 2025.

do show consistent sales between 2021 and 2024. I do not consider that the invoices provided are intended to be exhaustive, but are produced by way of example only to support the revenue figures as shown under paragraph 17 of this decision. I also accept Mr Ucur's claims that although they do run promotions from time to time, N.Joy Catering do little to advertise the goods to their target market, being predominantly Turkish retailers within the UK, rather than directly to the end user, be that someone of Turkish nationality or otherwise. In *Laboratoire de la Mer Trade Mark* [2006] FSR 5, the Court of Appeal held that sales under the mark to the trade may qualify as genuine use. Neuberger L.J. (as he then was) stated that:

> "48. I turn to the suggestion, which appears to have found favour with the judge, that in order to be "genuine", the use of the mark has to be such as to be communicated to the ultimate consumers of the goods to which it is used. Although it has some attraction, I can see no warrant for such a requirement, whether in the words of the directive, the jurisprudence of the European Court, or in principle. Of course, the more limited the use of the mark in terms of the person or persons to whom it is communicated, the more doubtful any tribunal may be as to whether the use is genuine as opposed to token. However, once the mark is communicated to a third party in such a way as can be said to be "consistent with the essential function of a trademark" as explained in [36] and [37] of the judgment in Ansul, it appears to me that genuine use for the purpose of the directive will be established.
>
> 49. A wholesale purchaser of goods bearing a particular trademark will, at least on the face of it, be relying upon the mark as a badge of origin just as much as a consumer who purchases such goods from a wholesaler. The fact that the wholesaler may be attracted by the mark because he believes that the consumer will be attracted by the mark does not call into question the fact that the mark is performing its essential function as between the producer and the wholesaler."

29. While EDA has not provided me with the size of the tea market in the UK, or the percentage market share enjoyed by EDA for the goods for which use has been claimed, being tea, I would expect that market to be substantial. I acknowledge that,

as per the principles outlined under paragraph 15 of this decision, use of the mark must be more than token, although that use need not always be quantitatively significant for it to be deemed genuine.[11] I also bear in mind that it is not for this Tribunal to assess economic success or large-scale commercial use, and that there is no *de minimis* rule - even minimal use may qualify as genuine use if it is use warranted, in the economic sector concerned, to maintain or create market shares for the relevant goods.[12]

30. I have considered the evidence as a whole, and while that evidence is somewhat limited, I consider it sufficient to demonstrate commercial exploitation of the "ARNIKA MEVLANA" mark in relation to tea, in the relevant territory during the relevant period.

Framing a fair specification

31. In *Merck KGaA v Merck Sharp & Dohme Corp & Ors*. [2017] EWCA Civ 1834, the Court of Appeal set out the proper approach to partial revocation, as follows:

> "245. First, it is necessary to identify the goods or services in relation to which the mark has been used during the relevant period.
>
> 246. Secondly, the goods or services for which the mark is registered must be considered. If the mark is registered for a category of goods or services which is sufficiently broad that it is possible to identify within it a number of subcategories capable of being viewed independently, use of the mark in relation to one or more of the subcategories will not constitute use of the mark in relation to all of the other subcategories.
>
> 247. Thirdly, it is not possible for a proprietor to use the mark in relation to all possible variations of a product or service. So care must be taken to ensure this exercise does not result in the proprietor being stripped of protection for goods or services which, though not the same as those for which use has been

[11] *Ansul* at [39]; *La Mer* at [21], [24] and [25]; *Sunrider* at [72] and [76]-[77]; *Leno* at [55].
[12] *Naazneen Investments Ltd v OHIM*, Case T-250/13 at [49].

proved, are not in essence different from them and cannot be distinguished from them other than in an arbitrary way.

248. Fourthly, these issues are to be considered having regard to the perception of the average consumer and the purpose and intended use of the products or services in issue. Ultimately it is the task of the tribunal to arrive at a fair specification of goods or services having regard to the use which has been made of the mark."

32. It is clear from the evidence that the tea in question is sourced from Ceylon, being the former colonial name of the country which is now known as Sri Lanka. However, I understand that tea from this region is still referred to as "Ceylon tea" and is recognised by its specific flavour profile, which is distinct from other tea varieties, such as green tea, rooibos or other herbal teas. As such, in line with the guidance given at paragraph 246 of *Merck* (shown above), I consider that a fair specification of the goods for which the mark may remain registered is "*Ceylon tea*".

CONCLUSION

33. As mentioned at paragraph 5 of this decision, EDA filed a defence of the registration in relation to some of its goods only in class 30, namely *Tea.* As such, the application for revocation of UK3144977, brought under section 46(1)(a) and 46(1)(b), succeeds in respect of the remaining, undefended goods in class 30, being *Coffee, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, edible ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice; sandwiches; prepared meals; pizzas, pies and pasta dishes*. Therefore, EDA's registration is revoked for these goods only with effect from the earliest date requested, being 9 April 2021.

34. Subject to any successful appeal, the application for revocation fails for the specific term "*Ceylon tea*" as outlined above under paragraph 32 of this decision. The trade mark remains registered for these goods only.

COSTS

35. In these proceedings, both parties have enjoyed a share of success, with the greater part of the success going to GORAN-TEE in its application for revocation of the contested mark. As such, it is, in principle, entitled to a contribution towards its costs based upon the scale published in Tribunal Practice Notice ("TPN") 1/2023. I have made a slight reduction to the costs to reflect the partial extent of the success. Applying the guidance in the TPN, I consider the following to be fair:

Official fee for filing an application for revocation:	£200
Preparing the application for revocation and considering the counterstatement:	£200
Considering the other side's evidence, and preparing written submissions in lieu of a hearing:	£600
Total:	**£1000**

36. I therefore order EDA QUALITY FOODS Ltd to pay GORAN-TEE Großhandel GmbH & Co. KG the sum of £1000. The above sum should be paid within twenty-one days of the expiry of the appeal period or, if there is an appeal, within twenty-one days of the conclusion of the appeal proceedings.

Dated this 5th day of November 2026

Suzanne Hitchings
For the Registrar,
the Comptroller-General