

IN THE CENTRAL LONDON COUNTY COURT
BEFORE: HHJ BAUCHER

Case No: G04YJ420

Date: 17th November 2023

SHAHIN MAJEED MOURADI

Claimant

and

TESCO STORES LIMITED

Defendant/Part 20 Claimant

and

MANISH PARMAR

First Part 20 Defendant

and

TAWFEEQ ABDULWAHID TAWFEEQ

Second Part 20 Defendant

and

JUMANA NUSSEIBEH

Third Part 20 Defendant

Mr Aaron Pulford (instructed by Keoghs LLP) for the Defendant and Part 20 Claimant

Neither Mr Mouradi nor Mr Tawfeeq attended the trial

Hearing dates: 3rd and 5th October 2023

(All judgments in the 5 linked trials were sent for editorial correction after conclusion of the final linked trial on the 31st October)

HHJ BAUCHER:**Introduction**

1. In the ordinary course of events this would be an unremarkable claim for damages sustained in a road traffic accident on the 5th October 2019. The pleaded claim is that the Claimant, Mr Mouradi, was driving his Mercedes-Benz motor vehicle registration number KD15 RVO along Enfield Road when the Defendant's delivery driver, Mr Parmar, drove Tesco's vehicle BD65XNX out of a side road colliding with the Claimant's vehicle. The usual allegations of negligence are pleaded. Initially the Defendant admitted its driver, Mr Parmar, failed to stop at give way lines at the junction and collided with the nearside of the Mercedes. However, on the 24th November 2020 the Defendant applied to amend its Defence to plead the Claimant had been fraudulent and or fundamentally dishonest. The Defendant also raised a Counterclaim and Part 20 claims against Mr Parmar, Mr Tawfeeq and Ms Nusseibeh for the torts of conspiracy and deceit. The Defendant also identified a further litigated 12 cases which are linked to this action and other non-litigated linked cases as per the table below:

CASE NUMBER	LITIGATED ACTIONS
1	Mazlum Bahceci v Tesco Stores Limited v Samatar Jama
2	Mohamed Namdar v Tesco Stores Limited v Manish Parmar
3	Hanaa Alghafagi v Tesco Stores Limited v Donovan Rose (1) Zhraa Alghafagi (2) Zina Alghafagi (3)
4	Shireen Morgan v Sunil Shah(1) Tesco Stores Ltd (2)

5	Tesco Stores Limited v Shima Khattawi (1) Darran Taylor (2)
6	Adel Motlaghi Sayahi (1) Amineh Mohavi (2) v Tesco Stores Limited v Reyhan Safi
7	Shahin Majid Mouradi v Tesco Stores Limited v Manish Parmar (1) Tawfeeq Abdulwahid Tawfeeq (2) Jumana Nusseibeh (3)
8	Grzegorz Collins v Tesco Stores Limited v Darran Taylor
9	Alexander Reed v Tesco Stores Limited v Mubarik Quaje
10	Safaa Jasim v Tesco Stores Limited v Darran Taylor
11	Hashim Al- Hashim (1) Zainab Mohamed (2) v Tesco Stores Limited v Darran Taylor
12	Mohamed Baktiyar Abdulla v Tesco Stores Limited v Manish Parmar
13	Eda Yaman v Manish Parmar (1) Tesco Stores Limited (2) v Mustafa Zada
	PRE-LITIGATED ACTIONS
14	Bower Lally v Tesco Stores Limited (Tesco Driver – Ramy El-Fayoumi)
15	Bower Lally v Tesco Stores Limited (Tesco Driver – Owen Reason)
16	Rinas Ahmed v Tesco Stores Limited (Tesco Driver – Rakesh Lakhman)
17	Bernardo Picari (1) Guxim Symltaj v Tesco Stores Limited (Tesco Driver – Rakesh Lakhman)

18	Waleed Hayder Mohamed v Tesco Stores Limited (Tesco Driver – Samatar Jama)
19	Saman Hussain v Tesco Stores Limited (Tesco Driver – Donovan Rose)
20	Abdul Gader Allenizi (1) Richard Feghaly (2) v Tesco Stores Limited (Tesco Driver – Donovan Rose)
21	Mohamed Almaki (1) Salem Almaki (2) v Tesco Stores Limited (Tesco Driver – Donovan Rose)
22	Oktan Yagli v Tesco Stores Limited (Tesco Driver – Reyhan Safi)
23	Ahmed Khalil v Tesco Stores Limited (Tesco Driver – Samatar Jama)
24	Hayder Garousi v Tesco Stores Limited (Tesco Driver – Reyhan Safi)
25	Florin Danila v Tesco Stores Limited (Tesco Driver – Darran Taylor)
26	Ali Al- Shamary v Tesco Stores Limited (Tesco Driver – Reyhan Safi)
27	Ibrahim Nour v Tesco Stores Limited (Tesco Driver – Ajay Bangar)
28	Florin Danila V Tesco Stores Limited (Tesco driver- Manish Parmar)
29	Monika Rogaliwicz (1) Sebastian Rogaliwicz (2) v Tesco Stores Limited (Tesco Driver – Rachidy Alkilmaki)

30	Tariq Faris (1) Rawan Abbas (2) v Tesco Stores Limited (Tesco Driver – Rachidy Alkilmaki)
31	Habib Said (1) Mwenye Madasheeky (2) v Tesco Stores Limited (Tesco Driver – Samatar Jama)
32	Uwe Kirschner v Tesco Stores Limited (Tesco Driver – Mubarik Quaje)

2. Proceedings were subsequently stayed against Mr Parmar and Ms Nusseibeh. However, for reasons that will become evident they remain involved in these proceedings. For the sake of clarity, I therefore propose to call the parties by their names as opposed by reference to their identity in the pleadings.
3. Mr Mouradi faces contempt proceedings in the High Court which have been stayed pending the resolution of this claim. He attended at various pre-trial hearings but failed to attend trial. Mr Tawfeeq attended the hearing on its first day, when only the video technology and remote witness room were being tested. He too then failed to attend the hearing. I proceeded to hear the evidence in relation to the trial of the Counterclaim and Part 20 assessment of damages in their absence.
4. Mr Mouradi provided a Statutory Declaration and two witness statements. However, at a preliminary hearing before me on the 22nd September 2022 Mr Mouradi indicated he would like to withdraw his claim and given his failure to engage with the litigation his claim was struck out leaving this matter to proceed against him on the counterclaim. Judgment was entered against Mr Tawfeeq on the Part 20 claim on 27th September 2021 and therefore that claim proceeded to an assessment of damages hearing.
5. I heard oral evidence on behalf of Tesco from Mr Parmar, Ms Nusseibeh, Mr Douglas and Mr Maberly. Mr Parmar and Ms Nusseibeh had the benefit of legal representation. Both witnesses were given a warning about self- incrimination,

after they were sworn, and before they attested to the truth of the contents of their witness statements.

6. Mr Pulford appeared on behalf of Tesco. I am grateful for the careful manner in which he presented the claim conscious of his overriding duty to the court.
7. Tesco's case is that the accident on the 5th October was staged by Mr Mouradi, Mr Tawfeeq and Mr Parmar assisted by other unknown individuals and this accident was, but one, of a series of targeted staged accidents involving drivers employed at the Greenford depot to recover compensation from Tesco. Whilst Tesco invited the court to consider what was described as the "linked evidence" Tesco's primary contention is that the case is proved on the confession evidence of their driver and other primary evidence, and that by their actions Mr Mouradi and Mr Tawfeeq have engaged in conspiracy and the tort of deceit.

Dramatis Personae

8. The following individuals featured in the claim:

Shahin Mouradi	Claimant	Driver or passenger
Manish Parmar	Part 20 Defendant	Tesco driver
Tawfeeq	Part 20 Defendant	Driver or passenger
Jumana Nusseibeh	Part 20 Defendant	Alleged passenger
Mohamed Suleman	Witness	Tesco driver
Stalin Salazar	Witness	Tesco driver
Krzysztof Palenta	Witness	Tesco driver

Graham Douglas	Witness	Fraud Analyst
Julie Hawkins	Witness	Tesco Legal Manager
Mark Maberly	Witness	Tesco Corporate Investigations Manager
Karen Caramiello	Expert	Handwriting expert

The pleaded claims in tort and deceit

9. Given the nature of the claim it is necessary to set out the substance of the pleaded Counterclaim and Part 20 proceedings in some detail at paragraphs 19-21:

“19. The Defendant avers that the Claimant and/or in the alternative the Second Part 20 Defendant and the First Part 20 Defendant intentionally drove into collision with one another, with the express intention of enabling the Claimant, the Second Part 20 Defendant and the Third Part 20 Defendant to pursue a claim against the Defendant.

20. The collision occurred in circumstances where the Claimant and/or in the alternative the Second Part 20 Defendant and the First Part 20 Defendant were both acting unlawfully in that they caused damage to the Defendant’s property.

21. Further, the Claimant and/or in the alternative the Second Part 20 Defendant, the Third Part 20 Defendant and the First Part 20 Defendant conspired with each other and/or other persons whose names are presently unknown to the Defendant, to cause the Defendant loss by each presenting dishonest claims for damages.”

10. And continuing at paragraphs 41-55:

“41. The Claimant has made false statements by himself within his Claims Notification Form, Claim Form, Particulars of Claim, intending that the Defendant would rely and act upon the same.

42. The First Part 20 Defendant has made false statements directly to the Defendant and within the accident report form and within his account of the collision, intending that the Defendant would rely and act upon the same.

43. The Second Part 20 Defendant has made false statements within his Claims Notification Form and to his medical expert Dr Arun Bagga, intending that the Defendant would rely and act upon the same.

44. The Third Part 20 Defendant has made false statements within his Claims Notification Form and to his medical expert Dr Jennifer Ashdown, intending that the Defendant would rely and act upon the same.

45. Induced by, and acting in reliance upon the representations of the Claimant and/or the First Part 20 Defendant and/or the Second Part 20 Defendant and/or the Third Part 20 Defendant, the Defendant has been faced with and required to investigate and respond to two claims.

46. The Claimant, the Second Part 20 Defendant and and/or the Third Part 20 Defendant along with the First Part 20 Defendant have perpetrated a deceit in alleging the facts of the accident were such as to make the Defendant liable for the actions of the First Part 20 Defendant. Such deceit as referred to above has caused the Defendant to expend time, money and resource in investigating the collision, in order to uncover the true cause of the collision. Accordingly, separate and collective deceptions of the Claimant, Second Part 20 Defendant, Third Part 20 Defendant and the First Part 20 Defendant have separately and together caused the Defendant losses.

47. The Claimant made the representations fraudulently in that he knew they were false or was reckless as to whether they were true. The Claimant has relied upon those falsehoods to seek damages from the Defendant and in so doing has caused the Defendant to invest time and money to deal with this claim and to incur the cost of repairing its own vehicle damage.

48. The First Part 20 Defendant made representations fraudulently in that he knew they were false or was reckless as to whether they were true. The Defendant has relied upon those falsehoods when dealing with the Claimant's claim and in so doing has caused the Defendant to invest time and money to deal with this claim and to incur the cost of repairing its own vehicle damage.

49. The Second Part 20 Defendant made the representations fraudulently in that he knew they were false or was reckless as to whether they were true. The Second Part 20 Defendant has relied upon those falsehoods to seek damages from the Defendant and in so doing has caused the Defendant to invest time and money to deal with this claim and to incur the cost of repairing its own vehicle damage.

50. The Third Part 20 Defendant made the representations fraudulently in that he knew they were false or was reckless as to whether they were true. The Third Part 20 Defendant has relied upon those falsehoods to seek damages from

the Defendant and in so doing has caused the Defendant to invest time and money to deal with this claim and to incur the cost of repairing its own vehicle damage.

51. Further, the Claimant's Vehicle collided with the Defendant's Vehicle, causing damage and loss to the Defendant's vehicle.

Tort of Conspiracy

52. On or before 05 October 2019, the Claimant, Second Part 20 Defendant, the Third Part 20 Defendant and/or the First Part 20 Defendant with each other and/or other persons whose names are presently unknown to the Defendant (or any two or more together), conspired and combined together wrongfully and with the sole or predominant intention of injuring the Defendant and/or of causing loss to the Defendant by facilitating damage to the Defendant's Vehicle and loss to the Defendant's business.

53. Pursuant to and in furtherance of the conspiracy pleaded at paragraph 52 above, the Claimant, the Second Part 20 Defendant, the Third Part 20 Defendant and/or the First Part 20 Defendant, with each other and/or other persons whose names are presently unknown to the Defendant (or any two or more together) did the following by which the Defendant was injured:

- i. Drove into collision:
- ii. Gave false accounts of the cause of the collision
- iii. Gave accounts of the collision which were intended to cause the Defendant to accept responsibility for the collision.

54. As a result of the Claimant, the Second Part 20 Defendant. The Third Part 20 Defendant and/or the First Part 20 Defendant's conspiracy, as set out in paragraphs 52 and 53 above, the Defendant has suffered loss and damage, in that the Defendant has incurred the cost of repairing its vehicle, the cost of responding to and investigating the claim by the Claimant, the Second Part 20 Defendant and the Third Part 20 Defendant, and the Defendant will continue to suffer loss and damage until the claim is concluded.

55. As a result of the matters set out above, the Defendant has suffered loss and damage."

11. Neither Mr Mouradi nor Mr Tawfeeq formally responded to the pleadings.

The law

12. Mr Pulford set out in his opening written submissions the relevant legal framework which I consider uncontroversial. I accordingly gratefully adopt his summary in paragraphs 13 –32.

Deceit

13. For a claim to succeed in the tort of deceit Tesco must prove, on the balance of probabilities¹, that Mr Mouradi and Mr Tawfeeq made a false statement of fact knowingly or recklessly, with the intention that it should be acted upon by Tesco, who suffered damage as a result.
14. A 'representation' must :1) be a statement (written or oral) or conduct amounting to a representation: 2) which is false.
15. A representation may be either express or implied from conduct². Adopting the representation of a third party can be sufficient³. Where an issue arises as to whether a representation is true or not, the court normally looks to the reasonable meaning of what the defendant said⁴.
16. For the tort of deceit to be actionable it is not enough that Mr Mouradi and Mr Tawfeeq were negligent as to whether the representation was false. They must have made the statement:
 - i. knowingly,
 - ii. without belief in its truth, or
 - iii. recklessly...⁵. This is a subjective test as it relates to the Defendant's actual knowledge and state of mind. Although the unreasonableness of the grounds of the belief will not of itself support an action for deceit, it

¹As the Court of Appeal made it clear in *Hornal v Neuberger Products Ltd* [1957] 1 Q.B. 247. See too *Otkritie International Investment Management Ltd v Urumov* [2014] EWHC 191 (Comm) at [84]–[91] (Eder J).

² *Whyfe v Michael Cullen & Partners* [1993] E.G.C.S. 193 and *ED&F Man Capital Markets Ltd v Come Harvest Holdings Ltd* [2022] EWHC 229 (Comm) at [427] (Calver J).

³ In *Libyan Investment Authority v King* [2020] EWHC 440 (Ch) at [123]–[126] and In *ED&F Man Capital Markets Ltd v Come Harvest Holdings Ltd* [2022] EWHC 229 (Comm) at [427].

⁴*Barley v Muir* [2018] EWHC 619 (QB) at [177] (Soole J)

⁵ *Derry v Peek* (1889) 14 App. Cas. 337

will of course be evidence from which fraud may be inferred. As Lord Herschell pointed out, there must be many cases:

*“where the fact that an alleged belief was destitute of all reasonable foundation would suffice of itself to convince the court that it was not really entertained, and that the representation was a fraudulent one.”*⁶

17. It makes no material difference if the representation was made to Tesco directly; so too with a statement made to someone known to be acting as agent for Tesco⁷. Equally, a representation made to a third party with intent that it be passed on to Tesco to be acted on by them will equally suffice⁸.
18. Reliance upon the representation: Tesco must prove that it relied on the representation and that Mr Mouradi and Mr Tawfeeq intended Tesco to rely on it⁹.
19. Damage or loss must have been suffered because of the deceit. The representation does not need to have been the sole reason leading to the Tesco’s loss, but it must have been one of the factors which together led to the loss. It is important to note there is clear authority that where a Claimant proves that he has been deceived into expending money the burden shifts to the Defendant - if he wishes to argue that the expenditure did not in fact amount to a loss to the Claimant¹⁰.

Conspiracy

20. There are two forms of conspiracy; unlawful means conspiracy and lawful means conspiracy but given the circumstances of this claim only unlawful means conspiracy has any application.

⁶ As above at 376

⁷ *OMV Petrom SA v Glencore International AG* [2015] EWHC 666 (Comm)

⁸ *Barry v Croskey* (1861) 2 J. & H. 1, 23) approved by Lord Cairns in *Peek v Gurney* (1873) 6 H.L. 377 at 412

⁹ *Zagora Management Ltd v Zurich Insurance Plc* [2019] EWHC 140 (TCC); and *Ahuja Investments Ltd v Victorygame Ltd* [2021] EWHC 2382 (Ch)

¹⁰ *Parallel Imports (Europe) Ltd v Radivan* [2007] EWCA Civ 1373.

Unlawful Means

21. The economic tort of ‘unlawful means’ conspiracy occurs where two or more people act together unlawfully, intending to damage a third party (although that intention need not be the predominant purpose), and do, in fact, cause damage to the third party.
22. Summarised in Kuwait Oil Tanker v Al Bader [2000] 2 All E.R. (Comm) 271 (at 108) the elements are:
 - i. An agreement, or “combination”, between a given defendant and one or more others,
 - ii. An intention to injure the claimant,
 - iii. Unlawful acts carried out pursuant to the combination or agreement as a means of injuring the claimant, and
 - iv. Loss to the claimant suffered as a consequence of those acts.
23. Agreement, or combination: This was ruled to require a combination, arrangement or understanding between two or more people. It is not necessary for the conspirators all to join the conspiracy at the same time, but the parties to it must be sufficiently aware of the surrounding circumstances and share the same object for it properly to be said that they were acting in concert at the time of the acts complained of: Kuwait Oil Tanker at 111.
24. Intention to injure: in OBG v Allan [2007] UKHL 21, the House of Lords considered the level of intentionality required to establish liability, and highlighted the distinction between ends, means, and consequences. In summary:
 - i. ‘Ends’, where harm to the claimant is the end sought by the defendant, then the requisite intention is made out.
 - ii. ‘Means’, where the harm to the claimant is the means by which the defendant seeks to secure his/her end, then the requisite intention is made out; and
 - iii. ‘Consequences’, where the harm is neither the end nor the means but merely a foreseeable consequence, the requisite intention is not made out.

25. The court went on to note that there was another category, known as “the other side of the coin”, to consider if harm to the claimant was the necessary consequence of the defendant’s actions. This was differentiated from category (iii) on the basis that the defendant’s gain and the claimant’s loss are inseparably linked, and the defendant cannot obtain the one without bringing about the other, and the defendant knew this to be the case. In such circumstances, then although the purpose of the defendant’s action was not to harm the claimant, they will be considered as having intended to harm the claimant. The court also noted that there was no additional requirement that the precise identity of the victim be required at law to establish the requisite intention.
26. Unlawful acts: in ED & F Man Capital Markets Limited v Come Harvest Holdings Limited & ors [2022] EWHC 229 (Comm) at paragraph 468 the court has set out that the unlawful act element is made up of two parts ‘the unlawfulness of the act; and whether the unlawful act is in fact the “means” by which injury is inflicted’.
27. The House of Lords in Total Network SL v HM Revenue & Customs [2008] UKHL 19 made clear that the unlawful means used need not be actionable in and of themselves (albeit actionable wrongs are not excluded from the unlawful means required to prove the tort).
28. In Maranello Rosso Limited v Lohomij BV, Bonhams 1793 Limited, Bonhams & Butterfields, Auctioneers Corporation, Evert Louwman, Robert Brooks, James Knight, Anthony Maclean [2021] EWHC 2452 (Ch) it was held that ‘a breach of fiduciary duty’ was sufficient unlawful means to meet the requirement for a conspiracy.
29. The High Court in: London Allied Holding v Lee [2007] EWHC 2061 (Ch) held that fraudulent misrepresentations by one party to another was sufficient to constitute unlawful means to prove the tort on conspiracy [paragraph 252].
30. In Ivy Technology Ltd v Martin [2022] EWHC 1218 (Comm) it was held by the High Court that the vendors of an online gambling business were guilty of deceit

and unlawful means conspiracy by knowingly making false representations to the purchaser that the business was profitable in order to persuade the purchaser to enter into the transaction.

31. It has been held that where the claimant can prove acts unlawful in themselves, done in pursuance of the conspiracy, that is the other form of the tort, unlawful means conspiracy, the burden of justifying such acts passes to the defendant¹¹.
32. Loss to the Claimant. Finally, the Claimant must prove that by reason of the conspiracy it has suffered a loss.
33. It is with those legal considerations in mind, and conscious that the burden of proof lies with Tesco to the usual civil standard, that I now turn to the case.

The accident on the 5th October 2019

34. Ms Nusseibeh provided a statement and gave oral evidence. On 12th October 2022 I was satisfied this witness was entitled to special measures by reason of her vulnerability. Her evidence was therefore delivered over the video link from another room within the court complex. In her witness statement and in her evidence before the court she gave evidence as to the extent of the controlling and abusive relationship she was in at the material time with Mr Tawfeeq. In essence the thrust of her evidence is that she was so controlled by Mr Tawfeeq she completed a claim notification form, attended a medical examination and claimed damages when she had not been in the vehicle. Thus, Ms Nusseibeh has admitted interference with due process and perverting the course of justice. Her evidence must be weighed in that light.
35. I am also aware the Part 20 proceedings against Ms Nusseibeh have been stayed and therefore she clearly has a vested interest in persuading the court she has been coerced. I am also conscious Ms Nusseibeh's evidence was not challenged by cross examination. I have therefore carefully scrutinised her evidence and I have evaluated it in the context of the other evidence in this case.

¹¹ See Crofter (at 495–496, per Lord Porter) cited at ft13 below

36. In her witness statement she said at paragraphs 37 onwards:

“The white Mercedes 350L, registration KD15 RVO in the collision belonged to Tawfeeq. I have been a passenger in that car many times, but I have never driven it....

The Mercedes was originally silver, but he took it somewhere in Kilburn or Maida Vale where it was wrapped a matt white.

The vehicle was owned by Tawfeeq but the finance on the vehicle was in his mother’s name. His mother’s name is Fozia Aziz Allah. I am not sure whether she made the payments through her own bank account or whether the finance was paid by Tawfeeq himself. I was not privy to Tawfeeq’s financial affairs.

Tawfeeq did tell me that he had to pay off the finance for the car which is why I think he wanted to arrange the accident and bring claims. I am not sure whether he simply could not afford to do this or whether the car needed a lot of work doing to it. He would often try and explain to me why he would need to do this, and I remember that it was because he could not afford to pay off the finance.

Tawfeeq told me that he had friends who knew someone that arranged to crash cars on purpose to write them off and be able to claim compensation for it....

While I do not know the names of the people who arranged the crash but I do have a memory of me being in the car with Tawfeeq a few weeks before the incident when we drove to an estate where Tawfeeq and Shahin spoke with a man. This man was Kurdish looking, in his 40’s. I did not get out of the car so I cannot describe him further and do not know what was discussed.

I think that Tawfeeq paid around £1,500 to this man for the car to be involved in the incident. You would pay this man and he would go to someone else to arrange the crash. I do not think that they knew who the man went to in order to arrange the incident.

I remember Tawfeeq complaining about how much he had to pay to be involved and how it was likely that the man he paid the money to kept quite a lot for himself....I know that Tawfeeq was friends with several people who worked in garages but I am not sure of any other garages that Tawfeeq used but he did mention a garage in Park Royal which was close to a shisha bar called ‘Ahwenge’ that ‘Ibo’ used to work at. I know that he used to hang out around there.

Tawfeeq did not want the Mercedes to be in his name at the time of the incident and I know that he asked another man, Shahin Majeed Mouradi, to put the vehicle in his name....

After the incident, Tawfeeq and Shahin told me that a Tesco van had deliberately been driven into a collision with the Mercedes. I got the impression that they had not known that it would be a Tesco van and that they had been surprised by this....

When the crash took place I wasn’t in the car.”

37. In her oral evidence Ms Nusseibeh said that she had heard a discussion about organising a crash for compensation. She said she was aware Mr Tawfeeq had

no money and he was concerned he did not have sufficient funds to pay off the finance agreement on the Mercedes. She said after the incident both Mr Tawfeeq and Mr Mouradi said they were surprised the vehicle was a Tesco delivery van. She said she understood Mr Mouradi was in the car at the time of the incident.

38. The driver of the Tesco van, Mr Parmar, who was employed by them as a home delivery driver reported the incident to his employers in an incident investigation form dated 05 October 2019 as follows:

“I was driving down Avenue Road two the top. Was going right did not see car due two having no lights on so went into it.”

39. Mr Parmar provided a second account of the collision on 14 November 2019 in a signed, handwritten statement:

“I was driving on the Avenure (sic) Road as I cum 2 the top of the Road it was dark no road lights I did not see a car bcoz (sic)he did not have his lights on so I pulled out as I pulled out he cum straight as I was turning I did not have tym(sic) 2 stop”.

40. By the time Mr Parmar made his statement in these proceedings he had an entirely different version of events. In his witness statement He set out his involvement in this road traffic accident and 5 other accidents. He said:

“This statement relates to my involvement in five road traffic incidents which occurred during my employment with the Defendant/Part 20 Claimant, Tesco Stores Limited. The incidents occurred on

12 July 2019;
3 August 2019;
5 October 2019;
6 December 2019; and
2 January 2020.

I will give details about each of these crashes in this statement but at the outset I want to say each and every one of those incidents was staged by others and which I took part in. The collisions were set up so that compensation claims could be brought against Tesco Stores Limited and they were in no way genuine.....

I cannot remember when I was originally approached and asked to take part in these incidents, but it must have been before July 2019.

I was approached when I was driving out of the Greenford depot in one of the delivery vans one day. I was just about to start my delivery route for the day and as I was driving out of the depot I had to stop at the junction to wait

for traffic to clear on the main road. I remember that there were temporary traffic lights on the main road so traffic was heavy, and I had to wait quite a long time to get out of the junction.

Two men walked up to my van. From memory they were stood at the side of the road. I had never seen them before. They tapped on the van's window, which I then opened and they began speaking to me. I talked to them from the cab of my van.

I believe one man was Eastern European, and the other was Asian. They were of a similar age, in their late 20s and dressed casually. I only know them as 'Nik' and 'Dee'. 'Nik' was the Eastern European man and 'Dee' was the Asian man. I remember that 'Dee' had a beard. I do not know their full names.

They asked me if I wanted to make some money and explained that to do this, I would need to help them by crashing into other cars so they could bring claims. They told me that they would pay me £200 for each incident. I told them that I thought it was risky and that I was worried about getting caught. They told me that there were quite a few drivers that were doing it and there was limited risk. They said that they knew Tesco's procedures and that they would sort out the rest.

I agreed to do it and gave them my telephone number so they could contact me. This conversation lasted around 5-10 minutes....

After this initial meeting, they would call me on my mobile and ask if I was working. If I was on shift, they would ask me to tell them, from my delivery sheet, where I would be at a certain time. It was usually towards the end of my shift, after my last delivery.

I would tell them where I would be, and they would meet me at that location. 'Nik' and 'Dee' turned up at the scene, always in a black Mercedes. I don't know the registration number of this car. They would be accompanied by another vehicle which would be driven by somebody else. 'Nik' and 'Dee' would come over to the van to tell me how to crash into the other car and would then watch the 'incident' from the side of the road. After I hit the other car with the Tesco van I did not get out of the van. 'Nik' or 'Dee' would come to the window of the van and take one of the 'Collision report Forms' or 'Bump Cards' which the drivers are supposed to fill out in the event of an incident.

They would walk over to the car that I hit and talk to the driver of that car through the window and take their details and write them on the Bump Card.

I did not write any of the Bump Cards relating to any of the staged incidents. They were all written by 'Nik' and/or 'Dee' at the scene. 'Nik' and 'Dee' attended every staged incident that I was involved in.

I would then report the crash to the Sopp and Sopp incident report line as normal and then return to the depot to report it to my manager and fill in an Incident Investigation Form."

41. In relation to the index accident, he said:

"This incident occurred at the junction of Enfield Road and Avenue Road, Brentford, TW8. It was a Saturday evening shift and I was driving an Iveco delivery van registration BD65 XNX... 'Nik' and 'Dee' met me at the

location as normal. They were accompanied by a white Mercedes. I did not get a good look at the person driving this car..... I drove out of the minor road as the white Mercedes drove along the main road. After the crash something different happened. Someone got out of the Mercedes and started coming over. I got a good look at the person. It was a young man.....

I have seen the footage from the Tesco van and confirm that this was not a genuine incident, this was a pre-arranged crash and I was paid money to drive into the other car and damage it.

After the crash I was handed the completed Bump Card and £200 in cash as payment.

I reported the incident to the Sopp and Sopp incident line and filled in the Incident Investigation Form when I returned to the depot. I also signed the van back in but confirmed that there were no new defects. When I reported the crash, I lied to make it seem like it was a genuine (sic).”

42. In his oral evidence Mr Parmar expanded upon the arrangements. He said Nik and Dee would telephone him and he would normally arrange to meet them towards the end of his shift in the evening. He said he would provide them with the postcode for his delivery address and he would usually arrive first and make his delivery and then prepare his vehicle for any further visits. He said Nik and Dee knew he kept bump cards in the vehicle and the method was for them to complete it after the incident and then return to him with cash of £200. He said in this instance he was told the car had already been damaged. He said Nik and Dee did not give any specific instructions. He said he was told simply to drive the van into the side of the car.
43. Mr Parmar said that he had later been asked to identify the individual who was in the car at the time of the accident. He said he had a clear and unobstructed view of the individual who exited the vehicle for several minutes. Mr Parmar said he could see him clearly in his mirror and he paid attention as nobody had alighted from a vehicle on prior occasions. Mr Parmar said he was 99% certain that the individual he had picked out from a number of photographs was the person known to the court as Mr Mouradi.
44. In the light of Mr Parmar’s complete change of position and my knowledge that the Part 20 proceedings have also been stayed against him I have also carefully examined his evidence. As with Ms Nusseibeh I have done so in the context of the other evidence.

45. Judgment was set aside in relation to the counterclaim following the instigation of High Court proceedings for contempt to ensure Mr Mouradi was not bound by factual findings which had not been the subject of determination. Mr Mouradi did not provide any witness evidence in accordance with the directions' orders but during the course of the proceedings Mr Mouradi set out his position in a Statutory Declaration dated 9th December 2020 and statements dated 17th December 2020 and 19th July 2022. He also made representations in open court on the 22nd September 2022. On that occasion he said that he was not "involved and he had been pressurised into bringing a claim."
46. Mr Mouradi also made other factual assertions. On the 7th October 2019 he telephoned Dams and made a call to the Accident helpline. I have listened to the recording. During that telephone call Mr Mouradi advised he had an international driving licence issued in Turkey.
47. At a hearing before DJ Ellery on the 4th December 2020 Mr Mouradi denied instructing his solicitors, Bond Turner, and maintained a fraud had been perpetrated in his name. We know from his later statement in the High Court contempt proceedings Mr Mouradi admits that a Mr Abdul purported to appear as the Claimant and make those representations. In a hearing before me on the 8th April 2021 Mr Mouradi said he was "shocked" a claim had been maintained in his name and reiterated that he had appeared before DJ Ellery. This was a statement he later accepted was a lie made on oath.
48. In his Statutory Declaration and first statement Mr Mouradi disavowed all knowledge of the accident and said he had never been to the location, he did not drive, he had never owned a car and Mr Tawfeeq had never discussed the matter with him. He also said he had never provided a copy of his passport to his solicitors.
49. In the statement provided in response to the High Court proceedings for contempt Mr Mouradi provided contrary information. In that statement he admitted he had made the telephone call to Accident helpline. He said that at the hearing before DJ Ellery he thought "Abdul" would attend the hearing on his behalf and "sort it out." He said he never thought Abdul would represent he

was Mr Mouradi. He said Mr Tawfeeq had told him he had been involved in a road traffic accident with Ms Nusseibeh and that Mr Mouradi was named as the owner of the Mercedes. Mr Mouradi said Mr Tawfeeq asked him to call Accident helpline on the 7th October 2019. He said he had no prior knowledge about the car ownership.

50. Thus, it was not until the response to the contempt proceedings Mr Mouradi admitted any knowledge of the incident and then he made no direct reference to the event, save the inference he had not been present, as he had been told about the accident by Mr Tawfeeq.
51. The only other direct evidence in relation to the accident is the Dash Cam footage. The vehicle was fitted with one forward facing camera. The camera only operated when unusual movement occurred and in this instance the camera activated, and the data was retained. I have therefore had the opportunity of reviewing the video footage.
52. Mr Parmar's vehicle can be seen driving towards a Give Way junction at between 4.7 and 5.9 miles per hour. A white Mercedes with its headlights displayed, drives from the right to the left, in front of the Tesco van. The white vehicle drives directly toward the junction line and at one point seems to move towards the left in a deliberate attempt to ensure the van collides into it. Mr Parmar drives between the two lanes, straddling the centre line before driving to the right, directly toward the white Mercedes while in the right-hand lane for oncoming traffic; as he does so instead of slowing on approach to the junction he accelerates as the vehicle comes into view, reaching a maximum speed of 11.6 miles per hour.
53. In my view the other piece of significant evidence produced at the scene is the "Bump card" collision report. Ms Karen Caramiello, Forensic Scientist, in the field of handwriting and document examination, provided her expert opinion on the handwriting contained within the Collision Report Form in her report dated 13th September 2021. Ms Caramiello examined Mr Parmar's handwriting and the bump card, as well as the handwriting on the bump cards from cases 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 25 and 28.

54. Ms Caramiello's opinion is set out in her statement endorsed with a Part 35 statement of truth is that there is moderately strong support for the proposition that Manish Parmar was not the person who wrote the bump card. Her ultimate conclusion was that one person wrote the bump cards in:

Case 5 Khattawi.

Case 8 – Collins.

Case 11 – Hashimi.

Case 25 – Danilla.

Case 9 – Reed.

Case 32- Kirschner.

Case 2 – Namdar.

Case 13 – Yaman.

Case 7 – Mouradi.

Case 28 – Danila.

Case 12- Abdulla.

Other accident documentation

55. Fraud analysis undertaken by Mr Douglas ascertained there had been notification of a claim for storm damage to the Mercedes on the 24th May 2019. No payment was made.

56. Further investigations revealed the Mercedes was subject to a finance agreement with Mr Tawfeeq as an authorised third party. The information provided by Santander recorded there were difficulties in making payments such that Santander decided to terminate the agreement and repossess the vehicle. The note records:

“...Customer was aware of this. Customer then called us on 4/10/19 to inform us that the car was involved in a collision, has been in a garage called Hagi, for 2 weeks and is not sure if it's a write off. We assigned the agreement to Towerhall who investigated and advised us that the garage Hagi does not exist.

Customer called us on 29/10/2019 and explained his solicitors have sorted it all and therefore did not get his insurance involved. Customer phoned on 6/11/2019 to advise they have been offered £16,100 by the 3rd party insurance..... We received a call from Galaxy coach work... The agreement has not been settled... The current balance of the finance agreement is £37,279.75.”

57. Finally in respect of documentation shortly before the accident on the 12th September 2019 the vehicle had a MOT at City Used Cars, 13a Johnson Way, Coronation Road, Park Royal, London NW10 7PF. The car also had a MOT on 12th September 2018 at Safe Autos Limited, Unit 7c Abbey Estate, Mount Pleasant, Alperton HA10 1RS.

The evidence of Tesco home delivery drivers

58. Tesco relied on evidence from three former drivers based at the Greenford depot. None attended court to give oral evidence.
59. Mr Salazar’s statement was served with a Civil Evidence Notice as he has left the country. He said that on the 8th August 2019 he was approached by a driver in a blue Mercedes van and asked “do you want to make £500 pounds quick?” He replied, “not really” and was then asked if he would go to the corner and drive into the van for £500. He declined but he said he was so concerned the other driver might cause an accident that he kept his distance and noted the registration number and provided those details to his manager.
60. Mr Palenta did not make a statement in these proceedings but made a MG 11 statement. In that statement he described how he was approached in February 2020 by Kaz a former picker from Tesco. Mr Palenta was completing his delivery round when he was approached and asked if he wanted to make some “easy money.” He enquired how this could be done. He was told “just get some money from the insurance. You hit our car and we get money from the insurance. We can share it.” He said Kaz mentioned £1,000. Mr Palenta advised Kaz said “If you don’t want to do it maybe some of the other drivers want to do it, maybe someone about to leave the company as they don’t care.” Kaz asked for a piece of paper and wrote down his number. Mr Palenta subsequently informed his manager and provided him with the piece of paper. Mr Palenta returned to Poland after making the statement.

61. Mr Suleman gave evidence by deposition pursuant to my order dated 16th July 2021. No party in any of the proceedings applied to be present at the deposition. Mr Suleman said on the 5th December 2020 he was parked in Greenford when he was approached by a man on a motorcycle and asked if he would like to earn “money, big money.” He was offered £2,000 cash. He said he declined and told the man other drivers had been involved in such crashes and had been caught. He said the motor cyclist still tried to give him his telephone number, but he did not take it. Mr Suleman said he noted the registration number of the bike and gave it to his employers. His evidence was further tested during his deposition testimony which I have also reviewed.
62. I have carefully weighed this evidence particularly because there has been no opportunity to test the evidence of Mr Salazar and Mr Palenta. However, I am satisfied that given the internal consistency of the evidence and the lack of any exterior motive I should give it considerable weight.

Similar fact evidence

63. Graham Douglas provided two witness statements setting out details of the linked cases and the links relating to this claim. Those links were summarised by Mr Pulford and are attached as Appendix 1 to this judgment. Tesco also helpfully reproduced the links in pictorial format, and these are annexed at Appendix 2. In the light of my findings, I shall only briefly refer to the Similar Fact Evidence in due course.

Findings

64. I am satisfied there is clear cogent evidence this was a stage-managed accident. I am satisfied based on the evidence of Mr Suleman, Mr Salazar and Mr Palenta that Tesco Greenford depot drivers were deliberately targeted by persons unknown to be involved in fake car crashes. By fake I mean they were deliberately staged with the intention of securing compensation from Tesco’s insurance company. I am satisfied this is one such targeted accident.
65. In this case it is evident the primary motivation related to the financial position in relation to the white Mercedes. Notwithstanding the protestations of Mr

Mouradi, I am satisfied he knew the vehicle was registered in his name. The initial proceedings attested as such and albeit Mr Mouradi did not sign those proceedings, the attestation was made by his solicitors whom ultimately, he has conceded, were instructed on his behalf. I am satisfied the vehicle was in his name and he colluded with Mr Tawfeeq to resolve Mr Tawfeeq's financial dilemma. The documentation also provides corroborative evidence supporting Ms Nusseibeh's testimony. I accept her evidence she was aware Mr Tawfeeq was struggling to finance the vehicle and he told her that was the purpose of "arranging" an accident.

66. The documentation produced by Santander pursuant to a Data Protection Act request and court order records that Mr Tawfeeq could not afford to keep up the payments on the vehicle. I am satisfied Mr Tawfeeq contrived to secure compensation to fund the outstanding balance on the finance agreement. That document also records the Mercedes was already damaged. There is also a record in the Cache report of storm damage in May 2019 for which no settlement was made. At first blush such evidence may seem irrelevant, but that information lends support to the contention Mr Parmar's account of events is truthful.
67. Mr Parmar provided one seemingly minor detail when he gave his evidence. He said he had been told the Mercedes was already damaged. I find that detail supports the truthfulness of his evidence because the Cache documentation and report from Santander refer to storm damage and an earlier accident. Mr Parmar cannot have known about any prior damage unless he had been told such, and the documents support his account of events.
68. I am satisfied Mr Parmar was telling me the truth when he said he was asked to stage a crash and drove accordingly on the 5th October 2019. Whilst on his evidence he admits perverting the course of justice and other criminal offences not only does his evidence have the ring of veracity, but it is also entirely consistent with my viewing of the Dashcam footage. Mr Parmar not only drives at the White Mercedes which is clearly visible for him to see in his windscreen, but he accelerates towards it. Those are not the actions of a normal driver. Further the driver of the white Mercedes positively swings left into the front of

the Tesco vehicle. Even absent any other evidence that would be powerful cogent evidence that this accident was stage managed.

69. Further during the course of his evidence Mr Parmar said he had not written any information on the bump card and that has been done by “Nik and Dee.” I am satisfied the handwriting evidence from Ms Caramiello is supportive of that evidence namely that he did not write the bump card. It is also supportive of the contention that Nik and Dee were engaged in other crashes involving Tesco van drivers.
70. Mr Parmar said he was 99% sure it was Mr Mouradi who exited the Mercedes. I accept his evidence. First, he had a very good view, and for some minutes, of the person he later identified as Mr Mouradi. Secondly, Ms Nusseibeh provided confirmatory evidence as she was told by Mr Mouradi and Mr Tawfeeq, they were both in the vehicle. Thirdly it accords with my own viewing of the Dash Cam footage; that there were two persons in the Mercedes albeit it is not possible to visualise the passenger.
71. I am also satisfied when Ms Nusseibeh gave her evidence, she was truthful in her account of her knowledge of the incident. She said the incident was prearranged to enable her, Mr Tawfeeq and Mr Mouradi to secure compensation. I accept her evidence Mr Tawfeeq told her he had friends who could arrange crashes. I also accept her evidence she was present in the car when Mr Mouradi and Mr Tawfeeq met a man on an estate and paid him £1500. I consider her recollection that Mr Tawfeeq was annoyed he had to pay so much has the ring of veracity. I am also satisfied she was present when Mr Tawfeeq asked Mr Mouradi to register the car in his name. I am also satisfied I can accept her evidence because of her reference to a garage in Park Royal to which I refer later in this judgment. I also accept Mr Mouradi and Mr Tawfeeq told her after the event it had been a deliberate accident.
72. I find Mr Mouradi and Mr Tawfeeq knew the accident was going to be stage managed. They both knew £1500 had been paid to someone to ensure this occurred. Mr Mouradi knew the Mercedes was registered in his name. I find they were both present in the vehicle when the crash occurred.

73. Thus, I am satisfied on the evidence presented by Tesco Mr Mouradi and Mr Tawfeeq conspired to ensure the Tesco van crashed into the Mercedes. It was an intentional crash with the intention of securing compensation from Tesco.
74. However, to leave the matter there would be to ignore the evidence of Mr Mouradi. Mr Pulford invited me to make further specific findings in that regard and to ensure all the evidence is weighed in the balance I am persuaded I should do so. I also consider it is necessary so I can consider the extent of the egregious conduct for the purpose of my assessment of damages.
75. I have already made findings based on the evidence as to the intentionality of the crash, its arrangement and who was present in the vehicle. Evidently based on those findings Mr Mouradi lied when he presented these proceedings. Mr Mouradi perpetuated that lie in his response to the contempt proceedings when at paragraph 25 of his statement dated 19th July 2022, he said that he was told by Mr Tawfeeq “that he and Jumana had been in an accident in the Mercedes.” It was Mr Mouradi and Mr Tawfeeq who were in the vehicle.
76. I have listened to the audio recording of the hearing before DJ Ellery on the 4th December 2020 and I am satisfied Mr Mouradi was present at the hearing for three reasons. First, Mr Mouradi was at the heart and centre of this conspiracy. He was not the innocent dupe he asserts. To the contrary I find he is a clever manipulator who will use any, and every, means to implicate others. Secondly, I can clearly hear another voice on the transcript warning Mr Abdul his voice is being recorded. The only person who would be concerned about that is Mr Mouradi. Thirdly Mr Abdul at the hearing before me on 8th April 2021 said they were sitting next to each other when that hearing proceeded. It defies belief the person giving the warning is therefore any other than Mr Mouradi. It follows Mr Mouradi has lied in his statement of the 19th July 2022 at paragraphs 43, 44, 50 and 65 when he says he never thought Mr Abdul would pretend to be him, essentially denying being present at the hearing.
77. Before leaving my findings in respect of the hearing on the 4th December 2020 there is one further aspect I consider important; Mr Tawfeeq attended that hearing. There is no reason why Mr Tawfeeq would have been aware of that

hearing unless Mr Mouradi told him about it. At that time, he was not a party to these proceedings and yet he attended and indeed attempted to take an active part. In my view this is but further evidence Mr Tawfeeq and Mr Mouradi have worked hand in glove from the outset, and throughout the course of these proceedings, to deceive and conspire to secure compensation.

78. I am also satisfied Mr Mouradi lied when he phoned the Accident helpline and said he had a full international licence; no such document has ever been produced. He has only ever produced a provisional licence.
79. Mr Mouradi admits he allowed Mr Abdul to conduct the hearing on the 4th December 2020 on his behalf, but for the reasons given, I find he lied in his witness statement when he said he did not know that to be so. Further Mr Mouradi admits he lied when he gave evidence before me on the 8th April 2021. He was given a clear warning against self-incrimination but still maintained he appeared before DJ Ellery. He also maintained at that hearing serious allegations against a firm of solicitors principally that they had brought the claim without his instructions, and he had never provided them with his passport. It was only when Mr Worswick, from Bond Turner, provided a statement pursuant to my order of 9th April 2021 (following the hearing on the 8th April 2021) that Mr Mouradi accepted he had indeed provided those solicitors with his passport. In short, he lied also about that aspect.
80. I also find Mr Mouradi lied when he attended court before me on the 22nd September 2022. He maintained in open court “he was not involved and was pressured into bringing a claim.” On my findings he was not only involved in the crash but directly orchestrated it.
81. I find Mr Mouradi lied when he presented the claim as being true and arising from the negligent actions of Tesco’s driver. I also find he knew full well the vehicle was registered in his name and that is why the proceedings were presented as such.
82. It follows in the face of a wholesale series of lies and false assertions this court cannot accept one word of Mr Mouradi’s testimony and rejects entirely his contention he was not involved and had no knowledge of the incident.

83. Finally, I turn to the Similar Fact Evidence. Given my clear unequivocal findings I do not propose to address this in any detail save in two material respects. I find the fact the vehicle had a MOT at 13A Johnson Way on 12th September 2019 is not a coincidence, nor is it a coincidence the vehicle had a MOT at Safe Autos in 2018. The links to these respective addresses and garages are fully set out in Appendix 1 but the fact the car had a MOT one month before links this accident to cases 1 and 9 and then cases 8, 23 and 29. Further the MOT in 2018 links this matter to cases 3 and 31. Secondly, the MOT link is also supported by Ms Nusseibeh's evidence. She said Mr Tawfeeq had friends who worked in garages, and he mentioned a garage in Park Royal which fits with the MOT documentation and the associated links in the Similar Fact Evidence.
84. I find the links and pictorial diagrams at Appendices 1 and 2 illustrate what Mr Pulford described as "the mosaic" against which the accident can be considered. It is therefore sufficient for me to consider them as such, without any further factual findings. In the instant case my findings on the accident itself are sufficient to satisfy Tesco's claim.

Conclusion on liability

85. Drawing the threads together I have made clear findings of fact in respect of Mr Mouradi and to a more limited extent Mr Tawfeeq. In respect of the latter, I have not been required to make any further specific findings as judgment has been entered against him on the Part 20 claim. On my findings both Mr Mouradi and Mr Tawfeeq determined prior to the 5th October 2019 they wanted to obtain compensation from a crash. I have found they paid an individual to arrange that crash and it was a stage-managed accident on the 5th October 2019. I have also found Mr Mouradi has lied throughout these proceedings with the sole intention of ensuring he recovers compensation.
86. On my findings Mr Mouradi made false statements of fact knowingly:
- i) when he sent a Letter of Claim in which he asserted:

"The circumstances of this accident are that at the above named location your employee/servant and/or agent failed to give way from a side road

and negligently collided into our clients correctly positioned and correctly preceding Vehicle, causing damage.

The reason why we are alleging fault is that your employee servant and all agent failed to keep any or any proper look out, failed to heed observe the presence and position of our client's Vehicle, drove into collision with our clients Vehicle and failed by means of brakes, gears, steering or otherwise, to control his Vehicle so as to avoid the accident."

- ii) Mr Mouradi submitted a Claim Form, Particulars of Claim containing the following statements of fact:

"2. At approximately 18:30 hours on the 5th October 2019 the claimant was driving his motor Vehicle along Enfield Road junction with Ave road, Brentford when Mr Manisy Parmar failed to give way and so negligently drove the Iveco motor Vehicle into collision with the claimant's motor Vehicle."

- iii) On my findings Mr Tawfeeq made false statements of fact knowingly:
i) in his Claim Notification Form to Tesco on 23 October 2019 when he submitted:

"The claimant was proceeding on Enfield Road when the defendant failed to give way from a side road and collided with the claimant's Vehicle" and "The defendant failed to keep a proper lookout, failed to observe the presence of the Vehicle which the claimant was driving and failed by means of brakes, gears, steering or otherwise to control the Vehicle so as to avoid collision."

At the end of that CNF is a Statement of Truth, signed by a legal representative on Mr Tawfeeq's behalf.

- ii) A medical report by Dr A Bagga:

in which Mr Tawfeeq alleged suffering with "neck pain and stiffness for 10 months.... pain and stiffness in the thoraco-lumbar spine for 10 months.... psychological symptoms for 8 months with ongoing time off work."

87. The statements of fact by Mr Mouradi and Mr Tawfeeq are untrue as I have found the collision was not caused by negligence. It was caused by the intentional acts of both the Tesco Driver and the driver of Mr Mouradi's vehicle by reason of a prior arrangement by Mr Mouradi and Mr Tawfeeq with an

unknown third party. Further Mr Tawfeeq was not injured to the extent alleged, if at all. The Dashcam footage shows a very minor incident.

88. Mr Mouradi and Mr Tawfeeq knew, as they arranged the collision, their statements of fact were untrue. I am satisfied they intended Tesco to act upon those representations. The statement of truth contained in the court documents is an assurance the content of the documents is true and can be relied upon and by asserting the facts of the collision in court documents Mr Mouradi's and Mr Tawfeeq's clear intention was to have Tesco rely upon the facts asserted.
89. I have considered the statement of Mr Maberly, and I am satisfied Tesco suffered damage as their employees were required to expend time and energy investigating the claims. I am also satisfied from the evidence of Mrs Hawkins that because of this accident and others Tesco have upgraded the security footage on their delivery vehicles at considerable (albeit unspecified) cost. Tesco has therefore suffered loss because of the deceptions.
90. In terms of the tort of Conspiracy on my findings Mr Mouradi and Mr Tawfeeq were present when the collision was arranged, and they were both present in the vehicle at the time of the collision. I am satisfied they have worked with Mr Parmar and others to cause an intentional collision. This meets the test for a combination, agreement or understanding. They did so for the reasons I have already given with the deliberate intention to injure Tesco.
91. I am satisfied Mr Mouradi and Mr Tawfeeq did so unlawfully by pursuing dishonest claims as per Howlett v Davies [2017] EWCA Civ 1696. In my view nothing can be more fundamental to a claim than its manufacture.
92. I am also satisfied Mr Mouradi and Mr Tawfeeq used unlawful means when they caused damage to Tesco's property: Criminal damage- under section 1 of the Criminal Damage Act 1971 which provides:

“A person who without lawful excuse destroys or damages any property belonging to another intending to destroy or damage any such property or being reckless as to whether any such property would be destroyed or damaged shall be guilty of an offence.”

93. Mr Mouradi and Mr Tawfeeq also used unlawful means when they made fraudulent misrepresentations regarding the cause and facts of the accident, contrary to section 2 of the Fraud Act 2006- which prohibits:

“(1) A person to

- (a) dishonestly make a false representation, and
- (b) intend, by making the representation—
 - (i) to make a gain for himself or another, or
 - (ii) to cause loss to another or to expose another to a risk of loss.

(2) A representation is false if—

- (a) it is untrue or misleading, and
- (b) the person making it knows that it is, or might be, untrue or misleading.

(3) “Representation” means any representation as to fact or law, including a representation as to the state of mind of—

- (a) the person making the representation, or
- (b) any other person.

(4) A representation may be express or implied.

(5) For the purposes of this section a representation may be regarded as made if it (or anything implying it) is submitted in any form to any system or device designed to receive, convey or respond to communications (with or without human intervention).”

94. I am also satisfied as a consequence of those unlawful acts for the reasons already given Tesco suffered loss.

95. It follows in the light of my findings that Tesco succeeds in its claims for the tort of deceit and unlawful means Conspiracy.

Damages

96. I am satisfied from the statement and oral evidence of Mr Maberly Tesco is entitled to recover £1790.85 from Mr Mouradi and £1790.85 from Mr Tawfeeq albeit they are jointly and severally liable. I am not persuaded that because

Tesco employ persons in any event to investigate fraud that should reduce the damages Tesco are entitled to recover in this case.

97. Tesco also seeks an award of exemplary damages. Mr Pulford relying on Axa Insurance Plc v 1) Financial Claims Solutions 2) Mohammed Aurangzaib 3) Hakim Mohammed Abdul [2018] EWCA Civ 1330 asked me to make an award of £19,000 for exemplary damages against each party.

98. Exemplary damages are an exception to normal tortious principles. Their award and a distillation of the principles and the law in cases such as this case is set out at paragraphs 25 – 35 of that judgment which I gratefully adopt. At paragraph 35 LJ Flaux said:

“As I have said, this case is a paradigm one for the award of exemplary damages. As to the amount of such damages, as was stated by Arden LJ in Ramzan v Brookwide at [82], the sum must be principled and proportionate. As in that case, given the need to deter and punish the outrageous conduct and abusive behaviour in the present context, the principled basis is to make a punitive award. The respondents have chosen not to place before the court any evidence as to their means so that it is not appropriate to limit the amount of any award by reference to ability or inability to pay Given the seriousness of the conduct of the respondents and the need to deter them and others from engaging in this form of "cash for crash" fraud, which has become far too prevalent and which adversely affects all those in society who are policyholders who face increased insurance premiums, I consider that the appropriate award of exemplary damages is that each of the first, second and third respondents should be liable to pay £20,000.”

99. In that case one of the Respondents acted as if it were a firm of solicitors authorised to conduct litigation, which it was not, thereby committing a criminal offence under s14 of the Legal Services Act 2007. The Court of Appeal described the fraud itself as “sophisticated, well-planned and brazen” which “involved serious abuse of the process of the court.” It involved fictitious credit hire documents and medical reports in relation to five claims in respect of two separate accidents with two Axa insured drivers. Axa refused indemnity in each case. There are therefore some similarities but also differences with the instant case. The Court of Appeal was primarily concerned with the principle of making such an award but made an award of exemplary damages of £20,000 in respect of each of the three Respondents. Whilst Mr Pulford said the case is a “useful high watermark” I do not consider the decision should be taken as

setting any particular benchmark. In every case it is for the judge to assess the extent of the outrageous conduct. However, any decision as to the amount of damages must be principled and proportionate as per Arden LJ in Ramzan v Brookwide Ltd [2011] EWCA Civ 985 at paragraph 82.

100. Mr Mouradi and Mr Tawfeeq both pursued claims to recover substantial sums from Tesco. I have set out in the embodiment of this judgment my findings as to this stage-managed crash. In so doing they, in collusion with others, persuaded a trusted Tesco employee to engage in unlawful acts. They submitted documents with false statements, and they asserted the entirety of the damage in this accident was caused by Mr Parmar when documentation shows that the Mercedes was already damaged. I have also set out at some length the steps Mr Mouradi has gone to in his efforts to deceive Tesco and the court thereby interfering with the course of justice. I consider in that regard Mr Mouradi has worked hand in hand with Mr Tawfeeq as is evident by Mr Tawfeeq's appearance before DJ Ellery.
101. I consider the conduct in this matter to have been further aggravated by Mr Mouradi's serious allegations against Bond Turner and his repeated lies and misrepresentations before this court. As was said in Axa at paragraphs 32 and 33 it is nothing to the point that criminal proceedings and contempt proceedings can be pursued. I also take into account that Tesco fitted their delivery vehicles with more sophisticated and expensive cameras partly as a direct result of this, and other alleged stage-managed accidents, which again is another aggravating factor.
102. However, what distinguishes this case and the other linked actions from other matters which have proceeded to the courts for exemplary damages award is the wholesale nature of the fraud and the extent of the conspiracy which is set out in the Similar Fact Evidence and fully illustrated in the attached diagrams at Appendix 2. This is not a case of two accidents and five passengers as in Axa. This is a fraud and conspiracy of unprecedented scale which has engaged this court in five weeks of continuous Tesco litigation involving the consideration and reference to 31 related matters embodied in 60,000 documents. The sheer

scale of the fraud must be reflected in the amount of exemplary damages awarded.

103. Mr Mouradi and Mr Tawfeeq have not furnished this court with any information as to their income. Tesco sought an award of exemplary damages of £19,000 from each party. Whilst the court takes into account the representations, I do not consider that is sufficient sum to deter them, and others, from engaging in “cash for crash” fraud. I am satisfied in this case the egregious conduct is such it is appropriate to order Mr Mouradi and Mr Tawfeeq to each pay exemplary damages of £22,000.
104. There will be judgment for Tesco accordingly and I shall ask Counsel to calculate the appropriate interest in respect of the compensatory element.
105. I cannot leave this judgment without reference to Mr Parmar and Ms Nusseibeh. In the light of their clear frank admissions, I require Tesco to write to the Attorney General to investigate matters further and consider whether they should be prosecuted. Tesco will make it clear by that reference that this is per my direction, and they are required to do so, and the order will so reflect.
106. Finally, this case, and others, would not have been brought to light without the diligence and forensic work undertaken by those instructed on behalf of Tesco. It is to their credit that they have worked tirelessly to ensure all the evidence is put before the court in a comprehensive objective manner. Further they have complied with all my directions in relation to that presentation thereby ensuring all the parties have had every opportunity to consider it and respond accordingly. Their endeavours have also enabled me to release the judgment at the earliest opportunity. I am grateful for their assistance.

Postscript

107. Having heard submissions from counsel and having reached the view any potential reference to the Attorney General in relation to this case, and the other linked matters, should await the conclusion of the eight assessment of damages cases paragraph 105 should be read as: “minded to require Tesco.”

APPENDIX 1

SIMILAR FACT EVIDENCE

1. Graham Douglas has prepared a witness statement in which he details the commonalities, and connections between other claims within the Linked Action and which have been brought as a result of collisions with other drivers from the Tesco Greenford Depot. The similar facts relevant to this claim are set out in relation to the Tesco driver, the Claimants and the individuals to whom they are connected.
2. The similar facts relevant to this claim are as follows:

MANISH PARMAR

3. Manish Parmar has confirmed he was paid £200, to drive into collision with the Claimant's Vehicle directed by two individuals.
4. Manish Parmar has been the Tesco driver in five collisions, all of which he has confessed were staged collisions in exchange for payment:
 - i. Namdar (Case 2) in which the Claimant's Vehicle was allegedly stored at Hano Autos, 2 Creek Road, London, SE8 3EL.
 - ii. Mouradi (Case 7).

- iii. Abdulla (Case 12) in which the Claimant's Vehicle was allegedly stored at ROJ Motors, 20b Abbey Industrial Estate, Mount Pleasant, Wembley, HA0 1RE.
- iv. Yaman and Zada (Case 13) in which the Claimant's Vehicle was allegedly stored at Hano Autos, 2 Creek Road, London, SE8 3EL.
- v. Danila (Case 28) in which the Claimant's Vehicle was allegedly stored at Prime Autocare at 189D Brent Crescent, London, NW10 7XR.

MOHAMMED NAMDAR

Previous Collisions

- 4.1. Manish Parmar drove into collision with Mohammed Namdar (Case 2) on 12.07.2019. Mohammed Namdar has the following connections and relevant links to this and other cases within the Linked Action:
- 4.2. Mohammed Namdar has been involved in three road traffic claims:
 - i. 11/08/2013
 - ii. 20/04/2019
 - iii. 12/07/2019 (Tesco collision)
- 4.3. In respect of the accident on 20/04/2019 (3 months prior to the Tesco accident) a DPA response was provided by Aviva. This response confirmed the following:
 - i. Mohamed Namdar was a passenger in a third party vehicle, LC67PKO. He intimated a claim for injury. Aviva's insured vehicle, M88 BWR had collided with the rear of LC67PKO.

- ii. M88 BWR insured by Aviva was on the policy of R & A Repairs Limited of 100 Welley Road, Wraysbury, Staines-upon-Thames, TW19 5HF under the policy number 100675201CMT.
- iii. The policy also provided insurance for other vehicles, including one with the registration W8 BWR.
- iv. Rinas Ahmed (claimant in Case 16) is the director of R & A Repairs Limited.

BAKYIAR ABDULLA

- 4.4. Manish Parmar drove into collision with Bakyyiar Abdulla (Case 12) on 02.01.2020. Bakyyiar Abdulla has the following connections and relevant links to this and other cases within the Linked Action:
 - 4.4.1. Manish Parmar admits the collision was staged intentionally.
 - 4.4.2. Evans Harding and Bond Turner were instructed.
 - 4.4.3. Bakyyiar Abdulla's vehicle a Vauxhall Insignia (BF66 BNA) was said to have been inspected at ROJ Motors, 20b Abbey Industrial Estate, Mount Pleasant, Wembley, HA0 1RE. This is the same inspection location as in:
 - Case 11 Hashim Al Hashimi
 - Case 12 Abdulla
 - Case 18 Hayder Mohamed.
 - 4.4.4. Unit 9B Abbey Industrial Estate, Mount Pleasant, Wembley, HA0 1RE is the address of HS Motors Limited. This is the same

address at which the storage and inspection was carried out for the Claimant's vehicles in Case 3 and Case 20.

- i. The director of HS Motors Limited is Hayder Sharif, who is also the director of Inter Car Solutions Limited.
- ii. Inter Car Solutions Limited operates from 150 Coles Green Road, NW2 7JL, which is also the registered company address for Cars77 Limited, the director of which is Hashim Al Hashimi, (Claimant in Case 11).

4.4.5. Bakyyar Abdulla 's vehicle (BF66 BNA) underwent MOT assessments at the following garages:

- i. 30/10/2019 – Abbey MOT, Unit 3 Abbey Industrial Estate, Wembley, HA0 1QT
- ii. 09/10/2020 – GBR Motors, Unit 18 Mount Pleasant, Abbey Industrial Estate, HA0 1NR. This same test centre carried out MOT Tests on the Claimant's vehicle in Case 3 (Alghafagi) and Case 11 (Hashimi).

4.4.6. Bakyyar Abdulla brought a personal injury, credit hire and vehicle damage claim against Acromas Insurance Company Limited for a road traffic collision on 06.07.2019.

- i. That collision involved the same vehicle (BF66 BNA) which collided with Manish Parmar on 02.01.2020.
- ii. BF66 BNA was inspected by John Kemp of Blake Assessors on 15.07.2019 at Hano Autos, 2 Creek Road, London, SE8 3EL and was declared a total loss.

- iii. The claim was discontinued with no payments.
- 4.4.7. Bakyyar Abdulla brought a personal injury for an incident on 18/09/2009 in which he provided his address of Unit 22A Abbey Industrial Estate, Wembley, HA0 1NR.
- 4.4.8. A DPA response was provided by Tradewise on 02.07.2020 in which it confirmed that Bakyyar Abdulla has a motor trade policy with the given address as Unit 22A Abbey Industrial Estate, Wembley, HA0 1NR.

EDA YAMAN AND MUSTAFA ZADA

- 4.5. Manish Parmar drove into collision with Eda Yaman and Mustafa Zada (Case 13) on 03.08.2018. Eda Yaman and Mustafa Zada have the following connections and relevant links to this and other cases within the Linked Action:

- 4.5.1. Manish Parmar admits the collision was staged intentionally.
- 4.5.2. Eda Yaman brought a claim for personal injury and credit hire charges. Mustafa Zada brought a claim for vehicle damage, personal injury and Recovery & Storage charges.
- 4.5.3. Mustafa Zada's vehicle was allegedly inspected by John Kemp of Blake Assessors on 15.07.2019 at Hano Autos, 2 Creek Road, London, SE8 3EL and was declared a total loss.
 - i. Peter Etherington forensic engineer has given his opinion that there are different areas of contact damage. Importantly he has identified significant areas of damage that John Kemp has listed in his report are not visible in his photographs and has allowed for replacement of the 'lh B pillar and lh inner B pillar.' These are structural

components that are expensive to replace. John Kemp has not photographed any of the damage that would necessitate the replacement of the nearside inner and outer B post. Further John Kemp has incorrectly listed the rear bumper for replacement. The damage in his photographs shows a torn upper forward aperture in the plastic bumper which is used to secure the bumper in place. There is no other damage to the bumper in the photographs supplied.

4.5.4. Eda Yaman confirms at paragraph 8 of her witness statement a long-standing business relationship with Hano Autos.

4.5.5. Eda Yaman has been involved in the following incidents:

- i. 09/03/2015.
- ii. 23/06/2016.
- iii. 13/12/2017.
- iv. 03/08/2019 (Tesco collision).

4.5.6. Mustafa Zada has been involved in the following incidents:

- i. 05/08/2013.
- ii. 21/02/2016.
- iii. 13/12/2017.
- iv. 03/08/2019 (Tesco collision).

FLORIN DANILA

4.6. Manish Parmar drove into collision with Florin Danila (Case 28) on 06.12.2019. Florin Danila has the following connections and relevant links to this and other cases within the Linked Action:

4.6.1. Manish Parmar admits the collision was staged intentionally in exchange for money.

4.6.2. It is submitted that in Case 25 Darran Taylor drove into collision with Florin Danila.

i. The Claimant in Case 25, at the scene of the collision, gave his name as Daniel Florin Costel. In a credit hire agreement form that Claimant gave his address as Flat 14 Leemark House, Granville Road, Littlehampton BN17 5JS and date of birth as 16/02/1980.

ii. Auto Logistic Solutions acting on behalf of the same Claimant in Case 25 provided a form of authority. Within that form the Claimant gave the name Florin Danila rather than Daniel Florin Costel which was the name given at the scene. The address provided was Flat 14 Leemark House, Granville Road, Littlehampton BN17 5JS.

4.6.3. Florin Danila in Case 25 brought a claim for vehicle damage, recovery and storage charges and credit hire charges.

4.6.4. In Case 28 the Claimant Florin Danila, provided his address as Flat 14 Leemark House, Granville Road, Littlehampton BN17 5JS and the date of birth (16/02/1980).

4.6.5. Florin Danila in Case 28 brought a claim for vehicle damage, recovery and storage charges and credit hire charges.

4.6.6. Evans Harding Engineers is the company which inspected the vehicles in both Cases 25 & 28. This same company feature as the engineer for the Claimants in

- Cases 7, (the index matter)
- Case 11,
- Case 12,
- Case 18, and

- Case 32.

4.6.7. Prime Autocare is the garage at which the storage, recovery and repair took place in both Florin Danila cases, Case 25 & Case 28.

i. Prime Autocare is the storage, recovery and repair garage used in:

- Case 25 Danila,
- Case 26 Al Shamary,
- Case 28 Danila,
- Case 32 Uwe Kirschner,

ii. The registered company address for Prime Autocare is 203 The Vale, London, W3 7QS.

iii. Uwe Kirschner, the Claimant in Case 32 is the director of Car Care Motors Limited (now Muth'Hilah Limited) which shares the registered address of 203-205 The Vale, London, W3 7QS.

iv. Uwe Kirschner is also the director of Jag & Land UK Parts Limited which has a previous registered address of 14-16 Wadsworth Road, Perivale, UB6 7LD. This was the address given on the 'storage invoice' provided by JRJ Limited.

v. JRJ Limited features in:

- Case 14 (Bower Lally) as the recovery and storage garage.
- Case 5 (Khattawi) as the Claimant's husband, Faisal Dawood, is confirmed to be a Sales Manager at JRJ Ltd.

- 4.6.8. Uwe Kirschner was involved in a road traffic accident on 09/09/2020. This collision did not involve a Tesco Vehicle. The 'Third Party' is detailed as 'Florine Danila.'
- 4.6.9. Florin Danila has also been in a road traffic accident on 23/10/2020 with Ali Al Shamary (Claimant in Case 26). Florin Danila's vehicle was inspected at 189d Brent Crescent (the address detailed on Prime Autocare's invoices).
- i. The Tesco Driver in Case 26 is Reyhan Safi who is also the driver in:
- Case 6 Sayahi – 16/09/2019.
 - Case 22 Yagli – 08/07/2019.
 - Case 24 Garousi – 02/09/2019.

THE CLAIMANT'S VEHICLE

5. The Claimant's vehicle is a Mercedes-Benz registration KD15 RVO (hereafter the Claimant's Vehicle), valued in the sum of £23,000, was deemed a total loss valued at £16,100.
- 5.1. At the time of the collision the Claimant's Vehicle was registered in the Claimant (Shahin Mouradi)'s name.
- 5.2. The Claimant's Vehicle was subject to a finance agreement with Santander Financial Services. The payments were substantially in arrears.
- 5.3. On 04 October 2019 (one day prior to the index collision) Santander was notified that the Claimant's Vehicle had been involved in an accident and had been in a garage called 'Hagi' for two weeks. Santander's agent, Towerhall was unable to trace the garage in question.

- 5.4. The Claimant's Vehicle underwent a successful MOT on 12 September 2018 at Safe Autos Unit 7c Abbey Estate, Mount Pleasant, Alperton, HA7 1RS. This is the same garage which carried out an MOT on the Claimant's vehicle in Case 3 and Case 31.
- 5.5. Prior to the index accident a successful MOT was carried out on the Claimant's Vehicle on 12 September 2019 at City Used Cars Limited, Johnsons Way, Coronation Road, Park Royal, London, NW10 7PF.
- 5.5.1. This address is in the same building as Wish Lounge, Johnsons Way, Coronation Road, Park Royal, London, NW10 7PF, this is a business directed and controlled by Alexander Reed, Claimant in Case 9 and was also directed and controlled by Ghaith Al-Waili.

JOHNSON HOUSE / MARTAZA AL HAMADI

- 5.6. Perivale Motor Group's registered address is PMG House, Johnsons Way, London, NW10 7PF. Martaza Al Hamadi provided his correspondence address as 44 Bideford Avenue, Perivale, Greenford, UB6 7PP.
- 5.7. Martaza Al Hamadi was Director of Logistic Solutions 613 Ltd.
- 5.7.1. Martaza Al Hamadi is also listed as the Director of Perivale Motor Group.
- 5.7.2. 44 Bideford Avenue, Perivale, Greenford, UB6 7PP is the address for the following companies controlled by Noel Khuashaba, Biar Hawaizi, and Bower Lally as follows:
- i. B H Car Repairs Ltd.
 - ii. A1 Performance Solutions Ltd.
 - iii. B & L Bodywork Ltd.

5.7.3. Johnson House, Johnsons Way, London, NW10 7PF is the address at which recovery, storage or MOT Inspections took on the following cases: -

- i. Case 7 Shahin Mouradi.
- ii. Case 10 Safaa Jasim.
- iii. Case 23. Caljam Engineers inspected the Claimants' Vehicle in Case 23 and advised that the vehicle was inspected at Johnsons Way, London, NW10 7PF.

5.7.3.1. In Case 23 Logistic Solutions 613 Limited provided invoices with the address of "Unit 3 14-16 Wadsworth Road, Perivale, Greenford, UB6 7JD". This is not the registered address of Logistic Solutions 613 Limited.

5.7.3.2. Unit 3 14-16 Wadsworth Road, Perivale, Greenford, UB6 7JD is however a formerly registered addresses of "BH Cars Limited" a business directed by Biar Hawaizi.

BIAR HAWAIZI

5.8. Biar Hawaizi has been the director of 10 companies:

- aa. Eagle Coachcrafts 007 Limited (Company Number 06597739) previously had a registered address of 42 Bideford Avenue, UB6 7PP.
- bb. Antonella Wine Bars Limited (Company Number 07002654).
- cc. A1 Performance Solutions Ltd (Company Number 07002654) previously had a registered address of 44 Bideford Avenue, UB6 7PP.

- dd. BH Cars Limited (Company Number 09127857) is now registered at Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD.
 - ee. BH Car Repairs Limited (Company Number 09128288) previously had a registered address of 44 Bideford Avenue, UB6 7PP.
 - ff. Fast Performance Limited (Company Number 09410193) is registered at Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD.
 - gg. B1 Capital Cars Limited (Company Number 09739859) is now registered at Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD.
 - hh. Auto Empire Limited (Company Number 09961022) is registered at Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD.
 - ii. Berkeley Motors Limited (Company Number 10472101) is now registered at Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD.
 - jj. B1AR X Logistics Limited (Company Number 11309385) is registered at Unit 4 Sabre House, 1 Belvue Road, Northolt, UB5 5QJ.
- 5.9. Mazlum Bahceci Claimant in Case 1 received a payment on 18 October 2019 in the sum of £24,000 which came from Berkeley Motors Limited MB17MAZ (run by Biar Hawaizi and Noel Khuashaba).
- 5.10. B1 Capital Cars Limited (run by Biar Hawaizi) had a policy of insurance on which Vehicle registration KT15 USG was insured.

5.10.1. Vehicle KT15 USG was purchased by Alexander Reed (Claimant in Case 9) on 02 November 2018 and is the Vehicle Alexander Reed was driving in his collision with the Tesco Driver.

5.10.1.1. Biar Hawaizi is 'friends' on Facebook with an individual named Nadeem Jawaheri.

NADEEM JAWAHERI

5.11. Nadeem Jawaheri is also 'friends' via Facebook with the following people:

- Adel Motlaghi Sayahi, Claimant in Case 6.
- Omar Al Hashimi, who in turn is friends with Hashim Al Hashimi, Claimant in Case 11.
- Rinas Ahmed (Facebook profile Rinas Osman), Claimant in Case 16.
- Tariq Faris, Claimant in Case 30.
- Awara Mario.

5.12. While Biar Hawaizi is the director of Berkeley Motors Limited it can be seen from a comment from a customer that an individual named Noel works at this garage. Berkeley Motors Limited shares the address Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD with two of Noel Khuashaba's businesses Fast Ten Limited and Fast Performance Limited (see below).

5.13. Biar Hawaizi was a co-director with Noel Khuashaba of B H Car Repairs Limited and Fast Ten Performance Limited.

NOEL KHUASHABA

5.14. Noel Khuashaba has a Facebook account under the name NoelY Noel as explained at paragraph 67 of the statement of Graham Douglas.

5.14.1. Noel Khuashaba is friends on Facebook with:

- aa. Sebastian Rogaliwicz (the Claimant in Case 29)
- bb. Biar Hawaizi].
- cc. Greg Daniel Collins (the Facebook name for Gregorz Collins (claimant in Case 8).
- dd. Ghaith Al-waili and Ghaith GhattMan Al Waili and

a. Ghaith Al-Waili is friends on Facebook with Samatar Jama (Tesco driver in Case 1).

5.14.1.1. Noel Khuashaba was previously or is still the director of the following companies all found at:

- aa. Club 10 Limited (Company Number 14001416)
- bb. First Fast Repairs Limited (Company Number 11311526) is registered at Unit 4 Sabre House, 1 Belvue Road, Northolt, UB5 5QJ.
- cc. Fast Ten Limited (Company Number 09788865) is registered at Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD.
- dd. Fast Performance Limited (Company Number 09410193) is registered at Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD.
- ee. B H Car Repairs Limited (Company Number 09128288) is registered at 44 Bideford Avenue, UB6 7PP.
- ff. Expert Rock Limited (Company Number 09670400).

5.14.1.2. Fast Ten Limited carried out repairs and provided the invoice in Case 29. The contact number on that invoice “07551511515” is registered to Mousa Mohamad Issa.

5.14.1.3. Noel Khuashaba and Ghaith Al-Waili were both directors of Expert Rock Limited. The two are also ‘friends’ on Facebook.

GHAITH AL WAILI

5.14.1.4. As well as being Friends on Facebook Ghaith Al Waili and Noel Khuashaba are both directors together of Expert Rock Limited.

5.14.1.5. Ghaith Al Waili is also a director of the same company as Alexander Reed, the Claimant in Case 9, of Wish Lounge.

5.14.1.6. The advertised address of Wish Lounge Limited is Johnsons House, Johnsons Way, Coronation Road, Park Royal, London, NW10 7PF.

5.14.1.6.1. An Instagram account for Wish Lounge Limited has been identified under the account @wishlounge.

5.14.1.6.2. Wish Lounge Limited’s Instagram profile is friends with the following:

- i. Biar Hawaizi.
- ii. Noely.88 an Instagram account linked to Noel Khuashaba.
- iii. Berkeleymotorslimited.
- iv. Vip_supercars.
- v. Itzmazzz – This appears to be the same Instagram account for Mazlum Bahceci but

he has amended the profile name from @mazlumbahceci to @itzmazzz.Document.

5.14.1.6.3. Ghaith Al-Waili is friends on Facebook with Samatar Jama (Tesco driver in Case 1).

5.14.1.6.4. Ghaith Al Waili is the project manager at Petrichor Designs Limited.

5.14.1.6.4.1. The Instagram account for Petrichor Designs Limited is @p.designsltd. The Facebook profile for Ghaith Al Waili confirms that he is a project manager for Petrichor Designs Ltd.

5.14.1.6.4.2. The followers of Petrichor Designs Limited can be seen at page 15-17.

5.14.1.6.4.3. The account is followed by the following Instagram accounts: -

- i. Itzmazzz – account of Mazlum Bahceci. It can plainly be seen that all of the images, including the profile image of the account are of Mazlum Bahceci as can be cross referenced with those images of Mazlum Bahceci at:
- ii. Mrswisss page 16 the account of Samatar Jama.
- iii. Mr_b1arx – the account of Biar Hawaizi.

5.14.1.6.5. The address for Wish Lounge, Belvue Road, Northolt, UB5 5QJ is the same address of B1 Capital Cars Limited which is controlled by Biar Hiawazi.

5.14.1.6.6. Mazlum Bahceci Claimant in Case 1 received a payment from Al-Waili GM in the sum of £81.90 on 01 August 2019.

BOWER LALLY

5.14.1.7. Bower Lally is the Claimant in Cases 14 and 15. Bower Lally brought a further claim against Tesco in February 2022.

5.14.1.8. The address of Belvue Road, Northolt, UB5 5QJ is also connected to Bower Lally as set out below.

5.14.1.8.1. In Case 15 Bower Lally provided an invoice from Hano Autos UK Limited for vehicle repairs showing the address 2 Creek Road, Deptford, London SE8 3EL. Blake Assessors reported the Claimant's Vehicle was stored at Carter Motors, Unit 7 Sabre House, Belvue Road, London, UB5 5QJ.

5.14.1.8.2. In Case 14 Bower Lally was driving a Mercedes Benz registration YE64 ZNT which he became the registered keeper of on 17.11.2014.

i. Bower Lally entered into a finance agreement for the Vehicle on 20.05.2016. On 16.01.2017 Bower Lally had a collision with a Tesco vehicle.

- ii. Noel Khuashaba purchased the Mercedes Benz registration YE64 ZNT from Bower Lally on 31.03.2017.

5.14.1.9. Bower Lally is registered as the director of 6 companies:

aa. HR Smith Limited registered at the address of Unit 1 Sabre House, Belvue Road, UB5 5QJ. Bower Lally was the sole director.

bb. BL Motors Limited registered address is Sabre House, Unit 1, Belvue Road, Northolt, UB5 5QJ. The company has previously had registered office address as follows:

- o 100c Welley Road, Staines, TW19 5HQ between 13/11/2018 and 14/01/2019,
- o 5 Sabichi House, Wadsworth Road, Perivale, Greenford, UB6 7JD between 14/01/2019 and 05/06/2019,
- o 7 Essex Park Mews, Acton, London, W3 7RJ between 05/06/2019 and 29/09/2020.

cc. B & L Bodywork Limited registered at the address of 44d Bideside Avenue, Perivale, Uxbridge, UB6 7PP which does not appear to exist.

- o However, upon searching the postcode it appears the address is in fact 'Bideford Avenue UB6 7PP'.
- o 42 & 44 Bideford Avenue, UB6 7PP are registered office addresses for companies run by Noel Khuashaba and Biar Hawaizi as detailed above.

dd. OK Valeting London Limited at the address of 36-39 The Green, Southall, UB2 4AN.

- a. OK Valeting London Limited featured in the recent claim by Bower Lally against Tesco, accident dated 21/02/2022.
- b. Bower Lally is the sole director from the incorporation date until present. There have been no other directors.

5.14.1.10. The address of 100c Welley Road, Staines, TW19 5HQ has been used by BL Motors Limited (run by Bower Lally). This is also the address for R & A Repairs Limited is directed by Rinas Ahmed at 100c Welley Road, Staines, TW19 5HQ.

RINAS AHMED

5.14.1.11. Rinas Ahmed the Claimant in Case 16 collided with Tesco Driver Rakesh Lakhman.

5.14.1.12. R & A Repairs Limited (directed by Rinas Ahmed) is the name of the policy holder which collided with Mohammed Namdar - Claimant in Case 2 in his previous accident on 20.04.2019.

5.14.1.13. In respect of the vehicles insured by R&A Repairs Limited it is worthy of note that:

- i. M88 BWR is a BMW 120 with which Namdar collided in the Aviva incident on 20/04/2019. M88 BWR was added to the Aviva policy for R & A Repairs Limited on 12/03/2019 and was removed on 08/07/2019.
- ii. M88 BWR was also insured on an AXA Policy under policy number A19/07RR0073290 in the name of Bower Lally t/a 'B&L Motors' with an address of 4 Chatsworth Road, Hayes, UB4 9ES. The vehicle was marked as

‘proposers own’ and was insured on the AXA policy between 05/06/2019 and 06/06/2019.

- iii. W8 BWR a Mercedes C220 AMG was insured on the R & A Repairs Limited policy over 2 periods as follows: 12/03/2019 until 18/03/2019 and 13/05/2019 until 12/06/2019.
- iv. The same vehicle, a Mercedes C220 AMG registration number W8 BWR was also insured by Bower Lally t/a B&L Motors. The vehicle was marked as ‘sales’ and was insured on the policy between 22/02/2019 and 14/05/2019 [0.170].
- v. Rinas Ahmed and Bower Lally have therefore owned and insured the same vehicles M88BWR and W8BWR on separate policies of insurance.

MOUSA MOHAMAD ISSA

- 5.14.1.14. As set out above Bower Lally’s BL Motors Limited operated from Sabichi House, 5 Wadsworth Road, Perivale, Greenford, UB6 7JD.
- 5.14.1.15. Sabichi House, 5 Wadsworth Road, Perivale, Greenford, UB6 7JD is also the registered address of W3 Car Repairs Limited, a company directed by Mousa Mohamad Issa.
- 5.14.1.16. W3 Car Repairs Limited was formerly registered at 7 Essex Park Mews W3 7RJ.
- 5.14.1.17. W3 Car Repairs Limited was the garage in:
 - i. Faris (Case 30) where the Claimant’s vehicle was reported to be stored at W3 Car Repairs Limited 7B Essex Park Mews

W3 7RJ as was confirmed in the Claimant's engineers (Blakes Assessors) report.

- ii. Nour (Case 27) where the Claimant's vehicle was reported to be stored at W3 Car Repairs Limited 7B Essex Park Mews W3 7RJ as was confirmed in the Claimant's engineers (Blakes Assessors) report.

5.14.1.18. W3 Car Repairs has an Instagram account was located under the @w3carrepairs with an account name W3 Car Repairs Ltd. The account is 'followed' an account under the name @berkeleymotorslimited with an account name of 'Berkeley Motors Limited'. This is a company run by Biar Hawaizi.

5.14.1.19. The Claimant's vehicle in Case 6 (Sayahi) LM18XVU was acquired by a new keeper on 10/02/2020. That new keeper was W3 Car Repairs Limited, address given as Rear of 5 Sabichi House, Wadsworth Road, Perivale, Greenford, UB6 7JD.

- iii. W3 Car Repairs Limited is directed by Moussa Mohammad Issa.

APPENDIX 2





