

Case No: H01YX809

IN THE CENTRAL LONDON COUNTY COURT
BEFORE: HHJ BAUCHER

Date: 17th November 2023

Shireen Tiara Morgan

Claimant

- and -

Sunil Shah

Defendant

and

Tesco Stores Limited

Second Defendant/

Part 20 Claimant

Mr Stuart Brady (instructed by True Solicitors LLP) for the Claimant
Mr Aaron Pulford (instructed by Keoghs LLP) for the Second Defendant/ Part 20 Claimant
Mr Shah made no appearance.

Hearing dates: 16th, 17th 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:

1. This claim relates to a road traffic accident on 16th August 2019. I shall refer to the parties by name for the sake of clarity. Ms Morgan claimed on that date she was driving her Land Rover Range Rover Sport LL65 ZRE along Somerton Road, London when at 21.45 Tesco’s driver, Mr Shah, driving a delivery vehicle BT15 ZXC emerged from Drayton Close, failed to give way, and drove into her vehicle. Ms Morgan issued proceedings for damages in respect of the write off value of her vehicle, her policy excess and hire charges. The total claimed was £120,7777.48.
2. Tesco denied liability and alleged that Ms Morgan and Mr Shah deliberately drove into each other. Tesco counterclaimed and issued Part 20 proceedings for damages for the torts of deceit and conspiracy. Judgment was entered in the Part 20 proceedings on the 27th September 2021. Mr Shah did not attend the trial and took no part in the proceedings.
3. Ms Morgan took an active part in the proceedings until the door of the court. On the first morning of trial, in her absence, counsel applied for an adjournment. However, upon further instructions the application was withdrawn. I duly acceded to an application made by Tesco to strike out the claim and the defence to the counterclaim.
4. Tesco’s case is that the accident on the 16th August 2019 was staged by Ms Morgan and Mr Shah, assisted by other unknown individuals, and that this accident is, but one, of a series of targeted staged accidents, involving drivers employed by Tesco at their Greenford depot, to recover compensation from Tesco. Tesco identified a further 12 cases which they allege 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 Shimaa 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)

5. The evidence from Tesco’s witnesses Mrs Hawkins, Mr Douglas and Mr Maberly was not challenged. Tesco also relied upon deposition evidence from Mr Suleman and written evidence from Mr Salazar and Mr Palenta. Mr Etherington, forensic engineer, gave oral evidence.
6. Mr Pulford appeared on behalf of Tesco and Mr Brady represented Ms Morgan. I consider Mr Brady had a particularly difficult task given events on the first morning of the trial. I thank both counsel for their assistance and representations.

Dramatis Personae

7. The following individuals featured in the claim:

Name	Title within proceedings	State of Proceedings	Role	Position
Shireen Morgan	Claimant	Trial of Claimant’s Claim and Tesco’s Counterclaim	Claimant and Defendant	Driver
Arif Latif	/	/	Witness for the Claimant	Employee of APU Limited
Carl John	/	/	Witness for the Claimant	Employee of APU Limited
Sunil Shah	First Defendant and P20 Defendant	Assessment of Damages	Defendant	Tesco Driver

Mohamed Suleman	/	/	Witness for Tesco	Tesco Driver
Stalin Salazar	/	/	Witness for Tesco	Tesco Driver
Krzysztof Palenta	/	/	Provider of MG11	Tesco Driver
Graham Douglas	/	/	Witness for Tesco	Fraud Analyst
Julie Hawkins	/	/	Witness for Tesco	Tesco Fleet Legal Manager
Julie Plumb	/	/	Witness for Tesco	Tesco Insurable Risk Manager
Mark Maberly	/	/	Witness for Tesco	Tesco Corporate Investigations Manager
Peter Etherington	/	/	Expert Witness	Tesco's Forensic Engineer
Darren Harding	/	/	Witness for Tesco	Rates Surveyor (WhichRate UK)

The pleaded claims in tort and deceit

8. 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 paragraphs 11- 14.

“11. On 16 August 2019 a collision took place between the Second Defendant’s Vehicle and the Claimant’s Vehicle at the junction of Draycott Close and Somerton Road.

12. Following the collision, the First Defendant reported the facts of the collision in an incident investigation form dated 05 October 2019. The account the First Defendant gave by telephone on 16 August 2019 was recorded a copy of that recording is appended to this Defence. The accident report was made as follows “*The Insured vehicle was reversing from draycott close onto somerton road at 5mph. The tp vehicle was travelling on Somerton road looking to turn left onto draycott close. The insured vehicle has failed to stop in time, and this has resulted in contact between the rear offside of the insured and the front nearside of the tp*”. A copy of the first notification of loss form is appended behind this Defence.

13.The Second Defendant appends to this defence a link to the dashboard camera footage of the collision. The Defendant will aver the footage shows the following:

- i. The Second Defendant's Vehicle can be seen driving in reverse, the initial speed is 0.6 miles per hour at 21.44.22.92.
- ii. The Second Defendant's Vehicle increases the speed to 5.3 miles per hour at 21.44.26.08
- iii. The Second Defendant's Vehicle momentarily slows to 3.2 miles per hour at 21.44.26.59
- iv. The Second Defendant's Vehicle then gains the speed up to 6.6 mile per hour when the Second Defendant's Vehicle is seen to jolt (at 21.44.27.72).
- v. There is then a period during which the Second Defendant's Vehicle is stationary until 21.44.35.80.
- vi. Following that stationary period, the Second Defendant's Vehicle begins to reverse again while the rear of the vehicle appears to turn to the left.

14.The Second Defendant avers that the Claimant and the First Defendant intentionally drove into collision with one another, with the express intention of enabling the Claimant, to pursue a claim against the Second Defendant.”

And continuing at paragraphs 57 – 66:

Tort of Deceit

“57. The Claimant has made false statements by herself within her Claims Notification Form, Claim Form, Particulars of Claim, intending that the Second Defendant would rely and act upon the same.

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

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

60.The Claimant and with the First Defendant have perpetrated a deceit in alleging the facts of the accident were such as to make the Second Defendant liable for the actions of the First Defendant. Such deceit as referred to above has caused the Second 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 deceits of the Claimant and the First Defendant have separately and together caused the Second Defendant losses.

61.The Claimant made the representations fraudulently in that she 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 Second Defendant and in so doing has caused the Second Defendant to invest time and money to deal with this claim and to incur the cost of repairing its own vehicle damage.

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

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

Tort of Conspiracy

64. On or before 16 August 2019, the Claimant and/or the First Defendant with each other and/or other persons whose names are presently unknown to the Second Defendant (or any two or more together), conspired and combined together wrongfully and with the sole or predominant intention of injuring the Second Defendant and/or of causing loss to the Second Defendant by facilitating damage to the Second Defendant's Vehicle and loss to the Second Defendant's business.

65. Pursuant to and in furtherance of the conspiracy pleaded at paragraph 63 above, the Claimant and/or the First Defendant, with each other and/or other persons whose names are presently unknown to the Second Defendant (or any two or more together) did the following by which the Second Defendant was injured:

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

66. As a result of the Claimant and/or the First Defendant's conspiracy, as set out in paragraphs 63 and 64 above, the Second Defendant has suffered loss and damage, in that the Second Defendant has incurred the cost of repairing its vehicle, the cost of responding to and investigating the claim by the Claimant and the Second Defendant will continue to suffer loss and damage until the claim is concluded."

The law

9. The legal framework is agreed. Mr Pulford set out in his opening written submissions the relevant legal framework and I gratefully adopt his summary as per paragraphs 10- 34 below:

Deceit

10. For a claim to succeed in the tort of deceit Tesco must prove, on the balance of probabilities¹, that Ms Morgan and Mr Shah 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.
11. A ‘representation’ must :1) be a statement (written or oral) or conduct amounting to a representation: 2) which is false.
12. 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.
13. For the tort of deceit to be actionable it is not enough that Ms Morgan and Mr Shah were negligent as to whether the representation was false. They must have made the statement:
- i. knowingly,
 - ii. without belief in its truth, or

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)

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 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

14. 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.
15. Reliance upon the representation: Tesco must prove that it relied on the representation and that Ms Morgan and Mr Shah intended Tesco to rely on it⁹.
16. 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.

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

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.

Conspiracy

17. There are two forms of conspiracy: unlawful means conspiracy and lawful means conspiracy.

Unlawful Means

18. 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.
19. Summarised in Kuwait Oil Tanker v Al Bader [2000] 2 All E.R. (Comm) 271 (at 108) the elements are:
 - 1.1.1. An agreement, or “combination”, between a given defendant and one or more others;
 - 1.1.2. An intention to injure the claimant;
 - 1.1.3. Unlawful acts carried out pursuant to the combination or agreement as a means of injuring the claimant; and
 - 1.1.4. Loss to the claimant suffered as a consequence of those acts.
20. 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.
21. 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.
22. 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.
23. 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'.
24. 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).
25. 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.

26. 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].
27. 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.
28. 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.
29. Loss to the Claimant. Finally, the Claimant must prove that by reason of the conspiracy it has suffered a loss.

Lawful means

30. A second type of conspiracy exists in tort: Lawful means conspiracy.
31. The test for lawful means conspiracy is a combination to perform acts (which are, not in themselves unlawful), but are done with the sole or predominant purpose of injuring the claimant, which cause loss: it is in the fact of the conspiracy that the unlawfulness resides.¹²
32. The elements of this tort are the same as for unlawful means conspiracy with the exception of the intention to injure requirement.

An intention to injure:

33. For lawful means conspiracy, it is necessary to prove that the conspirators had the sole or predominant intention of injuring the claimant¹³. As it was put in

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

¹² *Allen v Flood* [1898] Lord Watson at 108

¹³ *Crofter Hand Woven Harris Tweed Co v Veitch* [1942] at 445, per Lord Simon LC; *Lonrho v Fayed* [1992] at 467, per Lord Bridge. See now also *Revenue and Customs Commissioners v Total Network SL* [2008] at paras 41 and 56

Crofter Hand Woven Harris Tweed Co Ltd v Veitch [1942]: *'If that predominant purpose is to damage another person and damage results, that is tortious conspiracy'*.

34. The mental element of intention to injure the claimant will be satisfied where the defendant intends to injure the claimant either as an end in itself or as a means to an end such as to enrich themselves or protect or promote their own economic interests. It will not be satisfied where injury to the claimant is neither a desired end nor a means of attaining it but merely a foreseeable consequence of the defendants' actions.
35. 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 financial arrangements and history of the vehicle prior to the crash

36. Ms Morgan took out a financial loan for the vehicle with BMW finance on the 15th May 2017. The agreement was for 60 months. She paid £56,300 for the Range Rover Sport but allowing for interest the total sum under the agreement was £64,423.40 payable at the monthly rate of £658.04. Ms Morgan's net pay was £1661.98, and she was in receipt of Universal Credit. Thus, the monthly payment was a substantial sum out of her income.
37. Five months after purchase the vehicle was written off on the 18th October 2017. The vehicle was written off again in July 2018 and Ms Morgan received a pay out of £24,307.13. On that occasion the vehicle was stored at MG Auto Repairs at 7a Wandsworth Road Perivale UB6 7 JD.
38. Notwithstanding two total loss pay outs Ms Morgan did not pay off her loan agreement until 7th February 2020.

The accident on 16th August 2019

39. The first description of the accident was contained in Ms Morgan's Claim Notification Form dated 20 August 2019 which states:

“The full extent of our client's injuries are yet to be fully determined. However at present our client advises they have upper and lower body pain. Furthermore we are presently unable to confirm dates of any attendance at the GP, nevertheless we shall inform you of the same in due course....

Our client was correctly proceeding along Somerton Road, when the third party vehicle failed to stop at giveway of the side road and pulled out and collided into our clients vehicle. The accident location is “Somerton Road.”

40. The second description is contained in Ms Morgan’s account to her insurer, “Motor Accident Report Form-Somerset Bridge” dated 26.02.2020. She alleged the location of the accident as Draycott Close/Somerton Road. The Claimant stated “driver pulled out of side road onto main road. Hit me on side of my car came out of side road without looking correctly he is at fault and admitted liability.” There is also a diagram which in my view clearly demonstrates a Tesco vehicle travelling forward into collision with a Range Rover. This document is signed by Ms Morgan. (The diagram is reproduced at paragraph 77 of this judgment).

41. The third account was contained in the medical report of Dr Shamshad Syed dated 29.09.2019 in which Ms Morgan reported:

“The vehicle was moving on a main road when it was hit by a van from passenger's side. She was thrown from side to side.

The Claimant developed moderate pain and stiffness in the neck on the day of the accident these improved and are now mild to moderate and intermittent. The Claimant has suffered from generalised headache associated with their neck pain following the accident.

The Claimant developed severe pain and stiffness in the lower back on the day of the accident. These improved and are now moderate.

The Claimant has been a nervous driver since the accident. This has not prevented driving but makes her a great deal more wary. The Claimant has been suffering from flashbacks since the accident. The Claimant experienced moderate shock and shakiness immediately after the accident.

The Claimant normally engages in regular (2-3 times each week) sporting and leisure activities. These continue to be prevented as a result of her symptoms.”

42. Ms Morgan’s final account was contained in her witness statement where she said in the following paragraphs:

“30. All of a sudden, another vehicle, which I now know to be the Second Defendant's white Iveco daily 35S11 motor vehicle registration number BT15 ZXC, reversed out of Drayton close, to my left, and collided with the passenger side of my vehicle.

32. The force of the impact caused my airbags to deploy.

38. The other driver was very apologetic and he gave me his insurance details.

44. An accident management company alongside the garage put me in touch with Accident Exchange.

45. The inspection took place at unit 7 Belvue Rd, London, UB5 5QJ”;

46. Hanos Autos were recommended to me by a friend. I was told to use them as they were a good repairer.

71. I have no link whatsoever with Hanos Autos.

72. I have no link with the repairing garage.”

43. The dashboard camera footage of the collision shows the following:

The Tesco vehicle can be seen driving in reverse, the initial speed is 0.6 miles per hour at 21:44:22:92.

The Tesco vehicle increases the speed to 5.3 miles per hour at 21:44:26:08.

The Tesco vehicle momentarily slows to 3.2 miles per hour at 21:44:26:59.

The Tesco vehicle then gains the speed up to 6.6 mile per hour when the Tesco vehicle is seen to jolt (at 21:44:27:72).

There is then a period during which the Tesco vehicle is stationary until 21:44:35:80.

44. The footage also shows that as the van reverses the road is clear of parked cars on both sides.

45. Mr Shah telephoned Tesco’s accident helpline. Part of that telephone call was played during Mr Pulford’s closing submissions. I listened to it again when preparing this judgment. During that telephone call Mr Shah said:

“I think she was trying to turn into the estate.. she was doing nothing more than 10mph. The damage was to her front wing and mirror on the passenger side- the casing to the mirror was scratched as it caught the side of the van.. there was no pre-existing damage that I could see.. she reckoned it was my fault as I was reversing out. I gave her a bump card... her vehicle was roadworthy.”

46. Mr Shah provided a postcode and was then asked whether the road was Draycott Close, and he said “yes.” He then said the accident happened as he was coming out of the estate “the parking was tight with parking on either side. I was reversing into Somerton Road.”

The damage to the vehicle

47. Mr Kemp prepared an engineer’s report for Ms Morgan which refers to the deployment of the Mercedes’s passenger side sill (the roof) air bag. Mr Kemp attached 32 photographs of Ms Morgan’s vehicle. There is no evidence as to when or by whom the photographs of Ms Morgan’s vehicle were taken.
48. Mr Etherington, Forensic Collision expert, in his report dated 05.06.2022 summarised the damage and his opinion is set out in the following paragraphs:

“[3.1.2] There is a scrape on the lower door mouldings (G) which mirrors the upper door damage in height, and this is consistent with both areas of damage being caused in the same incident’;

[3.1.3] The damage on these lower mouldings on both doors is at a height of approximately 30cm from ground level. This is below the rear profile on the back of the Iveco, and this cannot have originated from contact with the Iveco.

[3.1.5] The slanted mark (D) from the front edge of the near side front door downwards onto the rear edge of the door is not consistent with being caused as a result of the Range Rover moving forwards because if it was moving forwards the line would generally be horizontal and not slanted downwards.

[3.1.6] The mark (F) on the lower section of the front wing extends onto the front door and then onto the rear door. The height of this mark varies and mirrors the height of the mark (G) on the lower moulding which is too low down to be contacted by anything on the Tesco Iveco.

[3.1.7] This contact mark commences as a dark coloured material transfer mark on the forward section of the door and then develops into twin parallel contact marks on the rear door’;

[3.1.8] ‘The mark (F) commences approximately 60 cm from ground level. This does not match the upper or lower profile on the Iveco alloy crossmember.

[3.1.9] If this mark (F) did originate from contact with the end of the Iveco rear alloy cross member then there would be another mark above it where the upper profile of the alloy crossmember is located at approximately 70-72cm from ground level. There is no upper contact mark that would match the end profile of the alloy crossmember.

[3.1.10] After considering the height and profile discrepancies of the mark F and the fact that the height is mirrored on the lower door mould, I have concluded that this mark has not originated from contact between the outer profile of the cross member or the corner pillar on the Iveco body.

[3.1.11] I have considered if the red coloured material transfer marks that extend in a discontinuous line from the forward edge of the near side front door along the side onto the rear door could have originated from anywhere on the rear profile of the Tesco Iveco.

[3.1.12] The only red coloured component on the Iveco body is a strip of reflective tape that passes along the rear face of the Iveco on the lower capping that fits to the lower edge of the rear body panel. This is at a height of 80cm from ground level whereas the red marks on the side of the Range Rover are at a height of 60cm from ground level.

[3.1.13] ‘The Iveco rear lamp lenses are red, but these are set back from the corners of the Iveco and recessed into the U shaped crossmember profile so they could not be contacted in the collision scenario presented.

[3.1.14] The discrepancies in the heights and profiles dictates that the red coloured marks on the side of the Range Rover have not originated from contact with the rear profile of the Iveco.

[3.1.17] The remaining area of damage to consider is the vertical impact profile (A) on the wing and the edge of the bonnet, and this could be consistent with contact with one of the rear corners of the grocery body on the Tesco Iveco.

[3.1.18] If this vertical profile damage did occur as a result of contact between the Iveco and the Range Rover then the Range

Rover must have been stationary because there are no horizontal marks leading in or out of the damage area.

[3.1.19] The reported collision circumstances state that the Range Rover was moving at the time of the contact so if this is correct this vertical damage profile cannot have occurred as a result of contact from the Tesco Iveco..

[3.2.3] Peter Etherington further provides his opinion on the likely costs of the repairs to the Claimant's Vehicle for the damage which in his opinion is compatible with the facts of the index collision is £3,822.66."

49. In his report Mr Etherington said Mr Kemp had listed numerous steering and suspension components for replacement but there were no photographs of any damage to those components and there was no visible misalignment of the near side front wheel. Mr Etherington said there was no explanation why those components were listed for replacement. Mr Etherington also said Mr Kemp did not mention the previous extensive kerb strike damage to both nearside wheels but listed the same for replacement. Finally, he said Mr Kemp also described the pre-incident condition as 'average' but failed to mention the near side front door was a different colour to the other body parts.

50. In his oral evidence Mr Etherington confirmed he had inspected neither vehicle. He said he had never seen any Iveco delivery vehicle with a different body profile. He said if the dent illustrated in photograph 18 on p37 of his report had been caused in the accident the Land Rover must have been stationary as there were no horizontal marks leading in or out of the area of damage. He said the marks identified as F and G on photograph 22 could not have been sustained in the accident. He said that mark F was 60cm above ground level and did not match the upper or lower profile on the Iveco alloy crossmember. He said that mark G was too low to have come into contact with anything on the Tesco van. He said that the only variation to the measurements would be if the Tesco van was fully loaded and its tyres deflated and then the maximum height differential would be 7cm.

The evidence of Tesco home delivery drivers

51. Tesco relied on evidence from three former drivers based at the Greenford depot. None attended court to give oral evidence.
52. 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.
53. 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.
54. 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.

55. 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

56. Mr Douglas provided two witness statements setting out details of the links in this case. 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.
57. Ms Morgan's vehicle was allegedly stored at Hano Autos UK Limited. That is the primary link upon which Tesco rely in these proceedings. Mr Pulford contended that Hano Autos is the alleged inspection location in cases 1, 2 5, 6, 13, 15,16,19 and 29.

Submissions

58. Mr Brady submitted that the fact the Range Rover vehicle visited MG Autos in 2018 and the location of that garage in the vicinity of Sabichi House was a mere coincidence. He contended Ms Morgan had simply misdescribed the accident location. Mr Brady argued that when read purposively none of the accounts given by Ms Morgan were inconsistent with Mr Shah having reversed his vehicle into her Range Rover. Mr Brady said any unexplained damage to the Range Rover related to events beyond the control of Ms Morgan. He said Mr Shah had only been involved in this one accident and there was insufficient evidence to persuade the court a deceit or fraud had been perpetrated.
59. Mr Pulford submitted that Ms Morgan had a motive for the crash as she received a pay out from her insurers, GAP insurance and salvage. In addition, he said she had the benefit of a luxury hire vehicle for 7 months and 11 days. Mr Pulford said Ms Morgan also had a personal injury claim which she subsequently

withdrew. Mr Pulford submitted Ms Morgan had the means to arrange the crash by virtue of her link with MG Autos and its proximity to Sabichi House.

60. Mr Pulford argued the accident circumstances did not withstand scrutiny. He said Mr Shah gave the wrong location and said there were parked cars when no parked cars were present. Further, Ms Morgan did not mention the side road until 6 months later and then she gave the same incorrect location as Mr Shah.
61. Mr Pulford said that none of the damage to the Range Rover was compatible with Ms Morgan's account.
62. Mr Pulford argued there were hallmarks of other Tesco crashes as Ms Morgan was driving a premium vehicle, at night, which was reversed into on a residential street. He said there were 7 linked actions involving a Range Rover; cases 4,6,19,20,21,24,27 and 30. Ms Morgan's airbag had activated and that had occurred in 10 Greenford depot crashes. The owner of Hano Autos was also linked to 3 other individuals who had brought claims in cases 6, 16 and 30. Hano Autos had been used in 10 of the linked claims. Finally, the side of the car had been damaged in 21 claims.

Findings

63. This case starts and finishes with the accident circumstances. It is also a classic case of how seemingly small matters can shine a light on the truth. It was Mr Brady's primary contention that Ms Morgan made an innocent mistake when she reported the accident location. He said Upton Close was merely one junction along from Draycott Close. At first blush there seemed some force in that submission. Further Mr Brady's submission that armed with an open admission of liability from the driver Ms Morgan could have been lulled into a lack of precision seemed attractive. However, where an accident happened is clearly crucial in terms of road layout, line of sight and other relevant matters thus in any case a misdescription would raise a suspicion, but what distinguishes this case is that both Ms Morgan and Mr Shah identified the wrong location. Mr Brady valiantly tried to explain this in his written submissions at paragraphs 36 -37:

“The First Defendant reported the accident location on the 19th August 2019 as the junction of Draycott Close and Somerton Road see [4.03]. This would appear to be the genesis of the idea that the accident happened on the junction of Somerton Road and Draycott Close. Which may well then have been treated from therein by both parties, who were inevitably corresponding in relation to settlement etc.

It is inherently more likely that correspondence between the parties’ representatives regarding the accident aftermath/insurance recovery etc... was what wrongly established the location, particularly in circumstances when there is nothing to discernibly gain from providing a misleading location one junction along Somerton Road.”

64. The difficulty is that any submission must be based on evidence and there is not one shred of evidence that either Ms Morgan or Mr Shah, or their respective insurers, corresponded to that effect. Indeed, Ms Morgan does not identify the side road at all until the 26th February 2020 when she reported the crash to her insurers. When she did so, she incorrectly referred to Draycott Close, and not Upton Close. It is beyond credulity that both drivers would make the same mistake about something so important. In my view that is because Ms Morgan was colluding with Mr Shah. There is no other explanation for them both misdescribing the location.
65. Mr Shah had satellite navigation in his vehicle which would have shown the accident location. He further had the exact post code when he telephoned the Tesco help line. I have listened carefully to the tape recording of that telephone call especially as Mr Shah is so softly spoken it was difficult to hear all the conversation when the tape was played in open court. When he was asked whether the location was Draycott Close he positively confirmed the location. There is no suggestion of hesitation or uncertainty. This was the conspirators’ first mistake. The dashcam footage clearly shows that the Tesco van was reversing out of Upton Close.
66. The second mistake is contained within that taped telephone call. Mr Shah explained the accident happened as he was reversing as the “parking was tight with parking on either side.” That was a blatant lie. The dashcam footage clearly shows a complete absence of vehicles. I consider Mr Shah deliberately mentioned parked vehicles in a vain attempt to explain how as he was concentrating elsewhere he reversed into the Range Rover. Further close

inspection of that footage in my view clearly demonstrates that there was no need to reverse out of that road. Mr Shah could have easily undertaken a three point turn.

67. The third mistake was again within that tape recording. Mr Shah refers to Ms Morgan's vehicle moving at 10mph to which I shall return in relation to Mr Etherington's report. Ms Morgan cannot have been moving. Mr Shah also described in that phone call the damage to Ms Morgan's vehicle. This is yet another mistake. He merely identifies Ms Morgan's nearside wing and her mirror not the entire nearside of her vehicle. If the entire passenger side had been damaged, I would have expected Mr Shah to have said so; again, his failure to report the extent of the damage demonstrates that this was not a genuine accident. If the entire passenger side of the vehicle was damaged as Ms Morgan would have me believe it is inconceivable that Mr Shah would not have reported it. Indeed, to the contrary in that phone call he positively asserts there was no other damage beyond the wing and scraping to the nearside mirror.
68. The fifth mistake is Ms Morgan's description of how the accident occurred. The first description was contained in the Claim Notification Form. Again, Mr Brady valiantly sought to persuade me that the words "when the third party failed to stop at giveway(sic) of the side road and pulled out and collided into our clients (sic) vehicle" could be construed to include reversing. With all due respect to counsel's submission the key to unlocking that phrase are the words "pulled out." Mr Pulford said in common parlance that is taken to mean driving out of a junction. I accept that submission. Indeed, I find that if Ms Morgan had said at the outset the Tesco van was reversing, she would have had a much stronger case for a portal claim as emergence from a side road can lead to a finding of contributory negligence. However, if the Tesco van reversed onto the major road any claimant would be on a much stronger footing. I find that Ms Morgan failed to do so either because she could not get her story straight or because she was not in the vehicle that night and it was being driven by others in this conspiracy and therefore, she has no idea what happened.
69. That view is fortified by the continued failure in documents thereafter to correctly describe the accident circumstances. Her own report to her insurers

refers to the “driver pulled out of side road on to the main road.” That report also contains a sketch plan drawn by Mrs Morgan (I have reproduced that document at paragraph 77 below). It clearly shows the direction of the van emerging out of the side road. In my view it also contains a further detail. The Tesco van is not drawn as a rectangle. It is drawn as narrower at the front than the back. It is said that a picture paints a thousand words and I consider Ms Morgan deliberately depicted the van in those terms because she was showing the engine at the front and the box of the van behind. In short, she was illustrating a forward movement. There is then the unequivocal description to Ms Morgan’s medical expert. However, the most damning confirmatory piece of evidence is the Particulars of Claim. If Ms Morgan was truly asserting the Tesco van reversed into her vehicle not only should she have stated as such but it should have been asserted in the particulars of negligence. Its absence is inexplicable unless the accident was in truth stage-managed.

70. The first time Ms Morgan says that the Tesco van reversed out of the junction was in her witness statement, but this was served after Ms Morgan had been provided with the dash camera footage.
71. The dash camera footage is also helpful in understanding this accident in another respect. I have reviewed it and I do not consider it shows the actions of a normal driver. If the driver had truly been intending to reverse out onto a major road, I would have expected him to do so with caution; and not accelerate immediately prior to impact. In my view the footage lends support to this being a staged accident.
72. There was also a further mistake in relation to the accident circumstances. Mr Shah said he “thought she was trying to turn into the estate.” That does not sit with Ms Morgan’s evidence. I find that it does not sit as it was yet a further error in the combined attempt to advance the accident as a genuine one.
73. However, the fatal mistake in this accident is in respect of the damage to Ms Morgan’s vehicle. Mr Brady sought to persuade me that any damage unconnected to the accident was beyond Ms Morgan’s control. Whilst I accept, it is plausible that when the vehicle was in the control of others damage was

sustained, the main issue for Ms Morgan is the damage which is consistent with the collision.

74. Mr Etherington prepared a report of some 64 pages. I have considered it, and the accompanying photographs, with care. I have also had regard to Mr Etherington's considerable experience which is set out in some 5 pages. In my view his independence is confirmed by his split of instructions for 2021/22 of 56% claimant, 43% defendant and 3% single joint. I also had the benefit of his evidence in the witness box. I found him an impressive witness. I sought clarification of a number of matters, and I was impressed by the careful, clear manner in which he assisted my understanding of the damage to the Land Rover and its interaction with the Tesco van.
75. The crucial aspect of Mr Etherington's evidence was in respect of photograph 18 found on p37 of his report at paragraph 3.1.8:

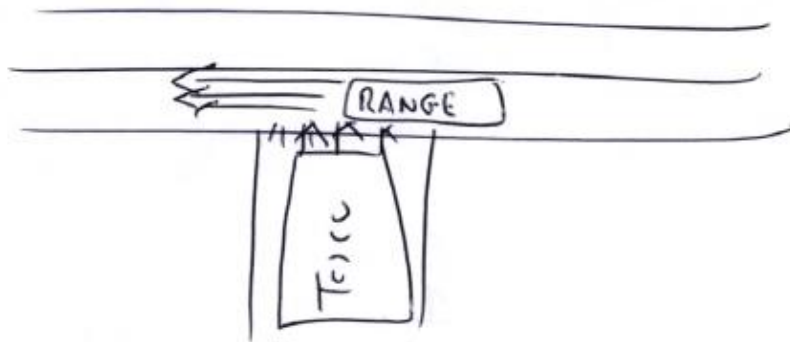


76. Mr Etherington was clear in his report and, in my view, even clearer in his oral evidence. It was put to him by Mr Brady that the damage shown in that photograph was consistent with a collision with the corner of the Tesco van. Mr Etherington accepted that it was, but only if the Land Rover was stationary. Mr Etherington carefully explained that the Land Rover could not have been moving when it sustained that damage. He said that if the Land Rover had been moving then there would have been “lead in marks and lead out marks when the contact occurred.” I have no hesitation in accepting that evidence. In that regard it matters not whether the Tesco van had inflated tyres or was fully loaded such that there may have been a variation of 7cm in the height of the van. It is the

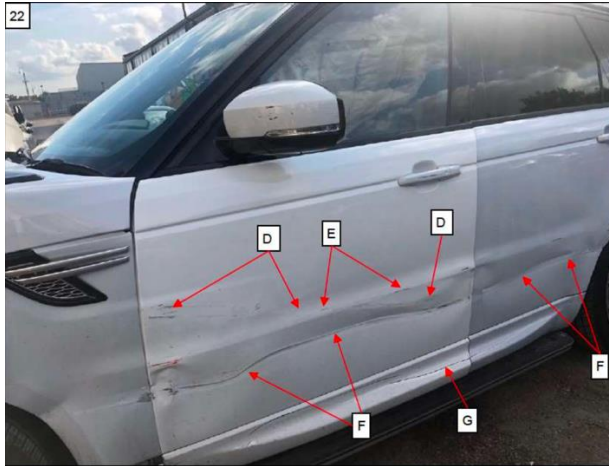
absence of any lead in and out marks which is fatal; and that cannot be explained by any variation in the height of the Tesco van.

77. Ms Morgan's account, and indeed that of Mr Shah, was that she was moving at the time of the accident. Mr Shah said she was moving at 10mph in his telephone call. Ms Morgan in her Claims Notification Form describes herself "proceeding." The diagram accompanying the report to her own insurers has arrows pointing at the front of her vehicle showing the direction of travel which is in a forward motion:

Please give a sketch plan of the accident here – show if possible widths of road, location, direction of travel of vehicles or pedestrians concerned and relevant road signs:



78. She tells her medical expert her vehicle "was moving." Thus, on the account of both drivers there is no question that the Land Rover was allegedly moving at the time of its impact with the Tesco van. This one piece of evidence is fatal to Ms Morgan's claim as it proves, beyond peradventure, that the accident was stage managed.
79. I do not need to consider in detail the unexplained vehicle damage as so graphically set out in Mr Etherington's report. I am satisfied it was not caused in the accident. Mr Etherington carefully explained in his report and in his oral evidence that the marks he clearly identified as D E F and G on photograph 22 could not have been caused in the accident:



80. Mr Etherington explained that D was inconsistent as the line was slanting downwards and it should have been horizontal had the Range Rover been moving. He said that mark F mirrored G and the damage caused by G was too low to have contacted anything on the Tesco van. Mark F also commenced 60cm above ground level which was inconsistent with contact with the van's crossmember. Mr Etherington said that the only possible contact point to create the marks identified as E was 80cm above ground level whereas the mark was 60cm. I find that damage is clearly inconsistent with any contention it was sustained in the index accident. The height differentials are also such that the damage cannot be explained by the Tesco van driving with deflated tyres or being fully loaded. There is no evidence to that effect in any event.

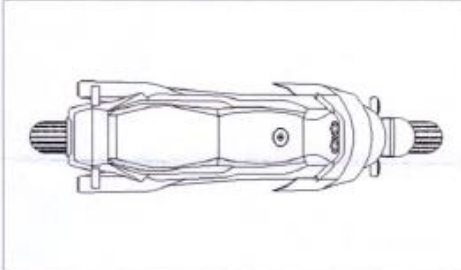
81. I also reject the contention that Ms Morgan is not associated with this damage. Mr Brady submitted at paragraph 28 of his written submissions:

“Ms Morgan has made claims in relation to the vehicle damage and has had to rely upon the conduct of vehicle inspectors, garages and the like in assisting her in the relation to rectifying vehicle damage, quantifying and advancing her claim. She has no precise nor contemporaneous knowledge of the conduct of these other agents.”

82. If Ms Morgan had been an innocent dupe then there would be force in those submissions. However, that she was fully complicit is clearly demonstrated by the claim she submitted to her own insurers. She drew a diagram of the damage to her vehicle, and it showed 4 separate impact points along the whole length of her vehicle:

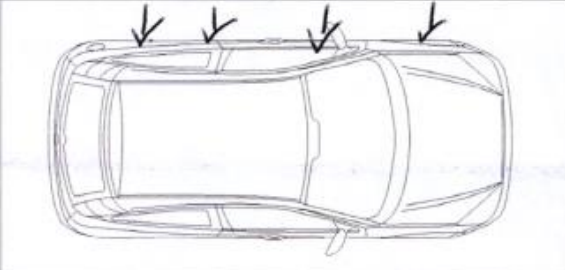
Damage Please provide a description of the damage and use arrows to indicate areas of impact.

Near-Side



Off-Side

Passenger's Side

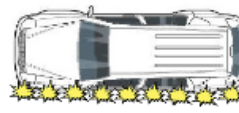


Driver's Side

Is the vehicle driveable? Yes No

If not, where is the vehicle currently located? **GARAGE**

83. She also allowed the report from Blake Assessors to be disclosed in support of her contention the vehicle was a total loss and that shows impact damage down the entire passenger side of the Range Rover:

Vehicle: LAND ROVER RANGE ROVER SPORT H	Colour: WHITE	Speedo: 43000	Miles
Reg No: LL65ZRE	Registered: Nov 2015	Type: Estate	Trans: Automatic
Vin No: SALWA2KE3GA639739		R/H/F Tyre 5	R/H/R Tyre 5
Mods: None	Cond: Average	R/H/F Belt Fitted	R/H/R Belt Fitted
Audio: Standard	Manf'd: 2015		Spare Tyre
Brakes: Satisfactory	Taxed:		Centre Belt
Steering: Damage in accident	Fuel: Diesel		Fitted
Extras: None	C.C.: 2993		
Air Bags Deployed: Deployed	BHP: 306	L/H/F Belt Fitted	L/H/R Belt Fitted
Damage: Moderate Collision/Impact LH Side	Incident: 16/08/2019	L/H/F Tyre 5	L/H/R Tyre 5
Vehicle Value: £28,000.00	Repair Cost: £22,903.13 inc VAT	(81.80% of PAV)	Roadworthy: No

84. Ms Morgan must have known that damage was not sustained in the accident.

85. I am satisfied that Ms Morgan was involved in a stage-managed crash, and not an accident. I am sure her motive was to make, yet more, money out of car crashes. She had already had the benefit of two write off accidents. I also consider that it is telling she did not pay off her financial loan on either prior occasion. I consider that was a deliberate tactic on her behalf to secure a pay out from her GAP insurers when she had this third and final accident. There can be no other explanation given that her failure to do so resulted in her paying 9.9% interest.

86. That Ms Morgan had GAP insurance and was keen to use it is demonstrated by the evidence she submitted in support of her claim. She relied upon a statement from Mr Latif who had access to her Accident Exchange file notes. In paragraph 7 of his statement the notes record:

06/09/2019 11:35:44 AX\cyates Call made to client: Called CL and advised of TL, she isn't sure if they want to retain or dispose so recommended she have a think and let referrers know as if vehicle is with BS they will look to charge storage charges. CL advised she needs docs for gap cover - advised all we have is ER - she advised she needs other things - advised we wont be able to provide these all we have is ER so I would recommend she allows me to send this and they can show this to gap. CL partner said that they cannot accept offer until they send this to gap - advised all we can send is ER at this time. Advised TPI will send interim payment but it doesn't necessarily mean they accept valuation.

87. There are other entries on the 10th January 2020 and 30th January 2020 and 7th April 2020:

“10/01/2020 16:35:33 npowles CL called in, she advised that she cannot accept offer as gap insurance need to know figures before they can accept this. I advised I will send over the report.

30/01/2020 14:02:16 hdunk client called in asking if there was an update of the settlement amount for GAP insurance, advised from the notes the handler is pressing TPI for this and has requested numerous times, advised I would email handler to make aware and see if any update.

07/04/2020 12:38:00 kmorris email received from PHI: Good Afternoon, We have issued our settlement letter to PH and are waiting on review by their gap insurer. We are still waiting on TPI to confirm their issues however and will continue to chase. Kind Regards.”

88. Paragraph 18 of that statement also reveals that Ms Morgan was paid out on a total loss basis by her own insurers. Their valuation report shows they valued the vehicle at £33,250. Ms Morgan would have received that sum less the salvage value of £6,000 so £27,250 net. She would then have been entitled to recover from her GAP insurer the difference between that pay out and the vehicle cost as per the financial agreement. This would have resulted in a further pay out of £37,173.40. This is against the background that Ms Morgan had already received £24,000 for the vehicle as a total loss in 2018 and presumably a greater sum for its loss in 2017. On those figures the crash was a further financial windfall.

89. I find the payments received for the vehicle were a clear financial motive for this contrived collision. In addition, Ms Morgan had the use of a premium Range Rover for 224 days when Mr Etherington's report clearly demonstrates that Ms Morgan's car had a mismatching door. She also had a claim for personal injury which she subsequently withdrew.
90. I find Ms Morgan also had the means to manufacture the crash. On the surface the fact that her car had been repaired at MG Auto repairs in 2018 seemed irrelevant. However, this was not just another garage in a busy garage area as Mr Brady contended. The pictorial evidence shows that it is adjacent to Sabichi House. In my view that is a coincidence too far as Sabichi House opens the door to a number of the key players who are repeatedly involved in the linked cases. Noel Khuashaba buys a car from those premises in case 14. He is also friends with others who are linked to cases 6 and 16. Biar Hawaizi who operates a business there buys the car in case 1. Moussa Issa runs his business from Sabichi House and cars are stored there in cases 27 and 30. Sabichi House is also directly opposite 14-16 Wandsworth Road which features in cases 5,14 and 23.
91. Further Ms Morgan's engineers Blake Assessors inspected the vehicle at Hano Autos 2 Creek Road London. However, the photographs accompanying that report do not match 2 Creek Road but rather Unit 7 Belvue Road. Mr Kemp of Blake Assessors in the answers to Part 35 questions confirmed that the inspection was actually at Belvue Road. I find it is no coincidence, but a direct link, that in cases 1,2,5,6,13,16,19 and 29 a false location for the storage of the damaged vehicle has been given.
92. I also find it is no coincidence, but a direct link, that in cases 2, 3,4, 6, 9,11,13 and 16 damage to the vehicle inconsistent with the accident circumstances has been reported.
93. Mr Pulford aptly described this case as a "jigsaw." I find that when the jigsaw pieces of the accident, the damage, the motive and the links are set together there is only one conclusion, and it is that this was a stage-managed crash.

Conclusion on liability

94. I find that based on the evidence of Mr Suleman, Mr Salazar and Mr Palenta Tesco drivers were being targeted to have staged crashes for cash payments. I am satisfied Ms Morgan and Mr Shah, with others unknown, worked together to create what on the surface looked like an accident. They failed to get their story straight with the result the location and the mechanics of the accident do not fit, in any shape or form, with the various descriptions and accounts. On the evidence of Mr Etherington, the vehicle did not sustain any damage which could have been sustained in the crash as described. I find the entirety of the claim to be a total sham. I find Ms Morgan and Mr Shah contrived together with others for the sole purpose of unlawfully extracting compensation from Tesco.
95. I have made clear findings of fact in respect of the accident circumstances and found that it was stage-managed.
96. On my findings Ms Morgan made false statements of fact knowingly when:
- 1) she sent a Claim Notification Form dated 20.08.2019 in which she asserted:
- “The full extent of our client's injuries are yet to be fully determined. However at present our client advisors they have upper and lower body painful stop furthermore we are presently unable to confirm dates of any attendance at the GP, nevertheless we shall inform you of the same in due course.”
- “Our client was proceeding along Somerton Road, when the third party vehicle failed to stop at give way of the side road and pulled out and collided into our clients vehicle.”
- The tick boxes also set out “the Claimant did not require use of an alternative vehicle’ and that ‘the claimant has not been provided with the use of an alternative vehicle.”
- 2) Ms Morgan submitted a Claim Form, Particulars of Claim containing the following statements of fact:

paragraph 2 “on 16 August 2019 at approximately 21:45, the claimant's vehicle was proceeding along Somerton Road, London. The defendant has emerged from Drayton close, failing to give way and in turn colliding with the claimant's vehicle causing damage.

paragraph 3 the accident was caused, or in the alternative contributed to, by the negligent driving of the Defendant...”

3) Ms Morgan submitted a medical report by Dr Syed in which she alleged:

“... the vehicle was moving on a main road when it was hit by a van from passenger’s side..... suffering with “neck pain and stiffness...pain and stiffness in the lower back....fear of travel....and resultant prevention of sports and leisure activities which she would normally engage in 2 to 3 times a week.”

97. Ms Morgan made false statements to Tesco regarding the facts and cause of the accident. Ms Morgan asserted losses, in respect of her vehicle. In so doing Ms Morgan made fraudulent misrepresentations to Tesco.
98. Mr Shah made false statements of fact knowingly when he alleged the collision location was: “Draycott Close junction with Somerton Road.”
99. Mr Shah made false statements to Tesco regarding the facts of the accident in asserting this was a genuine accident and in so doing has made fraudulent misrepresentations to Tesco.
100. The statements of fact by Ms Morgan and Mr Shah are untrue as I have found the collision was not caused by negligence. It was caused by the intentional acts of Mr Shah and Ms Morgan by reason of a prior arrangement by Ms Morgan with persons unknown and Mr Shah.
101. Ms Morgan knew, by reason of orchestrating the collision, that her statements of fact were untrue. Similarly, Mr Shah knew, by reason of orchestrating and taking part in the staged collision, that his statements of fact were untrue. I am satisfied they intended Tesco to act upon those representations. The statement of truth contained in a court document is an assurance that the content of the document is true and can be relied upon. In asserting the facts of the collision

in court documents Ms Morgan's clear intention was for Tesco to rely upon the facts asserted.

102. Similarly, Mr Shah, having admitted the collision, asserted he was reversing the Tesco vehicle from Draycott Close and asserted this was a genuine accident has made statements of fact with the intention that they should be acted upon by Tesco.
103. Tesco suffered damage as a result. It repaired its vehicle at a cost of £191.67. Further Tesco spent £2,302.23 in time dedicated to this case. That figure excludes time lost by Team Leaders, drivers and members of staff who have taken time away from their everyday duties to deal with issues arising from this deceit.
104. In terms of the tort of Conspiracy on my findings Ms Morgan and Mr Shah have worked with others unknown to cause a collision intentionally. This meets the test for a combination, agreement or understanding. They did so, for the reasons I have already given, with the deliberate intention of injuring Tesco.
105. I am satisfied Ms Morgan did so unlawfully by pursuing a dishonest claim as per Howlett v Davies [2017] EWCA Civ 1696. In my view nothing can be more fundamental to a claim than its manufacture.
106. I am also satisfied Ms Morgan and Mr Shah 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.”
107. Ms Morgan and Mr Shah 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).”

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

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

Damages

110. I am satisfied from the statement and oral evidence of Mr Maberly Tesco is
entitled to recover £ 2302.23 for which Ms Morgan and Mr Shah are jointly and
severally liable. I am not persuaded that just because Tesco employ persons in
any event to investigate fraud that should reduce the damages Tesco are entitled
to recover in this case. Further on the part of Ms Morgan that sum was agreed
by her counsel.

111. 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 £15,000 against each party. Mr Brady submitted any award should be in the bracket of £3,000-£5,000.

112. 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.”

113. 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.

114. In stage managing this crash Ms Morgan and others persuaded a Tesco employee, Mr Shah, to join them in this conspiracy. That was a gross breach of trust which struck at the heart of Tesco's business when their very business depends on its interface with their customers. Ms Morgan attested to facts on court documents which were untrue. That is a direct attack on the integrity of the justice system. She also sought to recover a large sum of money from Tesco; over £120,000 for credit hire charges. Her falsehoods and the falsehoods of Mr Shah resulted in her receiving an interim payment. She has also succeeded in fraudulently recovering substantial sums from her insurance company and her GAP insurers as a result of her involvement in this conspiracy. Ms Morgan has therefore enjoyed the fruits of her fraud to date. Mr Shah by his actions breached his fiduciary duty and has caused irreparable damage to Tesco's relationship with other employees. He exposed Tesco and others to potentially unforeseen consequences and potentially serious injury by manufacturing a crash. On the evidence of Mrs Hawkins Tesco also updated their vehicles with all round cameras partly because of this investigation, which is a further, albeit unspecified, loss and aggravating factor.
115. 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 diagram 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.
116. Ms Morgan and Mr Shah have not furnished this court with any evidence as to their income. Tesco sought an award of £15,000 from each party. Whilst I take into account those representations, I do not consider such an award is sufficient to deter them, and others, from engaging in "cash for crash fraud." I am satisfied

the outrageous conduct is such it is appropriate to order Ms Morgan and Mr Shah to each pay exemplary damages of £18,000.

117. There will be judgment for Tesco accordingly and I shall ask Counsel to calculate the appropriate interest in respect of the compensatory element.
118. Ms Morgan also received an insurance pay out from her insurers, Eldon. I require Tesco to send them a copy of this judgment. I consider they should pursue Ms Morgan for their outlay as the payment was secured by false representations. If her GAP insurers can be identified, they should be sent a copy of this judgment. On documents I have seen Ms Morgan is also employed in a position of trust as she is employed by St Marys NHS Trust. I also require them to be sent a copy of this judgment.
119. 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.

Appendix 1

THE VEHICLE

1.1. The Claimant's Vehicle was purchased using finance on 19.05.2017. The cost of the vehicle was £56,300 on page 8, with monthly payments of £657.04 on page 5;

1.1.1. The Claimant's Vehicle:

- 1.1.1.1. was subject to a hire purchase finance agreement with BMW Financial Service.
- 1.1.1.2. Changed keeper to the Claimant on 23.05.2017.
- 1.1.1.3. Was damaged in an accident on 18.10.2017 and recorded as a Category N loss.

- 1.1.1.4. Was involved in a collision and damages on 20.07.2018.
- 1.1.1.5. Was declared a total loss page 3. That claim was settled in the amount totalling £24,307.13. The Claimant's Vehicle was reported as being stored at M G Auto Repairs 7a Wadsworth Road Perivale UB6 7JD.
- 1.1.2. The finance for the Claimant's Vehicle was paid in full on 06.02.2020.
- 1.1.3. Following the index collision the Claimant's Vehicle was allegedly stored and inspected at Hano Autos, 2 Creek Road London, SE8 3EL
- 1.1.4. In the Blake Assessors report by Mr John Kemp it states 2 Creek Road is where the Claimant's Vehicle was stored
- 1.1.5. Hano Autos 2 Creek Road, Deptford, SE8 3E is the alleged inspection locations provided by Blake Assessors in the following:
 - i. Case 1 Mazlum Bahceci.
 - ii. Case 2 Mohammed Namdar.
 - iii. Case 4 Shireen Morgan (the index matter).
 - iv. Case 5 Shimaa Khattawi.
 - v. Case 6 Adel Motlaghi Sayahi.
 - vi. Case 13 Eda Yaman.
 - vii. Case 15 Bower Lally.
 - viii. Case 16 Rinas Ahmed.
 - ix. Case 19 Saman Hussain.
 - x. Case 29 Monika Rogalewicz.

HANO AUTOS/ AWARA MARIO

- 1.2. Hano Auto UK Limited is directed by Niaz Saleh who confirmed with Companies House he had changed his name from Awara Saleh to Niaz Saleh on 19.02.2015.
- 1.3. Awara Mario in his LinkedIn profile reports he is the director of Hano Autos Limited.
 - 1.3.1. Hano Autos Limited's registered address is 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE.
 - 1.3.2. There are two further companies bearing the name 'Hano':
 - 1.3.2.1. Hano Autos UK Limited's registered address is also 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE and is directed by Niaz Saleh who filed a CH01 with Companies House having changed his name from Awara Saleh to Niaz Saleh on 19.02.2015.
 - 1.3.2.2. Hano UK Limited's registered address is also 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE.
- 1.4. The three apparently distinct companies; Hano Autos UK Limited, Hano UK Limited and Hano Autos Ltd all share directors in Niaz/Awara Saleh/Awara Mario and those companies share the following addresses:
 - 1.4.1. Unit 4-6 Abbey Industrial Estate, Mount Pleasant, Wembley, Middlesex, HA0 1QT. This has been identified via a DPA response from AXA Insurance dated 18/05/2021 received in Case 6 (Sayahi) in respect of a road traffic accident which occurred on 23/02/2020. The engineers report (prepared by Blake Assessors) indicates that Sayahi's vehicle was

inspected at Hano Autos with a given address of Unit 4-6 Abbey Industrial Estate, Mount Pleasant, Wembley, Middlesex, HA0 1QT.

1.4.2. 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE (as set out above);

1.4.3. 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. The Blake Assessors report alleged the Claimant's Vehicle was stored at Carter Motors, Unit 7 Sabre House, Belvue Road, London, UB5 5QJ.

1.5. Hano Autos therefore appears to operate from 4 addresses:

- i. 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE.
- ii. Unit 4-6 Abbey Industrial Estate, Mount Pleasant, Wembley, Middlesex, HA0 1QT.
- iii. 2 Creek Road, Deptford, London SE8 3EL.
- iv. Unit 7 Sabre House, Belvue Road, London, UB5 5QJ.

1.6. 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE (the address for Hano Autos UK Limited, Hano Autos Ltd and Hano UK Limited) is the former registered address of P&A Motors UK Limited which is directed by Arkan Ibrahim:

1.7. Arkan Ibrahim is the registered director of Alaska Motors t/a Lola Trading Limited with the former registered address of Unit 9a Abbey Industrial Estate Mount Pleasant Wembley HA0 1NR;

1.8. Awara Mario has a Facebook account in which he is friends with Nadim Jawaheri and on which he 'loved' a post made by Nadim Jawaheri.

NADEEM JAWAHERI

1.8.1. 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.

ROJ MOTORS

1.9. Unit 20b Abbey Industrial Estate, Mount Pleasant, Wembley, HA0 1NR is the address at which ROJ Motors is reported to operate from:

1.9.1. ROJ Motors is alleged to have provided storage and repair services in the following cases:

- i. Case 11 Hashimi Al Hashim.
- ii. Case 12 Bakiyar Abdulla; and
- iii. Case 18 Waleed Hayder Mohamed.

1.9.2. ROJ Motors is not a limited company, therefore there is no information available on the Companies House database.

1.9.3. Online searches for ROJ Motors have produced no results whatsoever.

1.9.4. An invoice for storage and recovery charges from ROJ Motors has been provided in Case 11, Case 12 and Case 18 on which the contact number “02089031259” was provided.

1.9.4.1. A Google search was carried out for the telephone number ‘02089031259’ which shows the owner of the telephone number is a business under the name of ‘JJ Motor Body Repairs’ located at 23a Abbey Industrial Estate, Mount Pleasant, Alperton, Wembley, HA0 1RA.

- 1.9.5. Further matches also confirm an address of Unit 17 Abbey Industrial Estate Mount Pleasant, , Wembley of JJ Motor Body Repairs.
- 1.10. A Google search for 'Roj Motors' returns no positive results and therefore no further information regarding the garage has been ascertained. A further Google search was carried out for '20b Abbey Industrial Estate' and a copy of the results are available.
- 1.11. A Google images show the address '20b' on the Abbey Industrial Estate.
 - 1.11.1. There is no signage to confirm that Roj Motors operates from this location.
- 1.12. Unit 9B Abbey Industrial Estate, Mount Pleasant, Wembley, HA0 1NR is the address given for the storage and inspection location for the Claimant's vehicle in Case 3 and Case 20.

150 COLES GREEN ROAD, NW2 7JL

- 1.13. Unit 9a Abbey Industrial Estate Mount Pleasant Wembley HA0 1NR is the same address as HS Motors Limited which is the garage used by the Claimant in Case 20.
 - 1.13.1. "HS Motorss Limited" is directed by Hayder Sharif (D.O.B. June 1989) and has a registered address of Unit 9b, Abbey Industrial Estate, Mount Pleasant, Wembley, HA0 1NR.
 - 1.13.2. Hayder Sharif (D.O.B. June 1989) was also the director of Abbey Auto Sales Limited (09307575) at the registered address of Suite 21a Unimix House, Abbey Road, London, United Kingdom, NW10 7TR.
 - 1.13.3. Haider Sharif (D.O.B. June 1989) was the director of Inter Car Solutions Limited. The registered address of Inter Car Solutions is 150 Coles Green Road, NW2 7JL.

- 1.13.3.1. 150 Coles Green Road, NW2 7JL, the address of Haider Sharif's company, is also the registered company address for Cars77 Limited, the director of which is Hashim Al Hashim, (Claimant in case 11).
- 1.13.4. Haider Sharif provides his correspondence address as Unit 9b Abbey Industrial Estate Mount Pleasant Wembley HA0 1NR.
- 1.13.5. Unit 9a Abbey Industrial Estate Mount Pleasant Wembley HA0 1NR is the same address as Dimaa Motors Limited which was the garage used in the present claim Case 3: invoice and recovery invoice.

NOEL KHUASHABA

- 1.14. Unit 7 Sabre House, Belvue Road, London, UB5 5QJ is one of the addresses used by Hano Autos which is also used by Noel Khuashaba.
- 1.15. 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).

1.15.1. 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.

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

1.16.1. 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 – the 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).

1.17. Noel Khuashaba and Ghaith Al-Waili were both directors of Expert Rock Limited.

GHAITH AL WAILI

1.18. As well as directing both directing Expert Rock Limited, Noel Khuashaba and Ghaith Al-Waili are also ‘friends’ on Facebook.

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

- 1.19. 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.
- 1.20. Ghaith Al Waili is the project manager at Petrichor Designs Limited.
- 1.20.1. The Instagram account for Petrichor Designs Limited is @p.designsltd. It can also be seen that the Facebook profile confirms that he is a project manager for Petrichor Designs Ltd.
- 1.20.2. The followers of Petrichor Designs Limited shows that 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.
 - ii. Mrswisss page 16 the account of Samatar Jama.
 - iii. Mr_b1arx – the account of Biar Hawaizi.

- 1.21. The address for Wish Lounge, Unit 1 Belvue Business Centre Belvue Road, Northolt, UB5 5QJ is the address of B1 Capital Cars Limited which is controlled by Biar Hiawazi.
- 1.22. A search on Google for 'Wish Lounge' identified that the business appears to have moved premises to the address of Johnson House, Johnsons Way, London, NW10 7PF.

JOHNSON HOUSE / MARTAZA AL HAMADI

- 1.23. 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.
- 1.24. Martaza Al Hamadi was Director of Logistic Solutions 613 Ltd.
 - 1.24.1. Martaza Al Hamadi is also listed as the Director of Perivale Motor Group.
 - 1.24.2. 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
 - 1.24.3. 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.

1.24.3.1. 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.

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

BIAR HAWAIZI

1.25. Biar Hawaizi is or has been the director of the following 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.

- 1.25.1. B H Car Repairs Limited and Fast Ten Performance Limited were both directed by Biar Hawaizi and Noel Khuashaba.
- 1.25.2. B1 Capital Cars Limited (run by Biar Hawaizi) had a policy of insurance on which Vehicle registration KT15 USG was insured.
- 1.25.3. Alexander Reed (claimant in Case 9) purchased vehicle KT15 USG on 02 November 2018.
- 1.25.4. KT15 USG is the vehicle Alexander Reed was driving in his collision with the Tesco Driver.

BOWER LALLY

- 1.26. The address of Sabre House, Belvue Road, Northolt, UB5 5QJ and 42 & 44 Bideford Avenue, UB6 7PP are connected to Bower Lally as set out below.

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

1.26.2. 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.

1.27. Bower Lally is registered as the director of the following companies:

aa. 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:

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

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

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

- However, upon searching the postcode it appears that the address is in fact 'Bideford Avenue UB6 7PP'.
- 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. The company remains active. Bower Lally is the sole director from the incorporation date until present.
 - o OK Valeting London Limited featured in the recent claim by Bower Lally against Tesco, accident dated 21/02/2022.
 - o Carter Motors Limited.

1.28. 100c Welley Road, Staines, TW19 5HQ is the address of BL Motors Limited (run by Bower Lally) and is also the registered address of R & A Repairs Limited which is directed by Rinas Ahmed.

RINAS AHMED

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

1.30. Rinas Ahmed is the director of R & A Repairs Limited.

1.30.1. 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.

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

- i. A DPA from Aviva reveals that 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 for Bower Lally t/a B&L Motors policy. The vehicle was marked as 'sales' and was insured on the policy between 12/02/2019 and 14/05/2019.

1.31. Rinas Ahmed and Bower Lally have therefore owned and insured the same vehicles M88BWR and W8BWR on policies of insurance.

1.32. R & A Repairs Limited is the name of the policy holder who collided with Mohammed Namdar – Claimant in Case 2 in his previous accident on 20.04.2019.

1.33. In Case 14 Bower Lally was driving a Mercedes Benz registration YE64 ZNT which he became the registered keeper of on 17.11.2014. Bower Lally entered into a finance agreement for the Vehicle on 20.05.2016.

1.33.1. On 16.01.2017 Bower Lally had a collision with a Tesco vehicle. Noel Khuashaba purchased the Mercedes Benz registration YE64 ZNT from Bower Lally on 31.03.2017.

MOUSA MOHAMAD ISSA

1.34. Sabichi House, 5 Wadsworth Road, Perivale, Greenford, UB6 7JD is the registered address of W3 Car Repairs Limited, a company directed by Mousa Mohamad Issa.

1.34.1. W3 Car Repairs Limited was formerly registered at 7 Essex Park Mews W3 7RJ.

1.34.2. 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 (Blake 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 (Blake Assessors) report.

1.34.3. 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.

Appendix 2

