

IN THE COUNTY COURT AT CENTRAL LONDON
BEFORE HHJ BAUCHER

Date: 17th November 2023

MAZLUM BAHCECI

Claimant

-and-

TESCO STORES LIMITED

Defendant

-and-

SAMATAR JAMA

Part 20

Defendant

Mr Giles Mooney KC and Mr Philip Williams (instructed by Silvine Law) for the Claimant
Mr Aaron Pulford (instructed by Keoghs LLP) for the Defendant/ Part 20 Claimant
Mr Jama in person for the Part 20 Defendant
Hearing dates: 9th 10,11th 12th 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 case proceeds by way of Tesco's counterclaim against the Claimant and an Assessment of Damages hearing against the Part 20 Defendant. I shall refer to the parties by name throughout this judgment for the sake of clarity.
2. The case commenced as a road traffic accident in relation to an incident when Mr Bahceci was driving along Hastings Road Ealing London on 25th April 2019 when his Mercedes Benz E220 registration MB17MAZ was hit by a Tesco

delivery vehicle driven by Mr Jama as he turned right out of a side road. Mr Bahceci sought damages in relation to the loss of value of vehicle, hire costs and incidental losses limited to £43,853 and damages for personal injury. Tesco filed an Amended Defence, Counterclaim and Part 20 proceedings whereby it contended Mr Jama and Mr Bahceci intentionally drove into collision with one another with the express intention of enabling Mr Bahceci to pursue a claim against Tesco. The primary case was struck out following the breach of an unless order and I refused an application for relief from sanctions on the first morning of the trial leaving Tesco to pursue its Counterclaim for the torts of conspiracy and deceit.

3. Judgment was entered in the Part 20 proceedings on the 27th September 2021. Mr Jama attended in person at the trial and made an oral application to set that judgment aside. I refused the application leaving the issue of quantum to be determined in relation to the Part 20 proceedings.
4. Mr Pulford, who appeared on behalf of Tesco, conceded that notwithstanding the judgment in the Part 20 proceedings Mr Bahceci was entitled to pursue his defence on the basis that the entire accident was genuine applying the decision in Page v Champion Financial Management Limited and others [2014] EWHC 1778 (QB).
5. Tesco's case is that the accident on the 25th April 2019 was staged by Mr Bahceci and Mr Jama, assisted by other unknown individuals, and that this accident is, but one, of a series of targeted staged accidents involving drivers employed at the 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)

6. I heard oral evidence from Tesco’s witnesses; Mrs Hawkins, Mr Douglas and Mr Maberly. Tesco relied upon deposition evidence from Mr Suleman and written evidence from Mr Salazar and Mr Palenta. Tesco also called expert engineering evidence from Mr Etherington. Mr Bahceci gave oral evidence and served a Civil Evidence Act notice in respect of a statement from Mr Joynson.
7. Mr Bahceci was represented by Mr Mooney KC leading Mr Williams. Tesco were represented by Mr Pulford. Mr Jama appeared in person save he did not attend the final day of trial. I am grateful to counsel for the careful manner in which they presented their claims, and sought to assist the court, to ensure Mr Jama was able to take an active part in the quantum element of the Part 20 proceedings.

Dramatis Personae

8. The following individuals featured in the claim:

Mazlum Bahceci	Claimant	Driver
Samata Jama	Part 20 Defendant	Tesco driver
Mohamed Suleman	Witness	Tesco driver
Stalin Salazar	Witness	Tesco driver
Krzysztof Palenta	Witness	Tesco driver
Graham Douglas	Witness	Fraud Analyst
Julie Hawkins	Witness	Tesco Legal Manager
Mark Maberly	Witness	Tesco Legal Manager
Peter Etherington	Expert	Engineer

The pleaded claims in tort and deceit

9. Given the nature of the claim it is necessary to set out in part the Defence and the substance of the pleaded Counterclaim and Part 20 proceedings at paragraphs 9-16 and 60-69:

“9. The Claimant was driving a prestige vehicle, namely a black Mercedes Benz E220, registration MB17 MAZ (hereafter “The Claimant’s Vehicle”), alleged to be worth £26,000.

10. The Defendant owns Iveco Daily Motor vehicle registration number BL15 CZS (hereafter “The Defendant’s Vehicle”). The Defendant’s Vehicle was fitted with a Global Positioning Satellite tracking device which reports the time and location of the Defendant’s vehicle. The Defendant’s Vehicle was also fitted with a forward-facing dashboard camera which is wired into the vehicle’s ignition. The Defendant has not retained the footage of this incident, which is automatically erased if not retrieved.

11. On 25 April 2019 the Part 20 Defendant, during the course of his employment drove the Defendant’s Vehicle from the Greenford Depot. The Part 20 Defendant reported being involved with a collision.

12. The Part 20 Defendant began to notify the Defendant of the collision at 23.51 on 25 April 2019. That notification was cut short when the Part 20 Defendant reported his mobile phone battery was low. During the course of that report the Part 20 Defendant stated “*The insured vehicle was travelling forwards on a road turning right on to another road. The tp vehicle was travelling forwards on the road that the insured vehicle was turning on to intending to turn left onto the road that the insured vehicle was on. As both vehicles have passed each other contact was made between the offside of the insured and the nearside of the tp.*”. A copy of the incident report form is appended to this Defence.

13. The Part 20 Defendant made a further telephone call on 26 April 2019 to report the details of the incident which occurred on 25 April 2019. The Part 20 Defendant alleged that he had been driving on Broughton Road W13 8RB when he intended to turn right onto Hastings Road W13 8QH, at the junction of the roads, he indicated, looked on his left and right, as he was about to move and begins to turn his wheel the other vehicle hit the vehicle of the right hand side. The Part 20 Defendant alleges that the Claimant’s vehicle came ‘*flying turning*’ taking the same bend and hit the Defendant’s vehicle on ‘*the front on the bumper*’. The Part 20 Defendant reported during that call that ‘he got distracted and was grabbing his navigation’ just before the collision. A copy of that recording is appended to this Defence.

14. The Defendant avers that the Claimant and the Part 20 Defendant intentionally drove into collision with one another, with the express intention of enabling the Claimant to pursue a claim against the Defendant.

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

16.Further, the Claimant and the Part 20 Defendant conspired with each other and/or other persons whose names are presently unknown to the Defendant, to cause the Defendant loss by presenting a dishonest claim for damages.”

Tort of Deceit

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

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

62.Induced by and acting in reliance upon the representations of the Claimant and/or the Part 20 Defendant, the Defendant has been faced with and required to investigate and respond to the claim.

63.The Claimant and the Part 20 Defendant have perpetrated a deceit in alleging the facts of the collision were such as to make the Defendant liable for the actions of the Part 20 Defendant. Such deceit as referred to above has caused the Defendant to expend time, money and resource in investigating the collision, in order to uncover the true cause of the collision. Accordingly, the Claimant and the Part 20 Defendant’s deceit have separately and together caused the Defendant losses.

64.The Claimant made the representations fraudulently in that he knew they were false or was reckless as to whether they were true or false. The Claimant has relied upon those falsehoods to seek damages from the Defendant and in so doing has caused the Defendant to pay to the Claimant £13,543.50, further invest time and money to deal with this claim and to incur the cost of repairing its own vehicle damage.

65.The Part 20 Defendant made representations fraudulently in that he knew they were false or was reckless as to whether they were true or false. The Defendant has relied upon those falsehoods when dealing with the Claimant’s claim and in so doing has caused the Defendant to pay to the Claimant £13,543.50, further invest time and money to deal with this claim and to incur the cost of repairing its own vehicle damage.

66.Further, the Claimant’s Vehicle collided with the Defendant’s

Vehicle, causing damage and loss to the Defendant's vehicle

Tort of Conspiracy

67. On or before 25 April 2019, the Claimant, the Part 20 Defendant with each other and/or other persons whose names are presently unknown to the Defendant (or any two or more together), conspired and combined together wrongfully and with the sole or predominant intention of injuring the Defendant and/or of causing loss to the Defendant by facilitating damage to the Defendant's vehicle and loss to the Defendant's business.

68. Pursuant to and in furtherance of the conspiracy pleaded in paragraph 66 above, the Claimant, the Part 20 Defendant with each other and/or other persons whose names are presently unknown to the Defendant (or any two or more together) did the following by which the Defendant was injured:

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

69. As a result of the Claimant and/or the Part 20 Defendant's conspiracy, as set out in paragraphs 66 and 67 above the Defendant has suffered loss and damage in that, the Defendant has incurred the cost of repairing its vehicle, the cost of responding to and investigating the claim by the Claimant, the cost of paying the Claimant £13,543.50 and the Defendant will continue to suffer loss and damage until the claim is concluded."

10. Mr Bahceci served a response to the Defence and Counterclaim whereby he denied any negligence on his part and maintained the claim relates to a "wholly genuine accident."

The law

11. 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 12-36 below:

Deceit

12. For a claim to succeed in the tort of deceit Tesco must prove, on the balance of probabilities¹, that Mr Bahceci and Mr Jama 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.
13. A 'representation' must :1) be a statement (written or oral) or conduct amounting to a representation: 2) which is false.
14. 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.
15. For the tort of deceit to be actionable it is not enough that Mr Bahceci and Mr Jama were negligent as to whether the representation was false. They must have made the statement:
 - i. knowingly,
 - ii. without belief in its truth, or
 - iii. recklessly...⁵. This is a subjective test as it relates to the Defendant's actual knowledge and state of mind. Although the unreasonableness of the grounds of the belief will not of itself support an action for deceit, it will of course be evidence from which fraud may be inferred. As Lord Herschell pointed out, there must be many cases:

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

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

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

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

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

*“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

16. 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.
17. Reliance upon the representation: Tesco must prove that it relied on the representation and that Mr Bahceci and Mr Jama intended Tesco to rely on it⁹.
18. Damage or loss must have been suffered because of the deceit. The representation does not need to have been the sole reason leading to the Tesco’s loss, but it must have been one of the factors which together led to the loss. It is important to note there is clear authority that where a claimant proves that he has been deceived into expending money the burden shifts to the defendant - if he wishes to argue that the expenditure did not in fact amount to a loss to the claimant¹⁰.

Conspiracy

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

Unlawful Means

20. The economic tort of ‘unlawful means’ conspiracy occurs where two or more people act together unlawfully, intending to damage a third party (although that

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.

intention need not be the predominant purpose), and do, in fact, cause damage to the third party.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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'.
26. 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).
27. 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.
28. 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].
29. 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.

30. 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.
31. Loss to the Claimant. Finally, the Claimant must prove that by reason of the conspiracy it has suffered a loss.

Lawful means

32. A second type of conspiracy exists in tort: Lawful means conspiracy.
33. 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
34. 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:

35. 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 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'*.
36. 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.

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

37. 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.

Events prior to the accident

38. Mr Bahceci purchased his car for £47,004 by means of a hire purchase agreement with Black Horse Limited on the 22nd May 2017. The monthly repayments were £723.08 for 48 months and by the time the agreement concluded Mr Bahceci would have paid a total sum of £56,611.36. Mr Bahceci said that whilst the repayment sum seemed to be more than half of his monthly income, he had other sources of funds including rental income.
39. Mr Bahceci agreed the car was “his pride and joy.” He said he took good care of the car and he had made modifications to it. He said the vehicle had a night package and a black and white contrast. He said he thought the adaptations had cost in the region of £2,000. He said the car might have been wrapped by Prestige Wrap.
40. Mr Bahceci said he had phoned Lloyds Finance on several occasions to check the settlement cost of the vehicle as he and his partner were looking for a more child friendly vehicle. He said that he did not recall phoning on the 25th April 2019 and requesting a settlement quotation. He said his partner must have made the itemised requests on that day. He denied he had wanted to know how much the vehicle was worth before he damaged it.

The accident on 25th April 2019

41. In his written statement Mr Bahceci described the accident as follows:

“9. I was passing the junction with Broughton Road on my left when all of a sudden another vehicle pulled out from the junction and collided with my vehicle on the passenger side.

10. The impact caused me to be thrown from side to side in my seat. I was very shocked and shaken up I only saw the other vehicle at the very last moment and could do nothing to avoid a collision.

12. After the accident I got out of the car and spoke to the driver who I now know to be the Part 20 Defendant in these

proceedings, Mr Samatar Jamar. He was an Asian male. He apologised and confirmed that the accident was his fault.

13. Unfortunately, there was a lot of damage to my car. There was damage all along the passenger side. There had been impact with both the front and rear wheel and the panels were pushed in. The car looked a mess.

14. The other vehicle was a large Tesco van. As this is such a sturdy vehicle it had caused a lot of damage to my car. The car was definitely not drivable.

15. I telephoned a friend of mine for advice and he recommended me to contact Accident Exchange limited. They made arrangements for my car to be recovered from the scene of the accident and taken to a place of safe storage.”

42. In his oral evidence Mr Bahceci amended paragraph 15. He said it was his friend who made the arrangements with Accident exchange.
43. Mr Bahceci said he could not recall exactly where he had been or where he was going on the evening in question, but he thought it likely that he was on the way to a shisha bar, at about 10.50pm, to have something to eat. Mr Bahceci said that he was driving at about 20mph as he would not have been breaking the speed limit. He said as he approached the junction, he had a glance at the last second, and as he passed the Tesco vehicle there was an impact. He said the driver had not stopped and he had been “coming fast.” When he was asked to clarify the speed and, why he had not noticed the vehicle on his approach, he replied that it depends “how fast is fast.” Mr Bahceci was adamant he was not exceeding the speed limit of 20mph. He said he could not recall whether he had braked or if he had tried to turn away from the crash. He said he could not stop in time to avoid the collision. He said his vehicle stopped after the T junction. He said the passenger air bag went off. He said he felt angry, and his first instinct was to go to the driver to obtain his details. He said he did not consider the driver was focussing on the road, but he could not say whether the driver had driven into his vehicle deliberately.
44. Mr Bahceci took photographs of the Tesco van and the road junction. He said he had not taken photographs of his own vehicle as his main priority was to obtain the details of the Tesco driver. Further, he said his phone was not good

in low lighting conditions and he did not think he would get a good photograph of his vehicle. He said he was also shocked.

45. Mr Bahceci said he phoned his friend, Mr Alkhateb, and asked for help. He said Mr Alkhateb told him to go through Accident Exchange and not to worry he would sort out the recovery. He said that someone came to collect his vehicle and he gave him a business card. Mr Bahceci said he then phoned another friend, Zana, who was worried about him, so they decided to go to Chelsea and Westminster hospital.
46. The hospital entry recorded the speed of his vehicle at the time as 30mph.
47. The GPS/tracking data for Tesco's vehicle (BL15 CZS) for 25.04.2019 recorded:
 - i. Samatar Jama drove the Tesco vehicle to Longfield Avenue where the ignition was stopped for 15 minutes.
 - ii. Samatar Jama drove the Tesco vehicle to Broughton Road (the location of the collision) at 22.29 where he waited with the ignition stopped until 22.56. (27 minutes)
48. Mr Jama initially reported the incident at 23.51 but had to curtail the telephone call as the battery on his phone was running low. During the course of that report Mr Jama stated:

“The insured vehicle was travelling forwards on a road turning right on to another road. The tp vehicle was travelling forwards on the road that the insured vehicle was turning on to intending to turn left onto the road that the insured vehicle was on. As both vehicles have passed each other contact was made between the offside of the insured and the nearside of the tp.”
49. Mr Jama made a further telephone call on the 26th April 2019 when he reiterated that he had been intending to turn right when Mr Bahceci's vehicle came “flying turning” taking the bend and collided with his vehicle, hitting it on the front on the bumper. During the telephone call Mr Jama also said he had been distracted when he grabbed his navigation equipment just prior to the collision.

50. Mr Jama was interviewed about this accident on the 16th July 2020. During the interview Mr Jama maintained his account that Mr Bahceci was to blame for the accident. However, he also again said he had been reaching for his navigation device, which had slipped from the window, prior to the accident occurring. He said Mr Bahceci had appeared to be running away so he sounded the horn and Mr Bahceci's vehicle had stopped about 500 yards away. He said he told Mr Bahceci he was turning right out of the junction. Mr Jama said he did not recall the airbag activating on Mr Bahceci's vehicle.
51. During that interview Mr Jama said he had been stopped on the road for 27 minutes as he had difficulty in gaining access to a block of flats to deliver their groceries.

Events after the accident

52. Mr Bahceci said he could not remember how long it had taken him to get to hospital. He accepted the timed entry at Accident and Emergency was 03.17am. He said he thought the reason for the delay was because he had been chatting in the car with Zana. He then thought they had stopped off somewhere in Hammersmith and when they had arrived at the hospital they had both waited in the car smoking cigarettes. He agreed there was a timed cash withdrawal on his bank account at 1.30am.

The medical evidence

53. The A&E records record Mr Bahceci said he was in "severe" pain.
54. Mr Bahceci relied on a medical report from Dr Lakhani dated 29th May 2019. The history recorded Mr Bahceci being thrown from side to side in the vehicle. He complained of neck pain and stiffness, pain in his right shoulder and pain in his upper back. It was said that Mr Bahceci had difficulty in self-care, shopping, dressing and vacuuming. Dr Lakhani said that distraction tests were normal. His prognosis was a full recovery in 8 months with 7 months for the shoulder.

Damage to the vehicle

55. Mr Kemp prepared an engineer's report for Mr Bahceci which stated the vehicle's passenger side sill (the roof) air bag was deployed. Mr Kemp's opinion was Mr Bahceci's vehicle had unrelated damage in the form of "age related scratches."
56. Caljam prepared a report on the condition of Mr Bahceci's Vehicle and inspected the Mercedes at a storage yard at Saber House, Belvue Road, Northolt, Middlesex, UB5 5QJ.
57. Mr Etherington, Forensic Collision expert, prepared a report for Tesco dated 04.06.2022 in which he summarised the damage and stated in the following paragraphs:

"(2.6.24) There are dark coloured contact marks commencing on the forward section of the door and extending through the quarter panel and wheel arch and onto the nearside facing section of the rear bumper. There is no visible misalignment of the door in its aperture although there is some distortion of the door panel and the quarter panel on the lower section.

(2.6.25) The curtain air bag is also visible through the open passenger's window.

(2.6.27) The upper corner of the front bumper is correctly aligned where it meets with the wheel arch section of the nearside front wing. The gap between the nearside edge of the bonnet and the upper edge of the nearside front wing is uniform.

(2.6.28) There is no suggestion of any misalignment of the forward edge of the door where the hinges are mounted. The gap between the forward edge of the door and the rear edge of the wing appears uniform on the upper section but slightly misaligned where the panels are distorted on the lower section.

(2.6.29) The nearside front wheel displays numerous different types of coarse textured damage around the circumference.

(2.6.30) The plastic sill spoiler is in position and secure. There is a small area of scraping on the sill spoiler below the lower forward edge of the nearside front door.

(2.6.31) The nearside mirror is in position on the door and not visibly damaged.

(2.6.32) The upper edge of the door where the door seal meets with the seal on the quarter panel is correctly aligned.

(2.6.34) [Photograph 14] illustrates that the gap between the forward edge of the door and the lower section of the wing is deformed but there is no indication of any misalignment of the door in its aperture. The wing is deformed slightly where the dark coloured marks are located.

(2.6.35) There is no misalignment where the upper rear edge of the wing meets with the lower section of the A post.

(2.6.36) The kerb strike type damage on the nearside front wheel spokes and rim are also visible in this photograph.

(2.6.38) This photograph illustrates that there is no misalignment of the door in its aperture and there is no sign of any distortion of the A post, or the roof rail passing above the door.

(2.6.39) The horizontal dark coloured contact marks extend onto the forward section of the quarter panel and the outer door panel is distorted inwards.

(2.6.48) there are numerous areas of coarse textured contact damage to the wheel circumference.

(2.6.50) There is a vertical straight-line dent on the roof panel above the rear upper corner of the near side door glass. The metal roof edge panel has been distorted inwards slightly. There is no misalignment of the window seals, the roof edge trims or any damage to the roof panel.”

58. The report therefore identified five areas of damage to Mr Bahceci’s vehicle: 1. The forward section of the passenger door. 2. The rear quarter panel and wheel arch. 3. The nearside facing section of the rear bumper. 4. A dent to the passenger side roof rail. 5. The damage to the rear wheel rim.

59. Mr Etherington’s opinion on the compatibility of the damage between Mr Bahceci’s vehicle and Tesco’s vehicle is set out in his report in the following paragraphs:

“(3.1.1) When vehicles collide with each other it should be possible to match the resulting collision damage in height, profile and severity. The damage height comparison also has to allow for a number of finite variables such as unknown loading, tyre pressures, suspension movement, different construction at the points of impact and the dynamic movement of vehicles.

(3.1.2) Some of the damage on the side of the Mercedes could be compatible with contact from the front bumper on the Tesco Iveco.

(3.1.3) I would expect there to be some damage to the Iveco bumper if all this damage did originate from contact with an Iveco bumper and I would have expected the front bumper to be misaligned and scraped but it may not have been dislodged.

(3.1.4) Some damage has not been caused as a result of this incident.

(3.1.5) The scrape damage to the nearside sill spoiler on the Mercedes is too low to have been caused as a result of contact from the front bumper profile of the Iveco.

(3.1.6) JK has allowed for replacement of both the left hand alloy wheels. Both wheels display coarse textured damage in numerous areas on the circumference of the wheels but this type of coarse damage would not be caused as a result of contact with the Iveco plastic front bumper and the wheel damage is more consistent with multiple separate kerb strike impacts, not collision with another vehicle.

(3.1.7) The damage to the outer edge of the roof rail is completely incompatible with having been caused as a result of contact with the Iveco.

(3.1.8) There is no possibility that this could be caused as a result of direct contact and it would not be induced as a result of a side impact because the B pillar does not extend up to the roofline.

(3.1.9) Additionally, the damage along the side of the Mercedes is glancing in nature and not consistent with any structural distortion.

(3.1.10) I am unaware of if the ECU has been interrogated to find details of how and when the curtain air bag was deployed or pulled from its housing.

(3.1.11) The damage to the nearside front wing, nearside front door, nearside rear quarter panel and the rear bumper could be compatible with contact from one of the front corners on the Tesco Iveco.”

60. In his oral evidence Mr Etherington agreed he had not conducted a physical examination of either vehicle or conducted a reconstruction of the incident. He said his report had been prepared from photographs of the damage to Mr Bahceci’s vehicle and his own research in relation to the Tesco delivery van. He said he could not recall whether he was provided with the make and model of the Tesco van, and he did not know if the van had any adaptations.

Storage of the vehicle

61. Mr Bahceci's engineer's report from Blakes assessors stated the vehicle was inspected at Hano Autos UK Ltd at 2 Creek Road London SE8 3EL. The report exhibited photographs and in his oral evidence Mr Bahceci confirmed those photographs appeared to be consistent with the vehicle being located at Belvue Road, Northolt UB5 5QJ but he was unable to provide any explanation for the discrepancy.
62. Mr Bahceci said in his oral evidence he believed that the car had been at Hano Autos throughout, and he said that he had no control over the vehicle's location.
63. Mr Bahceci was cross examined at length about the statement he had provided from Mr Joynson. That statement provided a full review of Accident Exchange's case management notes. Those notes refer to "client" throughout. Mr Bahceci sought to distance himself from the notes by repeated references to "I cannot dispute what it says" but then when asked if he had provided the information moved to "I was potentially" or "I cannot recall."
64. On the 4th June the notes record that the client stated the vehicle was back at the body shop and had been collected by them. The client was told on the 14th June that he needed to move it and it should not have been returned there. On the 27th June the notes record that the client said the body shop were not charging him for storage. The notes also record that on the 1st August the client had reported moving the car back to Hano and he was getting a quotation for the salvage and there would be no storage.

The evidence of Tesco home delivery drivers

65. Tesco relied on evidence from three former drivers based at the Greenford depot. None attended court to give oral evidence.
66. 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.

67. 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.
68. 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.
69. 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

70. Graham Douglas provided two witness statements setting out details of the linked cases and the links relating to this claim. Those links were summarised by Mr Pulford and are attached as Appendix 1 to this judgment. Tesco also helpfully reproduced the links in pictorial format, and these are annexed at Appendix 2.
71. Mr Bahceci said he had known Mr Ghaith Al Waili since his teenage years, and he was a local celebrity with 80,000 views on You Tube. He said he believed Noel Khuashaba worked for Billy (Biar Hawaizi) and he therefore accepted they had both purchased his Mercedes through the medium of Berkeley Motors Limited.
72. In his closing submissions Mr Pulford limited the application of the similar fact evidence to part of the “factual mosaic” save for Mr Bahceci’s association with Ghaith Al Waili, the storage of the Mercedes at Belvue Road and that the vehicle was sold to Biar Hawaizi.

Submissions

73. Mr Mooney submitted the cornerstone of the case rested with the accident circumstances. He contended this case was not like the linked actions as it involved a Tesco van emerging from a junction and the Tesco driver had tried to blame Mr Bahceci. In contrast Mr Mooney said in eighteen of the related claims the Tesco van had been reversing and in the main the driver had accepted full liability. He said those two factors; the vehicle moving forward and the driver taking the blame made it unlikely this was a staged accident. Mr Mooney said Mr Bahceci had also sustained an injury which was confirmed by his hospital attendance where he was issued with a neck brace. Further even a month after the incident Mr Bahceci still had accident related symptoms, confirmed by an expert, who checked those symptoms were present when Mr Bahceci was distracted.

74. Mr Mooney said Mr Bahceci did not have the time to note all the damage at the time of the incident. He submitted the fact the vehicle may have sustained some damage, either deliberately or accidentally, after the incident was not within Mr Bahceci's control as the vehicle had been located at "Billy's" garage. Mr Mooney submitted with the passage of time it was understandable Mr Bahceci could not recall the discussions in relation to the vehicle with Accident Exchange.
75. Mr Mooney argued that for any fraud to have purpose there must be a financial motive. He submitted once Mr Bahceci paid the repayment figure under the financial agreement and repairs there was no evidence of any profit.
76. Mr Pulford submitted there were three other linked actions where the Tesco driver was proceedings in a forward direction and that in the cases of Mouradi (case 7) and Reed (case 9) the Tesco driver had blamed the other vehicle. Further he said on close analysis in the instant case Mr Jama had admitted he was at fault as he was distracted when he reached for his navigation equipment.
77. Mr Pulford said the motive in this case was to pay off the Black Horse Limited's loan. He said that even if Mr Bahceci did not use his GAP insurance, he was nearly £27,000 better off less any repairs he paid for the vehicle. Mr Pulford said Mr Bahceci also had the use of a four door hire vehicle for 110 days and a claim for personal injury worth up to £3,000. In addition, Mr Pulford submitted others would have gained from the storage charges and the subsequent re-sale of the vehicle.
78. Mr Pulford asserted there were features present in the accident circumstances which cast doubt as to its authenticity. Mr Pulford relied on the tracking data of the crash which showed the vehicle moved at 2.4mph, then to 4.2mph before coming to a complete stop. He submitted that was not the action of a normal driver. He further argued it was hard to understand why Mr Bahceci did not have a clear view of the Tesco van on his approach. He said Mr Bahceci had not taken any pictures of his own car which had also allegedly sustained damage to its roof rail, as in five other linked actions.

79. Mr Pulford asserted Mr Bahceci had the means to arrange the crash due to his association with key figures identified in the Similar Fact Evidence and he identified the following key links. First, Mr Bahceci is a friend of Mr Ghaith Al Waili. Secondly, Mr Waili is a friend of Tesco's van driver Mr Samatar Jama. Thirdly, Mr Waili is a director of Wish Lounge Ltd with Mr Reed (case 9) who had a crash in the same circumstances with a Tesco driver from the Greenford depot. Fourthly, the registered address for Wish Lounge is the same address where the vehicle went in case 23 where the Tesco driver was again Mr Jama. Thus, Mr Pulford submitted Mr Bahceci's case is linked to cases 9 and 23. Fifthly, Mr Bahceci also knows Noel Khuashaba who is linked to case 29. Sixthly, Noel Khuashaba is linked to Bower Lally who had three crashes with Tesco drivers. Seventhly, Mr Bahceci's vehicle went to Mr Biar Hawaizi's garage for repair. Eighthly, Mr Hawaizi insured Mr Reed's vehicle in case 9 and is friend of Mr Nadim Jawaheri who is linked to cases 6,16 and 30.
80. Mr Pulford submitted Mr Bahceci therefore had the means and motive for the crash and given the suspicious circumstances of the crash and the established links the court could be satisfied it was a staged crash. Mr Pulford argued those submissions were reinforced by the unrelated damage to the vehicle and he said Mr Bahceci's self-reported injury was simply that.

Findings

81. I should say at the outset I did not find Mr Bahceci to be an impressive witness. He described himself in his witness statement as a "completely honest person." He was also keen to convey the impression of a law abiding family man when he gave his evidence to the extent that in my view he overplayed the part. He had a deluxe Mercedes vehicle with specially adapted lights and a wrap and yet he would have me believe that he could not possibly be driving at more than 20mph as he never breaks the speed limit. In my view that was but one of the many lies, Mr Bahceci uttered during the course of his evidence. On a number of occasions, he failed to answer a straight question and on other occasions he was compelled to say he could not recall matters when confronted with clear cogent evidence. I found during cross-examination he was at times deliberately

evasive, combative, and obstructive, albeit done with a veneer of deference and politeness.

82. As so often in these matters it is the detail which reveals the true events and its forensic application to the facts.
83. In my view the scene was set for this accident well before the 25th April 2019. On his own account Mr Bahceci had missed one financial payment for his car loan and he was looking for a more convenient family mode of transport. I reject his evidence, given for the first time in cross- examination, that Black Horse Ltd breached the Data Protection Act requirements and spoke directly to his partner. The finance agreement stipulates to whom Black Horse Ltd can speak, and an individual's partner does not qualify. Further apart from Mr Bahceci's assertion there is no evidential proof such a serious data breach occurred. I am satisfied it was Mr Bahceci who made those enquiries and I find he did so to calculate how much profit he could make out of the accident. As Mr Mooney rightly opined for there to be an effective fraud there has to be a profit and for reasons that will become evident there was substantial profit.
84. I do not consider it was pure coincidence Mr Jama was involved in the accident as Mr Mooney sought to persuade me, or that this is a one-off accident. As will become evident I find that this was part of a concerted effort by Mr Bahceci, Mr Jama, and persons unknown, to extract monies from Tesco.
85. At first blush the accident circumstances are unremarkable. Indeed, immediately after the accident Mr Jama sought to cast blame upon Mr Bahceci. However, as Mr Pulford submitted careful analysis of Mr Jama's evidence shows that whilst Mr Jama referred to Mr Bahceci's vehicle speeding Mr Jama also admitted he had been distracted. Thus, at best Mr Jama's assertion of blame was equivocal. In any event I am not persuaded that just because Mr Jama made an assertion that has any attendant bearing on what occurred. The drivers in the cases of Mouradi and Namdar adopted a similar approach and as Mr Pulford rightly argued the whole backdrop of fraudulent cases is to ensure you do not get caught. Further this incident occurred a mere 12 days after another alleged

staged accident involving Mr Jama and I find that was another motive for him to try and cover his tracks.

86. Mr Mooney submitted that as the vehicle was fitted with forward facing cameras it was unlikely the accident was staged. In contrast Mr Pulford argued the absence of such could assist the court in respect of the extent of the impact. However, after due consideration counsel agreed in this case the absence of dash camera footage is at best a neutral point. The cameras fitted to the Tesco van did not constantly record and only did so when certain events occurred such as unusual movement, sudden braking or sudden acceleration or the registration of impacts over a certain force. In this case it is unknown whether anything was recorded as the download of any footage for the incident date was not available and therefore it is not known whether any footage ever existed. Its absence therefore assists neither party. I am also not persuaded that the fact Mr Jama was trained on the vehicle and knew about the cameras assists in relation to whether this was a staged accident.
87. Turning to the accident I ask rhetorically why did Mr Jama wait on the road for 27 minutes? In his interview Mr Jama said he had trouble making a delivery to a block of flats. In other circumstances that might have provided an explanation but given other factors I am satisfied that he was parked up waiting for his prearranged rendezvous with Mr Bahceci's Mercedes.
88. My view is strengthened by the accident circumstances. The first factor is the time of the accident. It was late at night. I find Mr Bahceci was desperate to explain why he was out so late in the evening for no apparent reason. He therefore came up with the explanation he was going for something to eat. I find he then appreciated this might be considered unusual, so he somewhat bizarrely sought to explain his late eating habits by suggesting it was somehow conduct of which he was "ashamed." I consider he did so as he realised that his explanation, coupled with other factors, would not bear scrutiny. I find that in all likelihood the accident was so timed to ensure the absence of any witnesses.
89. Mr Bahceci accepted he had a clear view of the junction of Hastings Road and Broughton Road. The Tesco van must have been there to be seen on his

approach, yet he said he did not see it until a “last glance.” Further the Tesco van, rather than reducing its speed on approach to the Give Way lines, increased its speed, albeit only to 4.2mph, which in my view cannot be explained by the driver being distracted by his navigation device. Had that occurred the more natural response would have been for the driver to brake. Whilst I appreciate there is no expert evidence on this aspect, I also have some difficulty understanding how Mr Bahceci’s vehicle collided with the Tesco vehicle with such force as to activate the air bag and throw Mr Bahceci from side to side to the extent he required a neck brace. On his own account Mr Bahceci was driving at 20mph and yet he appears not to have braked or taken any evasive action. Further the account of events should be consistent and yet the A&E notes record the speed of Mr Bahceci’s vehicle at 30mph and Mr Jama in his interview could not recall the activation of Mr Bahceci’s airbag. These are small but significant discrepancies.

90. In my view the combination of those factors; the view on approach, the acceleration of the Tesco van, the actions of Mr Bahceci, the discrepancy in detail and the extent of the impact defy credibility. I find that is because the accident did not happen as Mr Bahceci described. I find the accident was deliberately arranged and staged. I find Mr Jama waited on that road until he received instructions the Mercedes was due to appear and then he deliberately drove the Tesco van into the side of Mr Bahceci’s vehicle.
91. Mr Bahceci’s actions thereafter also defy credibility and support my findings. Mr Bahceci took photographs of the Tesco vehicle from the side and behind, Broughton Road and Hastings Road. However, he did not take a single photograph of his own vehicle which he described as “his pride and joy.” Again, seeing the attendant difficulty with that evidence, I find Mr Bahceci embellished his account in the witness box to add other factors. First, that his phone was not good in low lighting conditions. Bizarrely, it was good enough to take photographs of the Tesco van and the accident location. Mr Bahceci also suggested that he may not have taken photographs of his vehicle because he was in a “state of shock.” That explanation also defies logic because on his own account he was able to obtain the necessary details from the Tesco driver, take

other random photographs and phone, not one but, two friends. I find Mr Bahceci deliberately failed to take any photographs of his own vehicle because he did not want there to be a contemporaneous record of the damage his vehicle had sustained in the collision because it was minimal, and it did not sustain the damage claimed in his experts' reports.

92. However, that is not the end of the bizarre events on that evening. There are two further strange factors which undermine the veracity of Mr Bahceci's account. He has an accident; he is flung from side to side and his first thought is to phone a friend who is not identified until cross-examination. This friend, Mr Burhan Alkhateb, then says he will sort everything out. Thus, Mr Bahceci leaves his "pride and joy" in the hands of some unknown party, without knowing when, or whether, he will get a replacement vehicle.
93. The second factor is Mr Bahceci's attendance at hospital. Again, Mr Bahceci phones a friend, this time he is identified as Zana. Tellingly neither friend have provided a witness statement or been called to give evidence. Zana is so concerned about the welfare of Mr Bahceci that he tells Mr Bahceci he must go to hospital. Mr Bahceci does go to hospital but does not arrive until 03.17 am. The GPS tracking device records that the accident occurred at 22.56. What was Mr Bahceci doing in the meantime? On his account he went on an errand with Zana, sat in a vehicle and chatted, went to the cash- point and then chatted and smoked in the car outside the hospital. That evidence does not sit with Mr Bahceci's evidence his friend was so worried about his condition a hospital visit was necessary. It also does not sit with severe neck pain that required the use of a neck brace. It does not sit with Mr Bahceci's witness statement where he described his injuries as "serious." I find the attendance at hospital was an afterthought in the hope that such an attendance and a dramatic photograph of Mr Bahceci in a neck brace would bolster his account. I find rather than bolstering Mr Bahceci's account it further undermines it. No genuine person would go on an errand, withdraw cash and sit, chat and smoke in a car if they were in such severe pain. It belies belief because I find Mr Bahceci was not injured to the extent he would have me believe. If he was injured at all in the accident, I am satisfied he did not require hospital attendance. Further if he was

injured it was entirely because of his own actions in being involved in a manufactured crash.

94. I do not consider I can find any assistance from the medical report of Dr Lakhani, or the fact Mr Bahceci attended for physiotherapy sessions. The whole purpose of that evidence was to persuade Tesco to make a payment for general damages. Indeed, Mr Bahceci told Dr Lakhani he was so badly affected he could not undertake household tasks. I reject that evidence. If there was any injury at all by the 29th May 2019 its effect had long since passed. I am satisfied Mr Bahceci was perfectly capable of feigning injury, whether distracted or not, to ensure he recovered compensation for his alleged pain and suffering.
95. My findings in respect of the bizarre events after the accident and Mr Bahceci's feigned injury are strengthened by the damage to the Mercedes.
96. Tesco relied upon forensic engineering evidence in support of its claim. Given the potential significance of this evidence I have considered the engineers report from Mr Etherington in some detail, and I have summarised the primary findings in the evidence section of this judgment. Quite properly Mr Mooney did not seek to undermine Mr Etherington's credibility. His CV is a comprehensive document extending to 3 pages and it attests to his experience in the motor field and his ability to offer expert evidence to this court. Further Mr Etherington's split of instructions supports his independence. During the period 2021- 2022 his percentage split was 56% claimant, 43% defendant and 3% single joint expert. I find that accords with his oral evidence. I consider he was a careful witness openly accepting that his report was entirely based on the material he was presented with.
97. In 28 pages of detailed analysis Mr Etherington scrutinised the available evidence with the caveat that he physically inspected neither vehicle. Further beyond the vehicle registration number he had to undertake his own research to ascertain the Tesco vehicle. Notwithstanding those limitations I consider the report sets out in graphic and pictorial terms what damage could have been sustained in the accident. Significantly his primary findings are based on evidence submitted on behalf of Mr Bahceci. I have noted in particular that the

photographs provided with Mr Mark Beebe's report from Caljam who inspected the vehicle on 9th July 2019 are in colour and higher resolution so have more evidential value. I have carefully considered those photographs when considering Mr Etherington's analysis and conclusions.

98. I found Mr Etherington's report and his oral evidence extremely persuasive cogent compelling evidence. I have no hesitation in accepting the entirety of his evidence. I therefore accept that the damage to the outer edge roof rail, the damage to the nearside sill spoiler and the wheel damage is not related to the index accident.
99. I find further support for my findings from the storage of the vehicle and its subsequent repair and sale.
100. In his initial witness statement Mr Bahceci was silent about the storage of his vehicle. I refused leave for Mr Bahceci to rely upon a second witness statement, but he was cross-examined on certain aspects such that those paragraphs became evidence in the case. At paragraph 32 of his second statement Mr Bahceci said, "I cannot comment as to why and how my car was stored for such a long time." I consider that response is undermined by the very evidence he tendered as cogent evidence for the court to consider.
101. Mr Bahceci proffered Mr Joynson's evidence, an employee of Accident Exchange, by a Civil Evidence Act notice on the basis it would be disproportionate for Mr Joynson to attend trial. Tesco did not serve a counter notice. There can be no question the statement was tendered as to the truth of its contents. However, during the course of the trial I find Mr Bahceci appreciated that very evidence presented a difficulty for him. The difficulty is that whoever provided the information to Accident Exchange knew the location of the vehicle, the period it was stored and knew about the storage charges.
102. I have carefully considered the information contained within Mr Joynson's statement. I am satisfied when Accident Exchange speak to "the client" the only proper construction is that the client is Mr Bahceci. In my view that is confirmed beyond doubt in paragraph 22 which provides:

“17/05/2019 14.45.. call received from client. The client called back returning our call, I have provided the update and that we will be in touch once we have the outcome of the inspection, I asked if he has collected his vehicle and he confirmed that he has and its at his friend’s address, he didn’t have the full details to hand so he will call back with these, he advised he has spoken to his GAP insurers and they have agreed to the value on the ER that the referrers have done so I advised that we will await the TPI’s inspection and if this isn’t the same we will dispute their offer with that report, I asked his intentions in regards to the salvage of the vehicle but he advise he isn’t sure yet he wants to speak to his parents in regard to this.”

103. I know it is Mr Bahceci’s vehicle, he investigated the salvage, he had GAP insurance and he is close to, and works with, his parents. In the light of the reference to “he, his”, “GAP insurance,” “salvage” and “his parents” it is simply not credible to suggest the person being referred to is anyone other than Mr Bahceci.

104. Those records reveal Mr Bahceci was told to collect the vehicle on 14th May 2019. The next day in a telephone call Mr Bahceci was again told to move the vehicle to avoid storage charges. We then have the call on the 17th May when I find Mr Bahceci told Accident Exchange he had moved his car to a friend’s address. I am satisfied it was one of the “friends” identified in these proceedings. In all likelihood it was a garage, which is why on the 4th June when there is another inspection of the vehicle, conveniently the vehicle is now back at the body shop “because it’s easier for the inspection.” To add further embellishment I find during those calls Mr Bahceci says the body shop collected the car from his “friend’s” location. On the 27th June the vehicle is still at the body shop and I find Mr Bahceci tells Accident Exchange the body shop will not be charging him for storage.

105. The exchange between Mr Bahceci and Mr Pulford in relation to these notes was like watching a boxing match. Mr Bahceci ducked and swerved to try and avoid the inevitable body blows from these notes:

Q: “You knew where the car was going?” A: “Potentially”

Q: “You knew you were being charged?” A: “Potentially”

Q: “You were in charge of where your vehicle was?” A: “I not entirely sure.”

Q: “You told them it was moved to a friend’s address?” A: “That is what it says. I am not sure it is right.”

Q: “The car stayed there until 14th August 2019?” A: “I cannot recall. I remember it was a while and there was confusion as why so long and why the claim was not progressing.”

106. I find that Mr Bahceci knew full well where his Mercedes was and that he was not charged additional storage charges because rather than, as Mr Mooney graphically put it this vehicle being in the “clutches of Billy,” it was within the bosom of his friends. It was those friends who provided the means to secure the compensation and profit which is at the heart of this road traffic accident. I also find the evidence from Mr Joynson contained another little “nugget.” I consider the fact Mr Bahceci was not being charged for continuing storage charges another piece in the jigsaw confirming the overall picture that Mr Bahceci knew, and was working with, the principal players identified in the Similar Fact Evidence to secure compensation from Tesco. Any garage must make a profit. No garage provides storage for free unless it is for a friend or someone with whom they are in league. On the evidence the garage lost 72 days storage fees at £25 per day. That they were in league is confirmed by this evidence and the unrelated damage to the vehicle.
107. That unrelated damage also tells a story. First, I find the vehicle was damaged to secure a maximum pay out from Tesco’s insurers. Secondly, for the first time in cross- examination Mr Bahceci said he had repaired the vehicle, but he could not recall how much he had paid. After the overnight adjournment of his evidence and in re- examination he had a sudden recollection he had paid £11,000 to repair his car. I shall return to that aspect. However, what is more telling is why would any genuine claimant pay for damage which had not been sustained in the accident? I accept Mr Bahceci is not an engineer but to suggest that he would have paid for repairs such as his wheels, nearside sill spoiler and outer edge of his roof is not credible. If his “pride and joy” was in the condition Mr Bahceci asserts he should have been challenging the garage as to how the additional damage could have been sustained. The fact he did not do so is another piece in the jigsaw which leads me to believe the accident, and its

aftermath, was a deliberate dishonest attempt to obtain compensation to which he is not entitled.

108. So, we return to where I began with the profit and the motive for this contrived crash. First, there is the attempt to claim for damage which was not sustained in the accident. What purpose would any third party have in damaging the vehicle if it was not to assist Mr Bahceci in obtaining the maximum pay out? Further the report from Blake Assessors includes an item for repair that is not present on a 2-door car namely the Lh B pillar. That report and the actions of persons working collegiately with Mr Bahceci resulted in Mr Bahceci receiving an interim payment from Tesco of £13,543.50.
109. Secondly, Mr Bahceci sold his car to Berkeley Motors Ltd which is run by Biar Hawaizi (Billy) and Noel Khuashaba for the sum of £24,000 albeit Mr Bahceci would have me believe that Billy purchased it reluctantly. They no doubt sold the Mercedes on for a profit. The damage, the location of the vehicle and its subsequent purchase link Mr Bahceci to Ghaith Al Waili, Samatar Jama and Noel Khuashaba.
110. Thirdly I turn to the GAP insurance. In cross -examination Mr Bahceci sought to distance himself from any GAP insurance payment by his usual fall back that he could not remember. He also asserted his solicitors had become involved and said both engineers' reports must be the same value; implying no claim was made. I reject Mr Bahceci's evidence. I find based on the Accident Exchange notes and his own witness Mr Joynson Mr Bahceci spoke to his GAP insurance and received a payment. They would have paid him the difference between the valuation and the repayment cost of his vehicle resulting in a further payment of £13,393.27. Thus, after repaying the balance of the financial agreement with Black Horse Limited the net profit to Mr Bahceci was £26,936.87.
111. In a failed attempt to minimise the profit Mr Bahceci said he spent £11,000 on repairs. There is not one shred of evidence to support that contention. Further, as the evidence came after an overnight adjournment and in re-examination, I have no hesitation in rejecting it. If there were any repairs, they would have been done at minimal cost by Billy and I remind myself the only legitimate

repairs were set out in Mr Etherington's report at the commercial cost of £6,486.85.

112. That deals with the profit in relation to the vehicle but that is not the end of the profit in this stage-managed crash. Mr Bahceci had "severe injuries" and pursued a personal injury claim, and he had the use of a prestige vehicle hired for 110 days at a cost of £35,542. His vehicle was also stored for 72 days without charge. In short, looked at in its entirety rather than there being little or no profit, as Mr Mooney contended, there was considerable profit for those concerned.
113. I find the accident was contrived. Mr Bahceci had more than sufficient motive. Further, he had the means to do so as he was friends with Mr Ghaith Al-Waili, connected thereby to Mr Jama, and he had links with Biar Hawaizi and Noel Khuashaba.
114. This brings me neatly to the links or Similar Fact Evidence or what Mr Pulford also put as "coincidences." The first coincidence is that Mr Ghaith Al-Waili is a friend with Mr Jama who just so happens had a crash with Mr Bahceci. Indeed, this was one of four crashes involving Mr Jama. The second: Mr Ghaith Al-Waili happens to be the Director of Wish Lounge Ltd which was previously directed by Mr Reed who is the claimant in case 9. The third: the address for Wish Lounge is Johnson's House, Johnson's Way where the vehicle in claim 23 was stored and the Tesco driver was Mr Jama. The fourth: Mr Bahceci admitted to knowing Mr Khuashaba who is friends with Mr Collins in case 8 and Mr Rogaliwicz in case 29. The fifth: Mr Khuashaba bought a Mercedes from Bower Lally who is a claimant in three claims in the linked actions. The sixth: Mr Bahceci's vehicle went to Biar Hawaizi's garage for repair. The seventh Mr Biar Hawaizi had a policy of insurance which insured Mr Reed's vehicle in case 9. The eighth: Mr Biar Hawaizi bought Mr Bahceci's vehicle. The ninth: five other linked cases had the same inexplicable roof damage as Mr Bahceci's vehicle. The tenth: Ten cars which crashed with Tesco drivers from the Greenford depot went to Hano Autos. It was claimed Mr Bahceci's vehicle was stored at 2 Creek Road but Mr Bahceci agreed it was not located there as the photographs clearly showed the location for storage at Belvue Road.

115. I find that these are not coincidences but as Mr Pulford put it, “the hallmarks,” as to what really happened. I find the ten links are the hallmarks of the reality; namely this was a staged crash.

Conclusion on liability

116. I find 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 find based on the events prior to the crash, the accident circumstances, the accident damage, events thereafter and the links, Mr Bahceci armed with the means and the motive, stage-managed this crash with Mr Jama.

117. On my findings Mr Bahceci made false statements of fact knowingly:

1. When he sent a Claim Notification Form dated 01.05.2019 in which he asserted:

“The claimant was proceeding along when the defendant pulled out of a give way and caused a collision with the Claimant’s vehicle....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....the claimant sustained whiplash type injuries including the back and shoulder.”

2. When Mr Bahceci submitted a Claim Form, Particulars of Claim at paragraph 2 containing the following statements of fact, that the damage occurred when the Tesco driver:

“pulled out from the junction of Broughton Road and collided with the Claimant’s Correctly proceeding vehicle.”

3. When Mr Bahceci submitted a medical report by Dr Lakhani, in which he alleged:

“... the vehicle was travelling at a moderate speed. It was hit on the passengers’ side. The claimant is unsure how much damage was caused

to the vehicle. He is not sure whether it has been repaired. the claimant recalls being thrown mainly from side to side during the impact.”

And that he was suffering with “neck pain and stiffness...upper back pain and stiffness.... right shoulder pain and stiffness.....7 days time off work... anxiety or depression, reduced concentration, fatigue and pain... prevention of sports and leisure activities which he would normally engage in three to four times a week.”

118. I find Mr Bahceci made false statements to Tesco regarding the facts and cause of the accident, his losses in respect of personal injury and his vehicle. I find in so doing he made fraudulent misrepresentations to Tesco.

119. I find Mr Jama made false statements of fact knowingly when in his report of the accident he stated:

“I was heading back to depot after my last customer, I was taking right turn towards hasting road. As I was doing that I hit the reach accidentally while turning. I grabbed the reach and braked, the third party driver was rough doing 15-20 mph all on 10 mph. The tried to avoid me and while doing so third party hit the front bumper.”

120. On my findings Mr Jama made false statements to Tesco regarding the facts of the accident when he asserted this was a genuine accident in so doing, he has made fraudulent misrepresentations to Tesco.

121. The statements of fact by Mr Bahceci and Mr Jama are untrue because the accident was not caused by negligence but was caused by their intentional acts in conjunction with others. They both knew that by orchestrating the collision their statements of fact were untrue. I am satisfied they both intended Tesco to act upon those statements of fact: in the case of Mr Bahceci by court documents with a statement of truth and in the case of Mr Jama by his accident report to his employers asserting it was a genuine accident.

122. Tesco suffered damage by paying Mr Bahceci a payment on account of £13,543.50 in relation to repairs for the Mercedes. I have also considered the statement of Mr Maberly and I am satisfied Tesco suffered damage as their employees were required to spend time and energy in investigating the claims. The claimed sum is £3014.15. I am not persuaded that simply because the fraud investigators were already so employed that should mean Tesco should not be

compensated for that loss. Had this claim not been advanced they could have been deployed on other areas of fraud. I am also satisfied from the evidence of Mrs Hawkins that whilst a fatality was a primary consideration Tesco also updated their fleet with all round vehicle cameras at considerable expense. Tesco has therefore suffered loss because of the deceptions.

123. In terms of the tort of Conspiracy on my findings Mr Bahceci and Mr Jama worked together with others unknown to cause an intentional crash with the clear intention of damaging Tesco by securing damages.

124. I am satisfied Mr Bahceci 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.

125. I am also satisfied Mr Bahceci and Mr Jama 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.”

126. Mr Bahceci and Mr Jama 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).”

127. I am also satisfied as a consequence of those unlawful acts for the reasons already given Tesco suffered loss.
128. It follows in the light of my findings that Tesco succeeds in its claims for the tort of deceit and unlawful means Conspiracy.

Damages

129. I am satisfied from the statement and oral evidence of Mr Maberly Tesco is entitled to recover £1507.07 from Mr Bahceci and the same sum of £1507.07 from Mr Jama albeit they 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. Tesco are also entitled to the repayment of the vehicle damage of £13,543.50.
130. 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 exemplary damages of £15,000 against each party. Mr Mooney submitted any award should be limited to £5,000.
131. 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.”

132. 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.
133. In stage managing this crash Mr Bahceci and others persuaded a Tesco employee, Mr Jama, 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. Mr Bahceci attested to facts on

court documents which were untrue. That is a direct attack on the integrity of the justice system. He also sought to recover a large sum of money from Tesco and he received a substantial payment on account. He has therefore to date enjoyed the fruits of his fraud. Mr Jama, 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. Tesco was also required to change the CCTV coverage on their fleet of vehicles partially as a result of this fraud and others.

134. However, what distinguishes this case and the other linked actions from other matters which have proceeded to the courts for exemplary damages award is the wholesale nature of the fraud and the extent of the conspiracy which is set out in the Similar Fact Evidence and fully illustrated in the attached diagrams at Appendix 2. This is not a case of two accidents and five passengers as in Axa. This is a fraud and conspiracy of unprecedented scale which has engaged this court in five weeks of continuous Tesco litigation involving the consideration, and reference to, 31 related matters embodied in 60,000 documents. The sheer scale of the fraud must be reflected in the amount of exemplary damages awarded.
135. Mr Bahceci openly told the court the disclosed documentation did not set out the entirety of his income at the time he was paying his finance loan. He has not furnished this court with any details as to his present income Mr Jama has also failed to provide any evidence as to his means. Tesco sought an award of £15,000 from each party for exemplary damages. Whilst I take into account Mr Pulford's representations, I do not consider that is sufficient sum to deter them, and others, from engaging in "cash for crash fraud." I am satisfied that given the extent of the egregious conduct and the extent of this conspiracy as clearly set out in Appendix 1 Mr Bahceci and Mr Jama should each pay exemplary damages of £18,000.
136. There will be judgment for Tesco accordingly and I shall ask Counsel to calculate the appropriate interest in respect of the compensatory element. If Tesco can identify Mr Bahceci's GAP insurers, they should also be sent a copy

of this judgment given they made a payment on the basis of fraudulent representations.

137. 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

SIMILAR FACT EVIDENCE

SAMATAR JAMA

- 1.1. Samatar Jama (Part 20 Defendant) while employed by Tesco had a collision for which a claim was brought by Waleed Hayder Mohammed (Case 18). The facts of the collision are:

- 1.1.1. It occurred at 21.50 on 12.04.2019.
- 1.1.2. The Tesco vehicle was reserved into collision.
- 1.1.3. The Claimant's Vehicle (a Vauxhall Antara registration SA12 HGO) was allegedly stored and repaired at ROJ Motors at Unit 20b Abbey Industrial Estate, Mount Pleasant, Wembley, HA0 1NR.

- 1.2. Samatar Jama while employed by Tesco had a second collision for which the present claim has been brought by Mazlum Bahceci (Case 1) for vehicle damage, credit hire charges and personal injury. The facts of the collision are:
 - 1.2.1. It occurred at 22.50 on 25.04.2019.
 - 1.2.2. The Tesco Vehicle was driven into collision with the front passenger side corner of the Claimant's Vehicle.
 - 1.2.3. The Claimant's Vehicle (Mercedes E220D AMG Line 2 door coupe registration MB17 MAZ) was reportedly inspected at Hano Autos UK Limited at 2 Creek Road London, SE8 3EL. Image 3.jpg, 4.jpg, 5.jpg behind that report show the location at which the vehicle was stored.

- 1.3. Samatar Jama while employed by Tesco had a third collision for which a claim was brought by Ahmed Khalil (Case 23). The facts of the collision are:
 - 1.3.1. It occurred at 21.30 on 15.08.2019.
 - 1.3.2. The Tesco vehicle was reserved into collision.
 - 1.3.3. The Claimant's Vehicle (a) was stored at Logistic Solutions Johnsons Way, Coronation Road, Park Royal, London, NW10 7PF.

- 1.4. Samatar Jama while employed by Tesco had a fourth collision for which a claim was brought by Habib Said (Case 31) and Mwenye Madasheekey. The facts of the collision are:
 - 1.4.1. It occurred at 21.20 on 30.01.2020.
 - 1.4.2. The Tesco vehicle was driven into collision with a parked car with two occupants.
 - 1.4.3. The Claimant's Vehicle (a Volkswagen Touran registration VN61 VYW) was inspected Smart Autoz, Unit 8 Abbey Estate, Mount Pleasant, Alperton, HA7 1RS.

- 1.5. Social media accounts could not initially be found for Samatar Jama. However, Samatar Jama made reference to his social media accounts

when he was interviewed on 16/07/2020. This enabled those accounts to be found under the name Samatar Jamal. These accounts can be seen over 20 pages.

1.6. The Facebook profile can be seen at page 1 to 4 of and can be found at <https://www.facebook.com/samatar.jamal>. The account confirms that Samatar Jamal went to Tapton School and a Google search confirms this is a School in Sheffield.

1.6.1. Samatar Jama confirmed that he previously resided in Sheffield and attended College and University in London. He confirms that he attended at University in London, Middlesex.

1.7. Samatar Jamal is friends with Ghaith Al Waili. It can also be seen that the Facebook profile for Samatar Jamal has commented on a post made by Ghaith Al Waili on 20/11/2021.

1.8. Samatar Jama confirms that he had an Instagram account in the name of 'Mr Swissss' in the interview on 16/07/2020.

1.8.1. Whilst it is noted that this has 1 extra 's' in the profile name on the Instagram account and the Facebook account is in the name of 'Samatar Jamal', given the images on the social media accounts located and information it is clear these are the social media accounts for Samatar Jama.

1.8.2. An Instagram account was identified in the name of @mrswissss. The account is private however a profile picture can be seen. The profile picture is the same as that in the Facebook profile for Samatar Jamal and also in a photograph posted on Ghaith Al Waili's account.

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

1.8.2.2. The Instagram account for Petrichor Designs Limited is @p.designsltd. It can also be seen from document that the Facebook profile, <https://www.facebook.com/ghaith.alwaili.1> confirms that he is a project manager for Petrichor Designs Ltd.

1.8.2.3. The followers of Petrichor Designs Limited can be seen. The account is followed by the following Instagram accounts: -

- a. @Mrswiss – account associated with Samatar Jama
- b. @Mr_b1arx – account associated with Biar Hawaizi
- c. @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.

MAZLUM BAHCECI

THE CLAIMANT'S COMPANIES

1.9. The Claimant is a director (or was previously a director) of the following companies:

- 1.9.1. James & Rose Limited.
- 1.9.2. That Movement Film Limited.
- 1.9.3. That Movement Production Limited.
- 1.9.4. James & Sons Property Limited.
- 1.9.5. Greyhound Property Limited.
- 1.9.6. Michael & Rose Limited.

1.10. The following social media profiles for the Claimant and/or his companies have been identified:

- 1.10.1. Instagram account for 'That Movement Film Ltd'
- 1.10.2. The Instagram account for 'That Movement Film Ltd' dated 17/10/2018 shows the Claimant expressing thanks to other Instagram accounts; @vip_supercars and @petrichor.developments.
 - 1.10.2.1. @vip_supercars is an Instagram account referenced in the 'bio' for the Instagram account @noely.88, which is the Instagram account of Noel Khuashaba the director of Fast Ten Limited. Khuashaba (@vip_supercars) is also associated with Biar Hawaizi.
 - 1.10.2.2. @petrichor.developments is an Instagram account which is associated with the Instagram account of @p.designsltd. A LinkedIn Profile for Ghaith Al Waili confirms he is a 'project manager' at Petrichor Designs Ltd.
- 1.11. The Instagram account for Mazlum Bahceci in the name @mazlumbahceci is friends with:
 - 1.11.1. @mr_b1arx is the account of Biar Hiawazi. Graham Douglas in his statement at paragraphs 77 & 78 details the aliases of Biar Razgar Hawaizi and that this is in fact Biar Hawaizi.
 - 1.11.2. There is a further Instagram account for Mazlum Bahceci in the name @itzmazzz. As can be seen all of the images, including the profile image of the account are of Mazlum Bahceci and can be cross referenced with those images of Mazlum Bahceci.

- 1.11.2.1. Instagram account @itzmazzz is 'following' Wish Lounge.

THE CLAIMANT'S BANK STATEMENTS

- 1.12. The Claimant has provided incomplete disclosure of his bank statements. Nevertheless a number of matters can be gleaned from the partial disclosure provided.

- 1.12.1. Item 10 from the Claimant's List of Documents is titled 'Copies of Claimant's payslips and bank records for his four linked bank accounts with Barclays, account numbers 63454827, 73801829, 03031179 and 33466973.

- 1.12.2. The Claimant is a director of James & Rose Limited. The Claimant's monthly pay from that directorship (before receipt of any dividends) is between £1,112.22 to £1,165.45 per month. Those sums do not appear in any of the Claimant's bank statements.

- 1.12.3. Within those bank accounts the Claimant makes no payments to any utility companies.

- 1.12.4. The Claimant received a sum of £81.90 from Al-Waili GM with payment reference 'Bbq'. Ghaith Al-Waili is dealt with below.

- 1.12.5. Within the disclosed bank statements it can be seen that on 28.10.2019 the Claimant received the sum of £24,000 from Berkeley Motors LI with the reference 'MB17 MAZ'.

- 1.12.5.1. Berkeley Motors Limited is controlled by Biar Hiawazi and is registered at Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD.

BIAR HAWAIZI

- 1.13. Biar Hawaizi 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.

1.14. B1 Capital Cars Limited (run by Biar Hawaizi) had a policy of insurance on which Vehicle registration KT15 USG was insured. Vehicle KT15 USG was purchased by Alexander Reed (claimant in Case 9) on 02 November 2018 and is the Vehicle Alexander Reed was driving in his collision with the Tesco Driver.

1.14.1. Biar Hawaizi was a co-director with Noel Khuashaba of B H Car Repairs Limited [0.048] and Fast Ten Performance Limited.

NOEL KHUASHABA

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

- 1.15.1. Noel Khuashaba is friends on Facebook with:
- aa. Sebastian Rogaliwicz (the Claimant in Case 29).
 - bb. Biar Hawaizi.
 - cc. Greg Daniel Collins (the Facebook name for Gregorz Collins (claimant in Case 8).
 - dd. Ghaith Al-waili and Ghaith GhattMan Al Waili and
 - ee. Ghaith Al-Waili is friends on Facebook with Samatar Jama (Tesco driver in Case 1, 18, 23 & 31).

1.15.2. Noel Khuashaba was previously or is still the director of the following companies:

- 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 Performance Limited (Company Number 09410193) is registered at Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD.
- dd. B H Car Repairs Limited (Company Number 09128288) is registered at 44 Bideford Avenue, UB6 7PP.
- ee. Expert Rock Limited (Company Number 09670400).
- ff. Fast Ten Limited (Company Number 09788865) is registered at Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD.

1.15.3. 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.

MOUSA MOHAMAD ISSA

1.16. As set out above Noel Khuashaba’s Fast Ten Limited operated from Sabichi House, 5 Wadsworth Road, Perivale, Greenford, UB6 7JD.

1.16.1. Sabichi House, 5 Wadsworth Road, Perivale, Greenford, UB6 7JD is also the registered address of W3 Car Repairs Limited.

1.16.2. W3 Car Repairs Limited is directed by Moussa Mohammad Issa.

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

- 1.16.4. W3 Car Repairs Limited was the storage garage in:
- i. Faris (Case 30) where the Claimant's vehicle was reported to be stored at W3 Car Repairs Limited 7B Essex Park Mews W3 7RJ as was confirmed in the Claimant's engineers (Blakes Assessors) report.
 - ii. Nour (Case 27) where the Claimant's vehicle was reported to be stored at W3 Car Repairs Limited 7B Essex Park Mews W3 7RJ as was confirmed in the Claimant's engineers (Blakes Assessors) report.
- 1.16.5. 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.
- 1.16.6. The Claimant's vehicle in Case 6 (Sayahi) LM18XVU was acquired by a new keeper on 10/02/2020. That new keeper was W3 Car Repairs Limited, address given as Rear of 5 Sabichi House, Wadsworth Road, Perivale, Greenford, UB6 7JD.

BOWER LALLY

- 1.17. Bower Lally is the Claimant in Cases 14 and 15. Bower Lally brought a further claim against Tesco in February 2022.
- 1.18. The address of 5 Sabichi House, Wadsworth Road, Perivale, Greenford, UB6 7JD is also connected to Bower Lally as set out below.
- 1.19. Bower Lally is registered as the director of 6 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,
 - 5 Sabichi House, 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. 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 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.
- cc. OK Valeting London Limited at the address of 36-39 The Green, Southall, UB2 4AN.
- i. OK Valeting London Limited featured in the recent claim by Bower Lally against Tesco, accident dated 21/02/2022.
 - ii. Bower Lally is the sole director from the incorporation date until present. There have been no other directors.
- dd. HR Smith Limited registered at the address of Unit 1 Sabre House, Belvue Road, UB5 5QJ. Bower Lally was the sole director.
- 1.19.1. In Case 15 Bower Lally provided an invoice from Hano Autos UK Limited for vehicle repairs showing the address 2 Creek Road, Deptford, London SE8 3EL. Blake Assessors reported the Claimant's Vehicle was stored at Carter Motors, Unit 7 Sabre House, Belvue Road, London, UB5 5QJ.

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

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

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

GHAITH AL WAILI

1.20. Wish Lounge Limited is the directed by Ghaith Al-Waili at the registered address of Unit 2, Belvue Road, Northolt UB5 5QJ and was previously directed by Alexander Reed (the Claimant in Case 9).

1.21. Mazlum Bahceci, the Claimant in the present matter received a payment from Al-Waili GM in the sum of £81.90 on 01 August 2019.

1.22. Ghaith Al Waili is a director of Expert Rock Limited along with Noel Khuashaba.

1.22.1. Ghaith Al Waili and Noel Khuashaba are also Friends on Facebook.

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

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

1.23.2. Johnsons House, Johnsons Way, Coronation Road, Park Royal, London, NW10 7PF is the address for Logistic

Solutions 613 Limited is the company at which the Claimant's Vehicle was stored and inspected in Case 23 (Ahmed Khalil).

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

1.24.1. Wish Lounge Limited's Instagram profile is friends with the following:

- i. Itzmazzz - This appears to be the same Instagram account for Mazlum Bahceci but he has amended the profile name from @mazlumbahceci to @itzmazzz.
- ii. Biar Hawaizi.
- iii. Noely.88 an Instagram account linked to Noel Khuashaba.
- iv. Berkeleymotorslimited.
- v. Vip_supercars.

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

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

1.24.3.1. The Instagram account for Petrichor Designs Limited is @p.designsltd. It can also be seen from document 0.198 that the Facebook profile, <https://www.facebook.com/ghaith.alwaili.1> at page 2 of document confirms that he is a project manager for Petrichor Designs Ltd.

1.24.3.2. The followers of Petrichor Designs Limited can be seen. 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. Mrswiss the account of Samatar Jama.
- iii. Mr_b1arx – the account of Biar Hawaizi.

THE CLAIMANT’S VEHICLE

1.25. The Claimant’s Vehicle was subject to a hire purchase using finance. The cost of the vehicle was £56,611.36 with monthly payments of £723.08.

1.25.1. The Claimant’s Vehicle was subjected to an Experian Autocheck and which revealed the vehicle:

1.25.1.1. Was subject to a finance agreement with Black Horse Finance.

1.25.1.2. Changed keeper from the Claimant on 02.11.2019.

1.25.2. The Claimant’s payments for the finance of the Claimant’s Vehicle defaulted on 22.01.2019.

- 1.25.3. The Claimant sought settlement quotes for the full payment of his finance agreement on his vehicle on the following dates:
 - i. 03.01.2019.
 - ii. 03.02.2019.
 - iii. 04.02.2019.
 - iv. 25.04.2019 (the date of the collision).
 - v. 25.04.2019.

1.26. The Claimant's Vehicle was allegedly stored and inspected at Hano Autos, 2 Creek Road London, SE8 3EL. In Blakes Assessors' report it also states 2 Creek Road is where the Claimant's Vehicle was stored. This is disputed and dealt with below.

HANO AUTOS /AWARA MARIO

1.27. Awara Mario in his LinkedIn profile reports he is the director of Hano Autos Limited.

1.27.1. Hano Autos Ltd has the registered address of 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE.

1.27.2. There are two further companies bearing the name 'Hano':

1.27.2.1. Hano Autos UK Limited which also has the registered address 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.

1.27.2.2. Hano UK Limited's registered address is also 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE.

1.27.3. 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 Argosh Rasheed Nori and share the following addresses:

1.27.3.1. Unit 4-6 Abbey Industrial Estate, Mount Pleasant, Wembley, Middlesex, HA0 1QT.

1.27.3.1.1. This address was 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.

1.27.3.2. 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE the current registered address (as set out above).

1.27.3.3. 2 Creek Road, Deptford, London SE8 3EL: 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.

1.27.3.4. 2 Creek Road, Deptford, SE8 3E is the alleged inspection locations provided by Blake Assessors in the following Linked Actions:

- i. Case 1 Mazlum Bahceci.
- ii. Case 2 Mohammed Namdar.
- iii. Case 4 Shireen Morgan.
- iv. Case 5 Shimaa Khattawi.
- v. Case 6 Adel Motlaghi Sayahi (the index matter).
- vi. Case 13 Eda Yaman.
- vii. Case 16 Rinas Ahmed.
- viii. Case 19 Saman Hussain.
- ix. Case 29 Monika Rogalewicz.

1.27.4. 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.

1.27.5. 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:

1.27.5.1. 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.

1.27.5.2. The Claimant's Vehicle in Case 21 was recovered, inspected and repaired by a business trading as Alaska Motors under the registered company name 'Lola Trading Limited', at address Unit 9a Abbey Industrial Estate Mount Pleasant Wembley HA0 1NR.

ROJ MOTORS

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

1.28.1. 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.

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

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

1.28.4. 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.

1.28.4.1. 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.

- 1.28.5. Further matches also confirm an address of Unit 17 Abbey Industrial Estate Mount Pleasant, Wembley of JJ Motor Body Repairs.
- 1.29. A further Google search was carried out for '20b Abbey Industrial Estate' and a copy of the results are available.
- 1.30. A Google images show the address '20b' on the Abbey Industrial Estate.
- 1.30.1. There is no signage to confirm that ROJ Motors operates from this location.
- 1.31. 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.
- 1.32. Unit 9a Abbey Industrial Estate Mount Pleasant Wembley HA0 1NR is the same address as Dimaa Motors Limited which was the garage used in Case 3: invoice and a recovery invoice.
- 1.32.1. Dimaa Motors Limited is directed by Zhraa Alghafagi, one of the three claimants in Case 3 and is also the garage used by the First Claimant in Case 3.

NADIM JAWAHERI

- 1.33. Awara Mario (director of Hano Autos) has a Facebook account in which he is friends with Nadim Jawaheri and on which he 'loved' a post made by Nadim Jawaheri.
- 1.34. 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.
- Tariq Faris, Claimant in Case 30.
- Awara Mario.
- Biar Hawaizi.
- Rinas Ahmed (Facebook profile Rinas Osman), Claimant in Case 16.

RINAS AHMED

- 1.35. Rinas Ahmed the Claimant in Case 16 collided with Tesco Driver Rakesh Lakhman.
- 1.36. Rinas Ahmed is the director of R & A Repairs Limited.
- 1.37. R & A Repairs Limited's registered address of 100 Welley Road, Wraysbury, Staines-upon-Thames, TW19 5HF. This was a previous registered office address of BL Motors Limited, run by Bower Lally.
- 1.38. 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.
- 1.38.1. 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 22/02/2019 and 14/05/2019.
- v. Rinas Ahmed and Bower Lally have therefore owned and insured the same vehicles M88BWR and W8BWR on policies of insurance.

APPENDIX 2







