

TRADE MARKS ACT 1994

**IN THE MATTER OF APPLICATION 2472183
IN THE NAME OF AS & KS GHURA T/A CHURAN AND CO
IN RESPECT OF THE TRADE MARK:**

OSAKA RAW

AND

**OPPOSITION THERETO (NO 96798) BY
BEBE CLOTHING LTD**

TRADE MARKS ACT 1994

In the matter of application 2472183 in the name of AS & KS Ghura T/A Churan and Co to register a trade mark in class 25

and

Opposition thereto (No 96798) by Bebe Clothing Ltd

The background and the pleaded case

1) On 8 November 2007 AS & KS Ghura T/A Churan & Co (“I will refer to them by their trading name of “Churan”) applied to register the following trade mark for the following goods:



Mens, ladies, childrens clothing, footwear and head gear

The application was published in the Trade Marks Journal on 22 February 2008.

2) On 7 April 2008 Bebe Clothing Ltd (“Bebe”) opposed the registration of the above application. The opposition is against all of the goods sought to be registered. There is a single ground of opposition, namely under section 5(4(a) of the Trade Marks Act 1994 (“the Act”). Bebe claims that its “earlier right” OSAKA RAW:

“..was first used for clothing items for men, for 2 UK retailers and has been used for over 12 months.”

and

“This was first used in Jan of 2007 for goods to be delivered in April 2007. Artwork enclosed with file ref. Also we were developing styles and artwork in 2006”

Artwork such as neck labels were attached to the statement of case.

3) Churan filed a counterstatement denying the ground of opposition. Churan claims that it has been using the mark OSAKA RAW alongside its OSAKA TIGER brand for 10 years. This was because “raw (unwashed) jeans have been popular in a rich blue colour”. Churan claims that any confusion will be in reverse, presumably that Bebe’s goods will be believed to be those of Churan. Churan filed with its counterstatement a register entry dated 24 February 2008 from the European Institute for Economy and Commerce. This is a commercial register of

trade marks. As its date is after the filing date of Bebe's mark then this has little relevance. Other material was filed, together with a request that it not be passed to Bebe. This material was returned to Churan by the Intellectual Property Office with an explanation that the defense put forward in the counterstatement must be seen by the other side. Churan were advised that it was up to it whether it wished to file this material in the evidence rounds.

4) Both sides filed evidence. Neither party asked to be heard. Churan filed written submissions in lieu of hearing, Bebe did not.

The evidence

Bebe's evidence – witness statement of Nareth Jerath

5) Mr Jerath is Bebe's Chief Executive Officer. He explains that Bebe is a UK fashion house established in 1987.

6) Mr Jerath states that in July 2005 Bebe's designers commenced design work on a range of clothing incorporating the mark OSAKA RAW. He says that between July 2005 and April 2007 such clothing was presented to buyers from UK high street retailers with the consequence that a reputation was built up in the mark, such people recognising it as Bebe's "unregistered mark".

7) Mr Jerath states that since July 2007 the mark has been used extensively throughout the UK in high street stores. He says that the mark has been used in respect of: jackets, waistcoats, sweatshirts, hooded tops and jeans. He says that "680,000 of goods have been sold since July 2007". It is not clear whether this figure relates to turnover or to the number of items sold. Neither is it clear when the period of sales ended – if it is to date then such sales will include those from after the material date.

8) In April 2007 The Jean Scene Limited (of Livingston) ("The Jean Scene") placed orders with Bebe for Osaka Raw clothing. Mr Jerath says that this company is a UK high street retailer with around 60 stores throughout the UK. Another retailer, Madhouse UK Limited ("Madhouse"), is also referred to as placing orders and selling Osaka Raw clothing. No dates are mentioned in respect of this activity. Madhouse is said to have around 80 stores in the UK.

9) Mr Jerath states that whilst Churan do not supply Osaka Raw clothing to either The Jean Scene or Madhouse, it attended meetings with buyers at both companies' premises and that it is common for meetings to take place in rooms displaying sample rails of new clothing ranges. He says that since April 2007 Bebe's Osaka Raw clothing was displayed at the premises of The Jean Scene and Madhouse and during this time Churan attended meetings there and would have seen the Osaka Raw range on display. Mr Jerath also says that Churan attended meetings at Bebe's premises and that various items of clothing were on

display including Osaka Raw. He says that Churan were aware of Bebe's Osaka Raw clothing.

10) Mr Jerath states that he is not aware of any other use of OSAKA RAW other than by Bebe. He states that he first became aware of Churan's application when Bebe attempted to register the trade mark itself. A number of exhibits are provided to support Mr Jerath's statements, namely:

Exhibit BB1: These contain what Mr Jerath describes as designs produced by Bebe's designers. They include designs for labels, swing tags and the clothing items themselves. The clothing items include jeans, t-shirts, a zipped top and a hoodie. OSAKA RAW, in various formats, is shown on them. Most of these documents carry a box containing the designer's name and a date. The dates shown on these documents are: April 2007 (1 example), December 2006 (1), August 2005 (5), November 2006 (1), July 2005 (3), March 2006 (3) Feb 2006 (5), December 2006 (3) and November 2006 (3).

Exhibit BB2: These contain what Mr Jerath describes as purchase orders for The Jean Scene. They are headed "PURCHASE ORDER" and appear to have been produced by Bebe. They have Bebe's address and company details printed in the top right of the document. The customer name on each is The Jean Scene. Each document also lists a supplier which is either Goldbond Industries Ltd or Wellco Company, both of whom are based in Hong Kong. The documents have the following dates: April 2007 (6), August 2007 (5), September 2007 (4) and December 2007 (3). They are for either jeans or cords. Each purchase is for 2000 items. The purchase order has a "CUSTOMER O/N" which includes OSAKA RAW but often with an additional word e.g. "docherty", "burgess", "Sergio", "foster", "shadow", "satisfacti", "satanic", "paint", "majesty", "rooster", "coral It", "Jarvis lig", "rocky", "slippy" and "tornado". Some, but not all, have further references to OSAKA RAW.

Exhibit BB3: These also contain what Mr Jerath describes as purchase orders for The Jean Scene. The documents contain: A purchase order form as per BB2 from April 2007 for an OSAKA MINOTOUR HOODY (no mention of Osaka Raw); various hand written "JEANSCENE PURCHASE ORDER FORMS" (with Bebe as supplier) from April 2007 for an Osaka Bass WAIST COAT (puffa style) (no mention of Osaka Raw), another from April 2007 for an Osaka Snare waist coat (no mention of Osaka Raw), another from April 2007 for Osaka Snare jacket and waistcoat (no mention of Osaka Raw), one from July 2007 for jackets referred to as Osaka Raw Echo and Osaka Raw Primal, another from January 2008 for Osaka Raw Primal jackets, another from January 2008 for Osaka Raw Connect jackets, another from February 2008 for Osaka Raw Leary and Osaka Raw Hicks hoodies, another from February 2008 for Osaka Raw Leary and Osaka Raw Saturn hoodies and another Osaka Raw Jupiter garment (the product type is not legible). Finally, another purchase order, as per exhibit BB2, from November 2007 for Osaka Raw Williams Zip hoodies.

Exhibit BB4: These contain what Mr Jerath describes as purchasers orders for Madhouse. Most are of the type shown in exhibit BB2. One is from June 2007 in respect of 1680 pairs of jeans (the second page refers to OSAKA RAW albeit the label is to be slightly amended for Madhouse), four are from September 2007 in respect of jeans (again, the second pages of each refer to Osaka Raw). Two further documents are: an order form between Bebe and Madhouse for 1680 pairs of jeans with OSAKA RAW identified as the label – the delivery date is 10 October 2007. The other document is a delivery note issued by Bebe to Madhouse for 1680 pairs of jeans (Men's Osaka Raw Knee Patch Jean), the invoice date is 22 October 2007.

Bebe's evidence – witness statement of Sunny Tulli

11) Mr Tulli is The Jean Scene's director. He says that the Jean Scene is a retail outlet for men's and women's fashion having 45 outlets over the UK and Ireland.

12) Mr Tulli says that he first became aware of OSAKA RAW in September 2007 when it was developed by Bebe for The Jean Scene for clothing to be sold in its stores. The reference to the year 2007 appears to be a mistake because he then says that The Jean Scene began purchasing OSAKA RAW clothing in April 2007 which was then sold through its stores.

13) Mr Tulli states that in meeting rooms at its offices new clothing ranges are displayed and OSAKA RAW was displayed from September 2006 (this clarifies that the reference to 2007 in the preceding paragraph was simply a mistake), he says that:

“Apinder, of Churan & Co attended meetings at our offices on various occasions during 2007 and would have seen Bebe Clothing's “OSAKA RAW” range, plus in our stores”

14) Mr Tulli says that he knows of no other suppliers or retailers using the mark OSAKA RAW, that he associates it with Bebe and he believes that others in the field would recognise the mark as Bebe's range of clothing.

Churan's evidence – witness statement of Apinder S Ghura

15) Mr Ghura is a partner in Churan and has been since 1993. He explains that garments have been produced by a sister company called Chan Casuals Ltd, an authorized producer using “our” OSAKA RAW label for some years. He refers to various exhibits namely:

B1 & B2: These are physical samples of jeans. B1 has two swing tags which contain the words OSAKA TIGER RAW. There is also a removable cardboard label on the pocket carrying the same words. A permanent belt label carries the words OSAKA TIGER. Stitched into the garment, just above the right hand rear

pocket, are the words OSAKA RAW. B2 has no swing tags. It has a permanent belt label at the top of which is the word OSAKA (underlined in red) and at the bottom of which is the word RAW. The elements have a large space between them.

C1-C7: These are what Mr Ghura refers to as “label instructions” issued to the factories where Churan’s goods are produced to show where the labels should be placed. The majority of the labels are for the words OSAKA TIGER RAW or OSAKA TIGER with a separate element RAW. One label is as per B2 which, for ease of explanation, I have replicated below:



None of the above are dated.

Exhibit D1 is a sales invoice between Chan Casuals Ltd and The Officers Club. It is from November 2008. It is said to be in relation to the jeans shown in B1. The invoice carries the words OSAKA RAW JEAN.

Exhibit D2 is an invoice between the same parties from December 2003. It carries the words OSAKA TIGER RAW. A similar invoice (this time to Peacock Group Plc) is shown in D3.

16) Mr Ghura notes (from Mr Jerath’s evidence) that OSAKA RAW garments are said to have been submitted to buyers from July 2005 (and that a reputation is said to have been established) but they were not in circulation until July 2007. He highlights the short date between actual circulation and the date of the opposition. He highlights that Churan’s application followed four years or so of use and, therefore, the supply by Bebe is, effectively, use of Churan’s mark without a licence to do so.

17) Mr Ghura states that he is the director who works with Madhouse and The Jean Scene and at no time was he shown any OSAKA RAW garments by either company and that no garments were on show. He says that the meeting room of The Jean Scene is a bare room containing only tables and chairs and that Mr

Tulli does not allow suppliers to view each other's products. He says that the first time he became aware of Bebe's use was when he was informed of it by the principal director of Madhouse in late 2007 or early 2008.

18) Mr Ghura states that Bebe's circulation from 2007 onwards is fairly limited in relation to the UK population, thereby limiting potential reputation. He also states that The Jean Scene has the majority of its outlets in Southern Ireland.

19) Mr Ghura then recounts a meeting that he had with Mr Tulli (of The Jean Scene) on 19 September 2006. He states that Mr Tulli asked Churan to supply OSAKA TIGER goods, but Mr Ghura refused because another customer was being supplied. He was then asked to supply OSAKA RAW branded goods but this was also refused by Mr Ghura because such use was tied to OSAKA TIGER. He did though agree to supply OSAKA branded goods as this name could be freely used by all. Photographs of the OSAKA goods which were subsequently supplied are provided, together with an invoice from April 2007, to support this. Mr Ghura claims that in early 2007 Mr Tulli approached Boi Trading Ltd (the director being Mr Grewal) to produce OSAKA RAW garments. Mr Grewal apparently refused to supply on account of Churan's use – all of this was informed to Mr Ghura by Mr Grewal sometime in 2007. He says that it is obvious that Mr Tulli then subsequently approached Bebe.

20) In relation to Mr Tulli's claim that clothing will be displayed in his premises, he does not disagree, but repeats his view that his meetings took place in a bare meeting room. Mr Ghura says that he has never visited The Jean Scene's stores because they are mainly based in Southern Ireland. He highlights the inconsistencies in the dates that Mr Tulli refers to (as I highlighted earlier in paragraph 12).

The legislation and the law

21) Section 5(4)(a) of the Act reads:

“A trade mark shall not be registered if, or to the extent that, its use in the United Kingdom is liable to be prevented –

(a) by virtue of any rule of law (in particular, the law of passing off) protecting an unregistered trade mark or other sign used in the course of trade, or

(b)

A person thus entitled to prevent the use of a trade mark is referred to in this Act as the proprietor of an “earlier right” in relation to the trade mark.”

22) The claim relates to the law of passing-off. There are three elements (often referred to as “the classic trinity”) to consider in a claim for passing-off, namely: 1) goodwill, 2) misrepresentation and 3) damage. In *Reckitt & Colman Products Ltd v Borden Inc* [1990] R.P.C.341, Lord Oliver summarised the position quite succinctly when he stated:

“The law of passing off can be summarised in one short general proposition--no man may pass off his goods as those of another. More specifically, it maybe expressed in terms of the elements which the plaintiff in such an action has to prove in order to succeed. These are three in number. First he must establish a goodwill or reputation attached to the goods or services which he supplies in the mind of the purchasing public by association with the identifying 'get-up' (whether it consists simply of a brand name or trade description, or the individual features of labeling or packaging) under which his particular goods or services are offered to the public, such that the get-up is recognised by the public as distinctive specifically of the plaintiff's goods or services. Secondly, he must demonstrate a misrepresentation by the defendant to the public (whether or not intentional) leading or likely to lead the public to believe that goods or services offered by him are the goods or services of the plaintiff...Thirdly he must demonstrate that he suffers, or in a quia timet action that he is likely to suffer, damage by reason of the erroneous belief engendered by the defendant's misrepresentation that the source of the defendant's goods or services is the same as the source of those offered by the plaintiff.”

23) In relation to goodwill, this was explained in *Inland Revenue Commissioners v Muller & Co's Margarine Ltd* [1901] AC 217 at 223 as:

“What is goodwill? It is a thing very easy to describe, very difficult to define. It is the benefit and advantage of the good name, reputation and connection of a business. It is the attractive force which brings in custom. It is the one thing which distinguishes an old-established business from a new business at its first.”

24) It is also noteworthy from the relevant case-law that to qualify for protection under the law of passing-off, any goodwill must be of more than a trivial nature¹. However, being a small player does not prevent the law of passing-off from being relied upon - it can be used to protect a limited goodwill². In relation to goodwill, this can exist not only with the public who come to buy the goods, but also with other traders and retailers (see *Ewing v Buttercup Margarine Co Ltd* [1917] 34

¹ Hart v Relentless Records [2002] E.W.H.C. 1984

² See, for instance, *Stannard v Reay* [1967] F.S.R. 140, *Teleworks v Telework Group* [2002] R.P.C. and *Stacey v 2020 Communications* [1991] F.S.R. 49).

RPC 232). This is important because Bebe claims to have built up a goodwill with the trade (retail trade buyers etc.) as well as with the public.

The material date and the relevance of pre-application use

25) Dates are important in passing-off cases. Matters must be judged at a material date. In the judgment of the General Court in *Last Minute Network Ltd v Office for Harmonization in the Internal Market (Trade Marks and Designs) (OHIM)* Joined Cases T-114/07 and T-115/07 it was stated:

“50 First, there was goodwill or reputation attached to the services offered by LMN in the mind of the relevant public by association with their get-up. In an action for passing off, that reputation must be established at the date on which the defendant began to offer his goods or services (Cadbury Schweppes v Pub Squash (1981) R.P.C. 429).

51 However, according to Article 8(4) of Regulation No 40/94 the relevant date is not that date, but the date on which the application for a Community trade mark was filed, since it requires that an applicant seeking a declaration of invalidity has acquired rights over its non registered national mark before the date of filing, in this case 11 March 2000.”

26) The material date is, therefore, the date of filing of the trade mark in question, namely 8 November 2007. Bebe must have been able to succeed in a passing-off claim and possessed protectable goodwill at such a date. However, if Churan had used its OSAKA RAW mark before the material date then this must also be taken into account. It could establish that Churan is the senior user, or that there has been common law acquiescence or that the status quo should not be disturbed as the parties have a concurrent goodwill³. All of this could mean that Bebe could not have prevented the use of Churan’s mark under the law of passing-off at the material date. To explain the scenario, it is useful to consider the words of Mr Geoffrey Hobbs QC (sitting as the Appointed Person) in *Croom’s Trade Mark Application* where he stated:

“When rival claims are raised with regard to the right to use a trade mark, the rights of the rival claimants fall to be resolved on the basis that within the area of conflict:

- (a) the senior user prevails over the junior user;
- (b) the junior user cannot deny the senior user’s rights;
- (c) the senior user can challenge the junior user unless and until it is inequitable for him to do so.”

³ See, for instance: *Croom’s Trade Mark Application* [2005] R.P.C. 2 and *Daimlerchrysler AG v Javid Alavi (T/A Merc)* [2001] R.P.C. 42.

27) Churan claims to be the senior user of OSAKA RAW and that any confusion (or more accurately, in the context of passing-off, any misrepresentation) will be in reserve. In other words, Bebe's use will be taken to be the use of Churan rather than Churan's use being taken to be that of Bebe. If Churan is the senior user then Bebe's opposition is bound to fail. Whether this is the case requires substantiation from the evidence.

28) Churan's evidence shows that it predominantly uses the sign OSAKA TIGER RAW or OSAKA TIGER with a separate element RAW. This does not show a senior or concurrent use of OSAKA RAW. I note that the pair of jeans in BB1 has OSAKA RAW stitched into them but the invoice provided in relation to this garment comes from November 2008 which is after the material date. There is no evidence to support that jeans with this form of stitching were sold before the material date. The other invoice provided shows OSAKA TIGER RAW so I can only assume that these were for garments bearing the OSAKA TIGER RAW labels. There is, of course, the label I depicted in paragraph 15 above, but there is no evidence to show when garments bearing such labels were produced and sold and, in any event, the nature of this use is of two separate elements and does not support use of the sign OSAKA RAW itself. It would not have been a problem had OSAKA RAW been used alongside or in conjunction with OSAKA TIGER, the problem is that there is no evidence to support the use of OSAKA RAW itself before Churan made its application. The fact that Bebe's sign has the word OSAKA in it is not significant because Mr Ghura himself states that this word can be freely used by all. **In view of all this, Churan cannot be considered as the senior user of OSAKA RAW nor has a concurrent goodwill been established.**

Did Bebe have a protectable goodwill at the material date?

29) Irrespective of my findings in relation to Churan's use, Bebe must establish that it had a protectable goodwill as of 8 November 2007. Mr Ghura notes i) the very short period of time in which Bebe's goods have been in circulation, ii) that such use must be limited when measured against the context of the UK public as a whole, iii) that The Jean Scene are based primarily in Southern Ireland, and iv) that there could be no goodwill prior to public circulation. All these points have been borne in mind.

30) As I stated at paragraph 24, Bebe may have a goodwill with either the trade or the public. I will consider, in the first instance, the position with regards the trade. Bebe claims in its evidence that goods bearing the mark OSAKA RAW have been made available to buyers since July 2005. Whilst evidence of product design has been provided, three examples of which go back this far, there is no evidence as to the method by which buyers encountered goods bearing the mark, there is no evidence as to who such buyers were, how many there were, or where they were located. There is no evidence of any trade advertising. There is no evidence that a single sale was made (until those to The Jean Scene and,

slightly later, to Madhouse) which seems surprising given that such use is claimed to have taken place from July 2005. This is no more than a bare claim. It is the job of the tribunal to examine the facts and circumstances of any use in order to inform itself as to whether a goodwill has been created. There is nothing to support the existence of any goodwill on the basis of this claim alone.

31) I next consider whether the sales made to The Jean Scene and Madhouse will have created a goodwill of which Bebe can benefit. In terms of the sales to The Jean Scene, Mr Jareth stated that, in April 2007, The Jean Scene placed orders with Bebe for Osaka Raw clothing and that this company is a UK high street retailer with around 60 stores throughout the UK. Mr Tulli, The Jean Scene's director, described the company as a retail outlet for men's and women's fashion having 45 outlets over the UK and Ireland. Mr Ghura, though, gave evidence that The Jean Scene has the majority of its outlets in the Republic of Ireland and that he has never visited a store because of this. Bebe did not respond to Mr Ghura's evidence to explain what proportion of The Jean Scene's stores were in the UK, nevertheless, it must be accepted that some of them were in the UK even if it is not the majority. How many, though, is not clear. However, Mr Jareth stated that The Jean Scene is "of Livingston". This claim is not commented upon by Mr Ghura. Livingston is a Scottish town (I am not aware of one in the Republic of Ireland) which is within jurisdiction. Therefore, the situation is one of two UK based companies dealing with each other in the supply of OSAKA RAW goods even if the retailer then sells some of those goods through its stores in the Republic of Ireland. The business dealing itself is within the UK. Furthermore, ignoring the purchase orders etc. that are from after the material date, The Jean Scene have placed a number of orders between April 2007 and the material date, orders that equate to a not insignificant number of products.

32) In terms of sales to Madhouse, these started in June 2007 and also continued up to the material date (documents are provided from June, September and October 2007). Again, the numbers involved are not insignificant although they appear to be less than the sales to The Jean Scene. There is no challenge here to Mr Jareth's claim that Madhouse is a UK wide retailer. When the sales to The Jean Scene and Madhouse are considered together, they represent a business interest that is far from trivial. It is not a huge business but a reasonable one. The business is not longstanding but, multiple orders have been placed by the retailers which is indicative of repeat custom. The repeat custom relates to OSAKA RAW goods. It is clear, therefore, that this fits within the defined parameters of goodwill. **It is my finding that at the material date Bebe's business associated with the sale of OSAKA RAW goods had a protectable goodwill with retailers.**

33) I am less convinced that Bebe had a protectable goodwill with the end consumer. The question mark over the location of The Jean Scene's outlets remains. In relation to the sales to Madhouse, they were just a few months short of the material date and it cannot be inferred that these goods hit the shelves and

were purchased. This is illustrated by the fact that sales at The Jean Scene's outlets did not take place until July 2007 despite orders being placed in March. It is not reasonable, therefore, to infer that sales in Madhouse's outlets began before the material date on the basis of orders made in June 2007. Mr Jareth's claim to goods being sold to the public lacks detail and is not contextualized against the material date. **Bebe has not shown that it had a protectable goodwill with the public at the material date.**

Misrepresentation and damage

34) Little needs to be said under these headings. This is because having found that Bebe had a protectable goodwill at the material date, misrepresentation is inevitable given that the mark sought to be registered is virtually identical to the words OSAKA RAW which is a sign indicative of Bebe's goodwill. The only difference in the applied for mark is its stylization which, in my view, will do little to avoid the mark and the sign being confused. Furthermore, there is also a clear overlap in terms of the goods, not just in what the respective businesses actually provide, but, more importantly, in terms of the goods sought to be registered by Churan. The goods include within their ambit goods which Bebe have sold or which are (in terms of footwear and headgear) closely related. This in turn could damage Bebe's business through a direct loss of sales e.g. retailers could purchase OSAKA RAW clothing from Churan instead of Bebe. The evidence of both sides refers to the meetings that Mr Ghura attended at the premises of Bebe/The Jean Scene/Madhouse and whether Mr Ghura was aware of Bebe's use. For the record, the evidence does not establish that Mr Ghura knew of Bebe's use until later, but the point does not alter any of the above findings. Whilst an intention to pass-off is a relevant factor, it is not a prerequisite.

35) One final point I should touch on before concluding is any claim that Bebe would not have been able to seek a claim for passing-off because of its own conduct. The principle is that those who come for an equitable relief should come with clean hands (often referred to by the Latin phrase "*ex turpi causa*"). Although Churan have not expressly relied upon this point, its evidence is that The Jean Scene asked Churan to produce Osaka Raw clothing for it, but such a request was declined. Churan then produced OSAKA branded clothing for it instead. This was around the time when The Jean Scene had its first dealings regarding OSAKA RAW with Bebe. However, The Jean Scene is not the opponent, it is merely one of the opponent's customers. What Bebe knew, even if its sale of OSAKA RAW goods were prompted by The Jean Scene's encouragement, is not clear. Furthermore, the evidence shows that it had already started designing OSAKA RAW goods by this point. There is, therefore, nothing to suggest that Bebe have acted in a way which would have prevented them from seeking a claim in passing-off. **Bebe's ground of opposition under section 5(4)(a) of the Act succeeds.**

Costs

36) Bebe has been successful and is entitled to a contribution towards its costs. Bebe has not, though, been professionally represented in these proceedings so I reduce by 50% (save in respect of the opposition fee) what I may otherwise have awarded. I hereby award AS & KS Ghura T/A Churan and Co (being jointly and severally liable) to pay Bebe Clothing Ltd the sum of £850. This sum is calculated as follows:

Preparing a statement and considering the other side's statement
£250

Opposition fee
£200

Filing evidence and considering the other side's evidence
£400

37) The above sum should be paid within seven days of the expiry of the appeal period or within seven days of the final determination of this case if any appeal against this decision is unsuccessful

Dated this 07 day of February 2011

**Oliver Morris
For the Registrar,
The Comptroller-General**