

**IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION
MEDIA AND COMMUNICATIONS LIST
B E T W E E N:**

Claim No: KB-2023-000774

(1) RICHARD (RAZIEL) DAVIDOFF **Claimants**
(2) HANNAH (HANNI) DAVIDOFF
(3) TAMARA DAVIDOFF
(4) DEBBY DAVIDOFF

-and-

NICHOLAS HARGRAVE **Defendant**

DEFENCE

Save where otherwise indicated, references to paragraph numbers are to paragraphs in the Re-Amended Particulars of Claim.

A. The Parties

1. As for paragraph 1,

1.1. It is admitted that the Claimants are family members, that their relationship is as described in the second sentence, and that, save for the Fourth Claimant, they are engaged in the business of commercial and residential property sales, letting and lease management. No admissions are made in respect of the Fourth Claimant's involvement in the business. As for the Third Claimant, no admissions are made that she operates in a client-facing role.

1.2. It is admitted that the business is operated through a group of companies. This group structure is opaque, confusing and lacking in transparency, as pleaded below. There is no company or corporate entity called 'ABC Estates'. The entity described as 'ABC Estates' is nebulous. Insofar as the phrase 'ABC Estates' is used below no admissions are made that it is a company or corporate entity in its own right.

1.3. The ABC Estates website does not list any of the key individuals said to work at 'ABC Estates'. Nor does it identify the companies that fall within the so-called ABC Estates group. The ABC Estates website, <https://www.abcestates.co.uk>. Identifies the 'ABC' as standing for 'Aldermartin Baines & Cuthbert'. The about us part of the ABC Estates website refers to '*ABC Hendon Ltd (trading as Aldermartin Baines Cuthbert)*'. Yet, in their Particulars of Claim in the claims brought against Dhir Doshi and Thomas Govan, the Claimants pleaded that ABC Block Management Limited and ABC Hendon Limited traded as 'ABC Estates'. There are also numerous existing and historic companies listed on Companies House, as detailed below, connected to the First to Third Claimants that appear to also be used under the guise of 'ABC Estates'. The officers and shareholders in those companies often change for no apparent reason. It is to be inferred that the structure and shifting personnel is intentional to make it difficult for anyone to know who is responsible for any particular decision and for relevant authorities to know whether each company is filing proper accounts and acting properly in accordance with its legal obligations.

1.4. Save as set out below, it is not admitted that this group of companies is collectively known as 'ABC Estates' or where their businesses have offices or where they conduct business. So far as the Defendant can judge, the current companies (without reference to dissolved companies) where any of the Claimants have an interest do not all have ABC in the title. They are as follows:

1.4.1. The Companies House website records three individuals listed under the name 'Richard Davidoff', each of whom is believed to be the First Claimant. Between them they are said to be the Director and/or Secretary and/or be a person with significant control of five companies, all of which have a

correspondence address of 179 Station Road, Edgware, HA8 7JX. Of those five companies, only one has the phrase 'ABC' in it: 25 ABC The Broadway Residents Management Company Limited. All five of the companies are listed as having Directors and/or persons with significant control who are not the First to Fourth Claimants and do not appear to be related to the First to Fourth Claimants.

1.4.2. The First Claimant is also believed to be listed on Companies House as 'Richard Archer', who is listed as having the same date of birth as the entries for Raziel Davidoff and Richard Davidoff on Companies House, and is recorded as having been Director of Richard Archer Property Investments Limited (between 17 May 2010 and 8 December 2011), and Richard Archer Property Trading Limited (between 13 August 2001 and 8 December 2011). In support of his case that the First Claimant is also known as Richard Archer, the Defendant will rely upon the First Claimant's admission in the First-Tier Tribunal Property Chamber (Residential Property) ("FTT") in a matter concerning 178 Holland Road, London, W14 8AH (LON/00AW/LNM/2022/0005). The First Claimant told the FTT that he had temporarily changed his name to Richard Archer by deed poll to hide his involvement in the purchase of a property.

1.4.3. Further, Richard Archer Property Investments Limited currently has 'Hanni Yaffa Cantor', believed to be the Second Claimant, and 'Raziel Davidoff', believed to be the First Claimant, listed as its Directors. Richard Archer Property Trading Limited currently has ABC Block Management Ltd and Raziel Davidoff listed as its Secretary and Director respectively, and has previously had 'Hanni Yaffa Cantor' listed as a Director.

1.4.4. There are a further five individuals listed under the name 'Raziel Davidoff', believed to be the First Claimant, which, between them, are said to be the Director and/or Secretary and/or be a person with significant control of six companies with 'ABC', 'ABC Estates' or 'Aldermartin' in their title. All six companies are listed as having Directors and/or persons with

significant control who are not the First to Fourth Claimants and do not appear to be related to the First to Fourth Claimants.

1.4.5. Only one of those companies, ABC Block Management Limited, appears to list one of the other Claimants as an officer or a person with significant control. An individual named 'Tamara Davidoff', believed to be the Third Claimant, was made a Director of ABC Block Management Limited on 10 October 2023, after publication of the words complained of. A different individual named as 'Tamara Davidoff', who is also believed to be the Third Claimant, was listed as a Director of ABC Block Management Limited between 19 January 2016 and 18 October 2021.

1.4.6. There are a further two entries on Companies House for individuals named 'Tamara Davidoff', again, believed to be the Third Claimant. All three entries have the same date of birth. However, save for ABC Block Management Limited, none of the Tamara Davidoff entries appear to hold officer positions or be listed as having significant control of companies related to the so-called ABC Estates group of companies.

1.4.7. There is an individual called 'Hannah Davidoff', believed to be the Second Claimant, listed on Companies House as the sole Director and person with significant control of Asprey (London) Estates Ltd. The company's listed correspondence address, 51 Brent Street, London, NW4 2EA is the same as is given as the contact address for the Hendon branch of 'ABC Estates' on the ABC Estates website and is the address given on the Claim Form in these proceedings.

1.4.8. A further individual named 'Hannah Yaffa Davidoff', also believed to be the Second Claimant, was, until 23 March 2023, after the publication of the words complained of, listed as the sole Director and person with significant control of Aldermartin Building Contractors Limited.

1.4.9. On 23 March 2023, an individual named 'Hanni Cantor', also believed to be the Second Claimant, was appointed and subsequently resigned as

Director of that same company. That is the only appointment that 'Hanni Cantor' is listed as having, although there is one other 'Hanni Cantor', also believed to be the Second Claimant, listed on Companies House, with the same date of birth and correspondence address, who is listed as one of the Directors and the person with significant control of Edgwarebury Court RTM Company Limited, a company that features at subparagraph 54.4 below.

1.4.10. From 23 March 2023 onwards, a separate individual listed as 'Hanni Yaffa Cantor', also believed to be the Second Claimant, was appointed Director of Aldermartin Building Contractors Limited. That same individual is also listed as the sole Director and person with significant control of Bucklers Estates Ltd, a company with the same listed correspondence address as the Hendon branch of 'ABC Estates' on the ABC Estates website (as well as Asprey (London) Estates Ltd).

1.4.11. There are a further three separate individuals listed on Companies House as 'Hanni Yaffa Cantor', who are listed as having the same date of birth and/or correspondence address, and are all believed to be the Second Claimant. Amongst the numerous companies those individuals are listed as having held a position of responsibility at is ABC Hendon Limited, which lists Hanni Yaffa Cantor as the sole Director and person with significant control, and ABC Estates (London) Ltd, which lists Hanni Yaffa Cantor and Eluwumi Elumiju Elusade, a part-time school bus driver, as Directors and Hannah Davidoff as the person with significant control.

1.4.12. The Fourth Claimant is believed to only appear on Companies House once. She is listed as having been the Director of ABC II (Services) Limited for the brief period between 19 November 2013 and February 2014. She otherwise holds no positions. ABC II (Services) Limited is now listed as having Eluwumi Elumiju Elusade, a part-time school bus driver, as its sole Director and person with significant control. There are two other individuals listed as 'Debby Davidoff' on Companies House. Those individuals are listed separately as being Director and Secretary of Demeslawy Ltd,

despite being apparently the same person. However, one of the Debby Davidoffs is given the date of birth of May 1998, whereas the Debby Davidoff of ABC II (Services) Limited is given the date of birth of May 1994. It is unclear whether the Debby Davidoffs connected to Demeslawy Ltd are the Fourth Claimant.

1.4.13. In addition, the Claimants operate shell companies, including Hammer & Chisel Ltd, see paragraphs 63 to 67.3 below, and Landlord Repairs & Maintenance Services Ltd, see paragraphs 68 to 69.4 below.

1.5. Otherwise no admissions are made.

2. Insofar as the matters pleaded are relevant, paragraph 2 is admitted.

3. As for paragraph 3:

3.1. It is admitted that the First Claimant and some of the companies within the Claimants' opaque corporate structure were the subject of adverse reviews, including some reviews posted under false names, on Google and elsewhere in and around 2019 to 2020.

3.2. It is admitted that proceedings for libel were issued against Mr Dhir Doshi and Mr Thomas Govan by these four claimants and by two corporate entities, ABC Block Management Limited and ABC Hendon Limited. Claim forms were issued on 25 March 2021 and served, together with particulars of claim, on 26 March 2021.

3.3. According to the Particulars of Claim settled on behalf of the four claimants and two companies against Mr Govan,

3.3.1. He was a former employee of ABC Estates;

3.3.2. He was said to have been responsible for publishing seven reviews under false names;

3.3.3. The meanings pleaded were largely generic meanings relating to running a fraudulent and dishonest enterprise;

3.3.4. Many of the particulars of reference pleaded are similar to those relied upon in this claim. It was pleaded that serious harm would have been caused to 'ABC Estates' because '*being a comparatively small operation, [it lacked] an established "national" brand*'. In this case, to establish reference, reliance is placed on the fact that many people would know that each of the Claimants worked at 'ABC Estates';

3.3.5. As for the serious harm plea, no actual serious harm or serious financial loss was identified to have been caused to the individual or corporate claimants. One matter pleaded, at paragraph 7.10 was that the '*defamatory imputations have caused Cs 1-4 to be the subject of gossip and have made it difficult for the Claimants to participate fully in the life of the community.*' This is identical to the plea in this case, at paragraph 25.8: see the Defendant's response at subparagraphs 26.7 to 26.7.3 below. The Claimants' solicitors avoided answering questions about this plea in this action. It was also pleaded that loss was continuing and a full schedule of loss would be provided in due course. If it was provided to Mr Govan, it has not been disclosed to the Defendant in this claim when a Part 18 Request was made.

3.4. According to the Particulars of Claim settled on behalf of the four claimants and two companies against Mr Doshi,

3.4.1. He was a former consultant at ABC Estates;

3.4.2. He was said to have been responsible for publishing five reviews under false names;

3.4.3. These were said to bear two generic meanings relating to being fraudulent and dishonest enterprises;

3.4.4. Sub-paragraphs 3.3.4 and 3.3.5 above are repeated.

3.5. Mr Doshi never denied posting the reviews, putting the claimants to prove that he did so. Mr Govan did deny doing so, instructing his solicitors to deny publishing the reviews, a response which he later admitted was untrue explaining, as the Deputy Master records in his judgment dated 17 December 2021, that he was afraid to admit doing so because of the pressure the Claimants put their opponents under in litigation.

3.6. Posting reviews in the names of others and not admitting to doing so when challenged was foolish and unsophisticated behaviour because it is often possible to identify those behind such posts (as happened here) and it risks the poster losing credibility, if found out. If a poster can be presented as lying about their identity or responsibility, this can be capitalised on by their opponents to similarly accuse them of lying about the content of their posts. This is so, even if they were telling the truth or some of the posts contained true information or they have previously been prepared to make the same or similar allegations in a witness statement, as Mr Govan did in 2019 in relation to a claim before the FTT.

3.7. Before defences were served, Mr Doshi and Mr Govan applied to strike out the claims and and/or obtain summary judgment. They did so on the basis that the claims were statute-barred, that there was no proof of publication to third parties, that there was a lack of reference to Hanni, Tamara and Debby Davidoff, that there was no serious harm and/or serious financial loss in respect of the corporate claimants and that the claim was an abuse of process.

3.8. Mr Doshi and Mr Govan instructed junior counsel without any or any significant experience in defamation law. The Claimants instructed leading and junior counsel and solicitors, all of whom were specialists in defamation law.

3.9. According to the Deputy Master who heard the applications, Mr Doshi and Mr Govan *'have already adduced much material which they say shows that the*

Claimants did not behave properly in the conduct of the business.' The Deputy Master, however, correctly considered that points of this kind were irrelevant on the applications before him. Understandably, he did not describe what he meant by that phrase, or whether he thought the material adduced would meet the sting of the libels, once found. He dismissed the applications. Making these applications was an unsophisticated and overly ambitious approach to libel litigation at an early stage and one which left Mr Doshi and Mr Govan facing a large costs bill.

3.10. The Claimants served a Costs Schedule for the hearing where their solicitor Mark Lewis of Patron Law was charging £500 per hour, with his trainee charging £180 per hour. They sought £15,298. Leading Counsel charged £10,000 for the hearing and junior counsel charged £5,000. The 'grand total' sought by the Claimants was £36,357.60 including VAT.

3.11. Facing hefty costs even before a defence was prepared, Mr Doshi and Mr Govan compromised the claims which included making statements in open court. The other terms of the settlement are unknown to the Defendant. A request for disclosure of the settlement agreement has been refused. At no time were the merits litigated.

3.12. Otherwise, no admissions are made.

B. The Publication Complained Of

4. The heading above paragraph 4 is wrong. The correct date is 7 May 2022.

5. As for paragraphs 4 to 7:

5.1. It is admitted that the Defendant published a Tweet at 8.21am on 7 May 2022.

5.2. It is denied that the words complained of comprised three elements, as pleaded in paragraph 4. It consisted of the two elements pleaded at subparagraphs 4.1 and 4.2 only.

5.3. The case at subparagraphs 4.3, 5, 6, 6.1, 6.2 and 6.3 that the ordinary, reasonable reader would have clicked on the article in Leasehold Knowledge via a hyperlink is denied. It is for the Claimants to prove that the ordinary, reasonable reader of Twitter would have accessed the article by clicking on the hyperlink. Without prejudice to that contention, the Defendant will rely on the following facts and matters in support of his case that this did not happen:

5.3.1. The ordinary, reasonable reader of Twitter is taken not to click on links because the platform is a fast-paced medium, which, by its design, does not encourage readers to linger on individual tweets or explore content that is accessible from the tweet the user is being presented with.

5.3.2. The tweet complained of (“**Tweet**”) was comprehensible without the reader requiring further information. The quoted @LKPleasehold tweet beneath the Tweet (“**Quoted Tweet**”) provided sufficient information for the reader to understand the basis of the Defendant’s criticism, thereby rendering it unnecessary for the reader to click on the link. Use of the word “firm” clearly identified the subject of the Tweet and the Quoted Tweet set out the relevant target: ‘ABC Estates’ (see paragraph 1.2 above). The Tweet explained that unsophisticated methods had been deployed and the Quoted Tweet identified what those methods were: the use of fake Google reviews. The Tweet described the matter as a “sad tale” and the combination of the Tweet and Quoted Tweet gave the basis for the description.

5.3.3. The language used in the Tweet did not direct the reader to follow the hyperlink either expressly or implicitly.

5.3.4. The link was not prominently displayed in the Tweet. It was embedded at the end of the Quoted Tweet and was not highlighted in blue text unless a reader opened the Quoted Tweet by clicking on it.

5.4. Accordingly, paragraph 7 is denied. The words published did not name or refer to or defame the Claimants or each of them.

C. Defamatory Meaning

6. It is denied that the words complained of bore or would have been understood to bear the meaning set out at paragraph 8 in either a natural and ordinary meaning or by way of innuendo. The pleaded meaning is strained and convoluted. In addition, the ordinary reasonable reader would not read the Leasehold Knowledge Article and, therefore, would not identify all the Claimants as the subject of the Tweet.

D. Particulars of Reference and True Innuendo

7. Save as set out below, the Claimants' lengthy alternative innuendo case, beginning at paragraph 9 and running to forty-five paragraphs and subparagraphs, is not admitted and is, in any event, an abuse of process. The Defendant will contend as follows:

7.1. It is confused. It is unclear which of the paragraphs and sub-paragraphs pleaded are relied upon by each or all of the Claimants and whether it is the case of each of them that the reader of the words complained of must have known all or only some (and if so which) of these facts and matters;

7.2. Many of the tweets relied upon have been selectively misquoted, as pleaded below, and raise matters adverse to the reputation of the First Claimant and companies which the Claimants have said are part of 'ABC Estates' but are not accusations sued upon;

7.3. Such a pleading is, therefore, highly contrived because even if, which is not admitted, each Claimant was understood to be referred to, it would be in a damaging way well before any of the same individuals who read these publications read the words complained of. It would mean that the Claimants are accepting that any readers of the words complained of would know a great

many matters that are adverse to the First Claimant and the companies, of which the Second to Fourth Claimants say are associated with them, before they read the words complained of. Consequently, the more successful the Claimants are in proving a reference innuendo, the weaker must be their case on serious harm to reputation caused or likely to be caused by the words complained of;

7.4. It is, therefore, to be inferred, purposively pleaded in this confusing, long-winded and disproportionate way in order to cause the Defendant expense, harassment and commercial prejudice over and above what can be expected in litigation.

8. Without prejudice to those contentions, the Defendant pleads as follows.

9. As to paragraph 10:

9.1. The first to third sentences are admitted.

9.2. The fourth sentence is not admitted. 'ABC Estates' and each of the Claimants are not understood to be topics of popular interest. It is for the Claimants to prove what the Twitter algorithm would have done but it is not admitted that it would have amplified tweets about the company of the Claimants to individuals who did not follow the Defendant. This is pure speculation.

10. Paragraph 11 is an admission that there is no evidence of widespread publication or anyone engaging on Twitter and demonstrating that they understood the Claimants or any of them to be referred to from the publication of the words complained of.

11. Save that it is admitted that the Defendant has published tweets about 'ABC Estates' and the First Claimant, paragraph 12 is denied. The Defendant has not published tweets about the Second to Fourth Claimants. Accordingly, he cannot have built up a following of people who were interested in the Second to Fourth Claimants. The Defendant primarily tweets about politics.

12. As to paragraph 13 and the subparagraphs thereunder:

12.1. This case about what readers must have read over the six months before publication of the words complained of is pure speculation. The pleaded case requires those who are said to have read these tweets in a six-month period to have remembered what was said and also to have read the words complained of and linked them. There is no pleaded case, in breach of CPR r16.4(1)(a) and 53B PD, para 4.2(4)(b), that anyone did so, even though it is asserted, under a statement of truth, at sub-paragraph 25.8, that the particular defamatory imputation sued upon in these proceedings has caused the Claimants to be the subject of gossip.

12.2. It is admitted that the Defendant published the identified tweets but it is not admitted that the tweets would have primarily been read by '*those interested in ABC Estates and the Claimants*'. The Claimants must prove that the Twitter algorithm would have directed users on the basis of a pre-existing interest in ABC Estates and/or each of the Claimants. The Defendant repeats the second sentence of subparagraph 9.2 above.

12.3. Reference to '*the related companies*' in paragraph 13 is embarrassing for want of particularisation and cannot be pleaded to until the Claimants identify the relevant companies said to comprise such companies and the basis upon which drawing a link between the Claimants and any company would link the Claimants in the reader's mind with 'ABC Estates'.

12.4. It is admitted that the tweets contained hyperlinks to articles naming 'ABC Estates' and/or the First Claimant and that the Leasehold Knowledge Article contained a hyperlink to the judgment of Deputy Master Yoxall as cited at subparagraph 3.9 above. The articles in question all predated the Tweet. If anyone did read them, they would have learned the following:

12.4.1. That, in a judgment handed down on 12 August 2021, the FTT found that the First Claimant had breached his fiduciary duties after he had been

made the court-appointed manager of the property at 112 Blackheath Road, London, SE10 8DA and the First Claimant had been described by the FTT as not being a ‘*satisfactory witness*’.

12.4.2. Moreover, the FTT found that the First Claimant’s actions had led to inflated and wholly unreasonable sums being demanded of the leaseholders, whereby a bill for major works had increased from £10,000 to £100,000. In addition, although Mark Reed, who was described in the judgment as having held himself out at all times as ‘*Head of Block Management at Aldermartin Baines & Cuthbert*’, had told one of the leaseholders that he was not aware of any staff members of ABC Estates having any connection to the proposed contractor, Valens Contractors Ltd, it transpired that the sole director of Valens (at that time) was Mr Reed’s wife. Mr Reed subsequently told the leaseholder that he was not a director, shareholder or received any financial remuneration from ‘Valens Ltd’. The article also noted that on 4 November 2021, the Association of Residential Managing Agents expelled ABC Block Management Limited from its membership as a result of the FTT’s decision.

12.5. The article cited at subparagraph 13.2 summarised the information set out at subparagraphs 12.4.1 to 12.4.2 above, and also noted that the FTT had found that ABC Block Management had dissembled its relationship with its contractors.

12.6. In addition to referring to the First Claimant and ‘ABC Estates’, the tweets referred to at subparagraph 13.3 included a link to a *Property Week* article, which contained substantially the same information set out at subparagraphs 12.4.1 to 12.4.2 above.

12.7. The article cited at subparagraph 13.4 also noted that a complaint had been made against ‘ABC Estates’, which is run by the First Claimant, after a bill from ‘ABC Estates’ for major works “*rocketed*” from £10,000 to £100,000; that the First Claimant had been found by the FTT to have acted in breach of his

fiduciary duties; and that ABC Block Management had been expelled from the Association of Residential Managing Agents (ARMA).

12.8. The article cited at subparagraph 13.5 also noted that the First Claimant, “*who runs Aldermartin, Baines & Cuthbert (ABC) Estates*” was found by the FTT to have breached his fiduciary duties following the increased major works bill from £10,000 to £100,000; the First Claimant was in a dispute with former employees who had alleged that ‘ABC Estates’ had created fraudulent invoices for services to leaseholders, which was denied by the First Claimant but that Peter Bottomley MP had urged the government to listen to the former whistleblowing employees of the First Claimant; that ABC Block Management Ltd had been expelled from ARMA; and that ARLA PropertyMark had opened an investigation into companies related to the Claimants.

12.9. The article cited at subparagraph 13.6 contained materially the same information as set out at subparagraphs 12.4.1 to 12.4.2 above.

12.10. In addition to the material set out at subparagraphs 13.7.1 to 13.7.8, the Leasehold Knowledge article also contained substantially the same information as set out at subparagraphs 12.4.1 to 12.4.2 above.

12.11. The article cited at subparagraph 13.9 also set out substantially the same information as at subparagraphs 12.4.1 to 12.4.2 above, as well as the landlord’s claim that she had only been sent the tenancy agreement by ‘ABC Estates’ 18 months after the first tenants moved in; her assertion that “*It appeared that ABC had done barely any checks on the tenants*”; and her claim that ‘ABC Estates’ had acted negligently in failing to safeguard her properties, which the company denied.

12.12. The tweet cited at subparagraph 13.10 also contained a link to an Early Day Motion, which had been signed by five MPs, concerning how “*customers and employees can safely raise questions of business practice*” and calling upon the Select Committee on Levelling Up, Housing and Communities to invite the First Claimant to “*give evidence of his experience*”.

12.13. It is denied that the tweets or any of them linked 'ABC Estates' to all the Claimants or any of the Second to Fourth Claimants. The tweets only referred to 'ABC Estates' and/or the First Claimant. Only one of the linked articles contained in the tweets referred to the Second to Fourth Claimants. However, that article was embedded at the bottom of the Quoted Tweet. The tweet did not direct readers to click on the link. Without prejudice to the burden of proof, it is, therefore, inherently unlikely that a Twitter user would have clicked on the hyperlink and gone on to see the names of the Second to Fourth Claimants. Accordingly, it is also denied that the tweets ensured that people who read them would realise that the Claimants owned and were responsible for 'ABC Estates', or that they referred to the Claimants.

13. Save as is consistent with subparagraphs 12.1 to 12.13 above, paragraph 13 and the subparagraphs thereunder are denied.

14. Paragraph 14 is denied. No particulars are pleaded for this speculative case.

15. As for paragraph 15, the Defendant repeats subparagraph 12.13 above and denies that, even if the Tweet had been published to a substantial number of people, it is reasonable to infer an overlap between those who read some or all of the information linked to in the tweets and also read the Tweet. No particulars are pleaded for this speculative case.

16. As to paragraph 16 and the subparagraphs thereunder, it is admitted that a small number of individuals read the Defendant's tweets referred to at subparagraphs 13.1 and 13.10. However, it is denied that the facts pleaded create a sufficient factual basis for inferring either that 30% and/or 50% of the individuals who had read the earlier tweets also read the Tweet. The Twitter users identified as having interacted with an earlier tweet and the Tweet appear to comprise a homogenous group of individuals with a pre-existing interest in the topic of leaseholds, as is clear from the Twitter users' usernames, such as 'Leasehold Slave' and 'NLC LEASEHOLD CAMPAIGNER'. Given the breadth of the Defendant's Twitter followers and the objectively niche topic the tweets concerned, it is inherently

unlikely that all his followers would have a substantial interest in leasehold matters and, therefore, it is unlikely that they would have read more than one tweet.

17. As to paragraph 17 and the subparagraphs thereunder, no individuals are identified as having read the article before reading the words complained of. Given the substantial passage of time between the Defendant posting the earlier tweets and the Tweet, the ephemeral and fast-moving nature of the Twitter platform, and the matters pleaded in the third and fourth sentences of paragraph 16 above, it is denied that a substantial number of readers of the words complained of would also have read the Leasehold Knowledge Article. The Defendant further avers that it is inherently contradictory for the Court to find that the words complained of did not include the words set out in the article yet a substantial number of readers would have followed the hyperlink to the Leasehold Knowledge Article.

18. Save that it is not admitted that the facts pleaded in paragraph 18 provide a sufficient basis for the inferences pleaded therein, paragraph 18 is admitted. The Twitter platform is of an ephemeral nature and does not encourage users to click on links. In addition, the content of the Quoted Tweet further disincentivised users from clicking on the link, as it contained enough information to render it unnecessary for a Twitter user to seek further information by clicking on the hyperlink.

19. As to paragraph 19, for the reasons given in the second and third sentences of paragraph 17 above, it is not admitted that 9 of the 28 individuals read the Leasehold Knowledge Article. It is further denied that the facts pleaded therein provide a sufficient factual basis for the pleaded inference.

20. Paragraph 20 is denied. The publications pleaded at subparagraphs 20.1 and 20.2 were published a substantial time before the Tweet. It is, therefore, inherently unlikely that readers of both or either of those publications would have had the content of those articles in their mind when they read the Tweet and no individuals are identified as having done so.

21. Paragraph 21 and the subparagraphs thereunder are not admitted, and the Defendant repeats subparagraphs 1.2 to 1.4.12 above. The entity described as 'ABC Estates' is comprised of an ever-shifting network of tenuously connected companies, run by numerous individuals including those who are not the Claimants. Although the Claimants held the positions pleaded at sub-paragraphs 21.1 to 21.7, the mere fact of holding those positions does not mean that the Claimants or each of them would have been understood to be an alter ego of 'ABC Estates' and there is no pleaded case that anyone read the words complained of and knew any or all of this information.

22. Paragraph 22 is not admitted. There is no pleaded case that anyone who read the words complained of knew any or all of this information. As to the subparagraphs thereunder:

22.1. The Defendant repeats subparagraphs 1.2 to 1.4.12 above and the subparagraphs thereunder and subparagraph 22.1 is denied.

22.2. Subparagraphs 22.2 to 22.3 are not admitted and each are irrelevant unless the Claimants and each of them can prove that these facts were known to readers of the words complained of.

22.3. Subparagraph 22.4 is not admitted and the Second Claimant is put to proof that she was identified in any such Google reviews of 'ABC Estates'. So far as the Defendant is aware, the Second Claimant was only identified twice in the 12 reviews that were sued upon in the claim brought by the Claimants against Mr Govan and Mr Doshi, in neither instance using her full name.

23. Paragraph 23 is denied. The matters pleaded at paragraphs 13 to 22 do not provide a sufficient factual basis for concluding that anyone who read the words complained of knew all or any of this information. The claim is highly speculative. The Defendant repeats paragraphs 11 to 22.3 above.

24. As to paragraph 24, save that it is not admitted that a substantial number of the Tweet's readers would have known that the Claimants were bringing a claim

against Mr Doshi and Mr Govan, paragraph 24 is admitted. As to the subparagraphs thereunder:

24.1. Subparagraph 24.1 is denied. The Defendant did not encourage his readers to follow the link set out at the end of the Quoted Tweet. The Defendant repeats subparagraphs 5.3.1 to 5.3.4 above.

24.2. Subparagraph 24.2 is denied. The Claimants have failed to identify on what basis it can be pleaded that a Twitter user would have clicked on the Quoted Tweet, then clicked on the Leasehold Knowledge Article, then identified and clicked on the hyperlink in the Article to the judgment of Deputy Master Yoxall, and, finally, went on to read to paragraph 4 of that judgment. This is a highly improbable sequence of events and is desperate.

E. Serious Harm

25. It is not admitted, as pleaded in paragraph 25 and subparagraphs thereof, that the Tweet has caused each of the Claimants' reputations serious harm and each of the Claimants is put to proof of such:

25.1. The Tweet and the Quoted Tweet did not name any of the Claimants and instead referred to 'ABC Estates'. The Defendant repeats subparagraphs 5.3.1 to 5.3.4 above and avers that the Tweet's readers would have been unlikely to click on the Quoted Tweet, then click on the hyperlink embedded therein, and subsequently read the Leasehold Knowledge Article. The sting of the publication complained of was levelled at 'ABC Estates' rather than any specific individual. By criticising the firm, the Defendant's publication would have been understood as a reference to those with responsibility for the company's management and direction.

25.2. The Claimants' solicitors admitted on 28 July 2022 that 'ABC Estates' was not bringing proceedings because it would have to prove serious financial loss. The statement can be taken to mean that there was no evidence of any identifiable effect on the company, as at 28 July 2022 and it has not since taken

any action. It is not pleaded how a statement only naming 'ABC Estates' would cause no financial loss to the companies said to comprise 'ABC Estates' or even be likely to do so and would cause serious harm to unnamed individuals.

25.3. The Second to Fourth Claimants would not have been identified as having responsibility or control over the actions of 'ABC Estates' and, therefore, the imputation would not have reflected upon their reputations. None of the Claimants were named in the Tweet. The Defendant repeats paragraphs 1.2 to 1.4.12 above and avers that 'ABC Estates' is not a family-run business and would not be perceived as such. Only the First Claimant is widely publicised as being responsible for the management of the company. The Defendant repeats subparagraphs 12.4.1 to 12.12 above. Therefore, the sting of the Tweet would only have affected his reputation.

25.4. Even if the Court finds that the Tweet did refer to the Claimants or any of them because readers of the Tweet would also have read any of the matters pleaded at subparagraphs 13.1 to 13.10, all of which predate the Tweet, it is not pleaded how the words complained of caused harm, let alone serious harm, to Claimants' reputations as a result of reading the Tweet rather than the earlier publications.

25.5. It is more inherently probable that the publications that detailed the findings made against the First Claimant and 'ABC Estates' and their subsequent expulsion from trade organisations would have caused readers to form their views independently of the Tweet. The Defendant repeats paragraph 7.3 above.

25.6. This is particularly so because the words complained of would have been understood by anyone who read it to be the Defendant's opinion on 'ABC Estates' and the court decision summarised in the Quoted Tweet. Whereas the earlier tweets that the Claimants rely upon were findings of fact about the conduct of the First Claimant and ABC companies.

26. As to subparagraphs 25.1 to 25.10:

26.1. The case on substantial publication asserted in subparagraph 25.1 is not admitted. The Defendant repeats paragraphs 15 to 24.2 above.

26.2. Save that it is admitted that the Tweet continues to be available on his Twitter feed, subparagraph 25.2 is denied. The Claimants cannot point to anyone looking for or reading the words complained of which would require someone to search for the tweet.

26.3. As for paragraph 25.3, it is denied. The pleading is deficient in explaining how the allegations would be understood to be serious about each Claimant.

26.4. As for paragraph 25.4, this plea is not relevant to a case on serious harm but it remains the position that Deputy Master Yoxall referred in his public judgment to the fact that Mr Doshi and Mr Govan were putting forward evidence of truth.

26.5. As general propositions, sub-paragraphs 25.5 and 25.6 are admitted but the words complained of do not bear this meaning.

26.6. As for subparagraph 25.7, the Defendant did not do so but in any event this plea does not support the cases of the Claimants on serious harm.

26.7. As for subparagraph 25.8:

26.7.1. Notwithstanding its generality, the Defendant is prepared to admit the first sentence for the purposes of this case.

26.7.2. As for the second sentence, it is noted that it refers to '*defamatory imputations*.' There is now only one tweet complained of and it was published on 7 May 2022, many months after the articles relied upon by the Claimants for their case on reference.

26.7.3. On 26 September 2023, the Defendant served a series of requests under CPR Part 18 directed at this subparagraph. The Claimants' solicitor,

Mark Lewis, asserted that the words complained of, i.e. one tweet on 7 May 2022, had caused the Claimants to be subject of gossip. However, he refused to identify how the 7 May 2022 tweet had made it difficult for the Claimants to participate fully in the life of the community. When asked to explain how it had done so, he asserted that the question was outside the scope of a Part 18 request. Mr Lewis also refused to identify how the tweet had caused the claimants to become subject to gossip, stating that the request was '*outside the scope of a Part 18 request*'.

26.8. As for sub-paragraph 25.9, this paragraph was also the subject of a Part 18 request. The Claimants were forced to admit, having authorised their solicitor to sign the statement of truth on the Particulars of Claim, the Amended Particulars of Claim and the Re-Amended Particulars of Claim that they had no basis for including this plea in this statement of case. The Claimants have latterly removed the pleading from the latest iteration of the Particulars of Claim.

26.9. Save that it is denied that it is the Defendant's tweets on 'ABC Estates' and the Claimants that has caused him to build up a reputation as a credible poster on issues of leasehold reform, subparagraph 25.10 is admitted. The Defendant's reputation is the consequence of his having published on leasehold reform generally, not 'ABC Estates' or the Claimants specifically.

F. Defence of Public Interest under s4, Defamation Act 2013

Public Interest

27. The Defendant's tweet was, or formed part of, a statement on a matter of public interest: that, as at May 2022, the First Claimant, a highly controversial managing agent who had been expelled from relevant professional bodies, highly criticised in the FTT because of his conduct and in Parliament by a very senior Member of Parliament, together with members of his family and two companies had sued two individuals for libel and forced them to back down at an early stage of proceedings,

taking advantage of the methods they had used and their naivety to achieve a false 'victory'.

28. The publication took place during the Government's Consultation on Strategic Lawsuits Against Public Participation (SLAPPs) which had been published on 17 March 2022, less than two months before the words complained of were published. The Government was calling for evidence to support its concerns about the use of libel litigation by well-resourced claimants against weaker and poorer defendants. Consequently, how a libel action was being litigated and whether or not it might be a SLAPP, was of particular and special public interest at the time.

29. The publication also took place during an important stage of the Government's attempts to legislate for leasehold reform, an issue of the utmost public interest. The Leasehold Reform (Ground Rent) Act 2022, which was the Government's first substantive leasehold reform measure, came into force on 30 June 2022.

Subjective belief

30. The Defendant reasonably believed that the particular statement was in the public interest.

Basis for objective belief

31. In summary, and as expanded upon below, at the same time that the Claimants, in particular the First Claimant, and associated companies, were being heavily criticised in the FTT and elsewhere and were not appealing those decisions, they were pursuing certain individuals through *Norwich Pharmacal* applications and in libel cases, assisted by Mr Lewis, in what appeared to be a careful reputation management strategy designed to take attention away from the decisions of the FTT, professional bodies and the views of a senior MP. This approach of seeking to pick off those who were weak in order to draw attention away from adverse findings was a matter of concern to the Defendant and something he believed should be highlighted. That is why he published the tweet he did.

32. In or around September 2018, the Defendant became a leaseholder in a block of flats at 46 Falcon Road, London SW11 2LR ("**46 Falcon Road**").

33. In or around November 2018, he first became aware of the First Claimant through block meetings at 46 Falcon Road and learned that the First Claimant was the sole director of Boccel Management Limited, which managed 46 Falcon Road, and had appointed one of the companies the Claimants say is part of 'ABC Estates', ABC Block Management Ltd, as the managing agent for the property. Over the next two years, the Defendant discovered that there was a great deal of unhappiness amongst residents about how 46 Falcon Road was being managed. Many of these criticisms were later upheld by the FTT in a judgment handed down on 23 November 2021. So far as the Defendant is aware, that judgment had not been appealed or challenged as at the date of publication of the words complained of.

34. On 16 March 2020, the FTT handed down judgment in a claim brought by the Leaseholders of Flats A-E, 8 Burch Road, Northfleet DA11 9NG against Floorweald Ltd relating to service charges. The FTT criticised 'ABC BM Ltd', believed to be ABC Block Management Limited, which is connected to the First and Third Claimants and was stated to be part of 'ABC Estates' in the Particulars of Claim in the claims brought against Mr Doshi and Mr Govan (the fourth sentence of paragraph 1.3 above is repeated). The criticism was for claiming expenses for supervising works in relation to a roof repair which it found had not been done. The Defendant read this judgment and considered that this conduct by ABC Block Management was similar to the conduct he had experienced at 46 Falcon Road and was dishonest and unethical. So far as the Defendant was aware, the FTT's decision had not been appealed or challenged as at the date of publication of the words complained of.

35. The Defendant also learned of other adverse decisions made against ABC companies and the First Claimant. He read, on or about 12 August 2021, the FTT's decision in (1) *Rebecca Maharaj* (2) *Irene Lo Porto v Richard Davidoff* in relation to 112 Blackheath Road, London SE10 8DA ("**112 Blackheath Road**"). The FTT made a number of very serious criticisms of the First Claimant, who had been appointed as the manager of the property by the FTT. He was found to have

breached his fiduciary duties, employed his own company and sought fees outside of what he was allowed to claim under the Management Order made by the FTT and had done so for his benefit and the benefit of his family and company. So far as the Defendant was aware, the FTT's decision had not been appealed or challenged as at the date of publication of the words complained of. The Defendant considered that the conduct identified was unethical and dishonest.

36. The Defendant contacted ARMA concerning the FTT's decision.

37. He also read publications and comments online from other individuals concerned with matters of leaseholder rights and, in particular, the FTT decision on 112 Blackheath Road and the behaviour as described of the First Claimant. He also tweeted, informing readers, on 27 August 2021, that the First Claimant managed his block, thus making it clear to readers that he had a personal interest in the case.

38. In this period, the Defendant received:

38.1. A witness statement of Thomas Govan served for the 8 Burch Road claim dated 21 September 2019. It was backed with a statement of truth, in which Mr Govan, a former employee of 'Aldermartin Baines & Cuthbert' (presumed to be ABC Hendon Limited), spoke out about his experiences working at the company where he was between April 2018 and March 2019. The Defendant read at this time that Mr Govan said that:

38.1.1. He witnessed many examples of corrupt and illegal behaviour by certain members of staff, the chief culprits being the First Claimant and Mark Reed, Head of Block Management;

38.1.2. He explained that there was a shell company called Hammer & Chisel Ltd under which fake tenders were regularly created for major works and that Hammer & Chisel Ltd always won the contract. He stated that the First Claimant owned Hammer & Chisel Ltd and the process of bidding for contracts was rigged by the First Claimant and Mr Reed;

38.1.3. He explained matters relevant to the issue of emergency roof repairs for Burch Road;

38.1.4. He explained how it was everyday practice for ABC to take a financial kickback from the contractors they used.

38.2. A witness statement of Sharon Paul dated 12 September 2019 in the 8 Burch Road case. Ms Paul was also former employee of ABC and described, in a statement signed with a statement of truth, and submitted in that litigation, of dishonest and fraudulent practices of the First Claimant and directions by the First Claimant to falsify invoices.

39. Given his personal experiences and what he had read in FTT judgments, when he read these statements, he considered these individuals were likely to be telling the truth about what they had observed was going on at 'ABC Estates'. He considered it important that they had been prepared to provide evidence to the FTT and were prepared to be questioned on their evidence.

40. Having learnt on or about 5 November 2021 that ABC Block Management Limited had been expelled by ARMA and other bodies, the Defendant tweeted about this decision throughout November 2021. National newspapers, trade publications and others also reported on the decision as part of a debate into leasehold reform. Sir Peter Bottomley MP tabled an early day motion on 19 November 2021 specifically referring to the First Claimant. The Defendant also made a complaint to the police on 15 November 2021, drawing attention to Ms Paul's witness statement and asking the police to investigate. The Defendant also read a statement made by 'ABC Estates' to the press blaming the decision to expel the First Claimant and some of the companies on '*a concerted effort by competitors and disgruntled former employees to cause damage to ABC*' who he took to include Mr Doshi and Mr Govan.

41. The Defendant and others continued to tweet and comment on the FTT and ARMA decisions. He made a complaint to the Institute of Residential Property

Management (“**IRPM**”) on 26 November 2021 against Mark Reed of ABC Block Management.

42. In 2022, the Defendant read:

42.1. Articles in *The Guardian* and *The Observer* in January 2022 about a landlord facing a £150,000 bill after tenants turned their homes into a drug or cannabis farm. ‘ABC Estates’ was named in the articles and were heavily criticised and accused of negligently failing to safeguard the landlady’s properties. *The Observer* also stated that it had seen documents that raised questions about ABC Estate’s procedures and that the employment reference that it obtained for one tenant stated that she worked for a company that had the same director as ‘ABC Estates’. There is no statement on the online articles that they have ever been the subject of any legal complaint by any of the Claimants or any of the companies said to make up ABC Estates. They remain online.

42.2. An article in Leasehold Knowledge discussing how the FTT could tighten up its appointment of managers after the findings made against the First Claimant. So far as the Defendant is aware, the Claimants have never complained to Leasehold Knowledge about this article or any of its coverage.

43. Sir Peter Bottomley MP spoke in Parliament on 24 January 2022 telling the House of Commons during a debate into New Clause 1 – Ground Rent for existing long leases Leasehold Reform (Ground Rent) Bill (Lords) that:

‘We know about some of the abuses, because people who are working in firms that I would respectfully declare as dodgy provided information anonymously. Will the hon. Gentleman join me in saying to Richard Davidoff, who might take defamation action against people who have blown the whistle on practices that we would condemn, that the courts should not be used to stop people blowing the whistle on practices that are questionable, if not completely wrong?’

44. Sir Peter Bottomley MP also submitted a written question in Parliament on 3 March 2022 mentioning the First Claimant and asking the Secretary of State for Justice

to review the First Claimant's conduct in his role as a court-appointed managing agent.

45. Sir Peter further tabled an Early Day Motion on 31 March 2022, calling for the First Claimant to be invited to give evidence to a Select Committee.
46. All the Claimants must have read the judgments of the FTT and, so far as the Defendant was aware, were not seeking to address the criticisms in them levelled by appealing the relevant judgments or challenging what was reported about them in mainstream publications.
47. Also, the Defendant did not see any indication that any of the Second to Fourth Claimants were distancing themselves from the First Claimant or anything to suggest that the companies were taking any disciplinary action against First Claimant, particularly when he and ABC Block Management were expelled from professional bodies.
48. On the contrary, he read their statement to the press blaming '*a concerted effort by competitors and disgruntled former employees*' and could see that the Claimants were working together seeking to find who had posted reviews about them on Google.
49. As the Defendant saw it, the Claimants were directing their efforts at closing down discussion and seeking to stop people commenting in reviews, something which has a chilling effect and is designed to send a message to others not to do the same.
50. The claims brought against Mr Govan and Mr Doshi were settled in May 2022 and the settlement was reported in the trade press as a win for the Claimants with Mr Govan and Mr Doshi having to pay a very large sum in costs and damages. This appeared to be, or at least was understood by the Defendant to be, the first 'success' that the Claimants had had with their reputation management strategy following the criticisms made about the First Claimant and the companies said to be part of 'ABC Estates' in the FTT and in Parliament.

51. Having followed these matters for over two years, the Defendant considered he would comment upon the news reports.

52. When he read in an article on leaseholdknowledge.com that these individuals would have to settle their claims following the hearing before the Master:

52.1. He believed that they were whistleblowers and more likely to be so than merely '*disgruntled former employees*': see paragraphs 38.1 to 39 above;

52.2. He believed that 'ABC Estates' was a deeply unethical and dishonest firm: see paragraphs 33 to 38.2 above;

52.3. He believed that in posting reviews under false names and by mixing true and false allegations, Mr Govan and Mr Doshi had been unsophisticated in their methods in bringing to public attention matters Mr Govan had been willing to give evidence to the court in 2019;

52.4. He believed that the Claimants had capitalised on these methods to silence them, knowing or believing that they had not taken action to sue Mr Govan over his witness statement (where Mr Govan had been more critical) or to sue any mainstream publications or seeking to appeal any judgments;

52.5. He thought there was a different approach being taken by the Claimants towards some who had criticised them than others because others who had spoken out such as himself and Sir Peter Bottomley had not been targeted (at that time).

53. He therefore reasonably believed it was in the public interest to publish the words complained of. He did not believe it was necessary to contact the Claimants because his tweet was focused on the firm and in any event their point of view was recorded in the fact that they had 'won' their libel action.

54. The Defendant has not removed the words complained of because he believes that they are unlikely to be read and, in any event, if they are, they remain a matter of public interest. Since publication, further information has come to the Defendant's attention that has strengthened his belief that it is in the public interest to continue to publish them. This information includes:

54.1. The FTT decision in ***Fortunato and Cadenza Properties v Singh and Kaur*** (LON/00BK/LSC/2019/0482) dated 14 August 2022 where 'ABC Estates' and Mr Reed were strongly criticised and the evidence of their witnesses considered unreliable. Mr Reed admitted to lying;

54.2. The FTT decision in ***Crescent Trustees Limited v Gholam Behjat*** (LON/00BJ/LSC/2021/0168) dated 23 December 2022 which strongly criticised the First Claimant including calling him neither helpful nor straightforward as a witness;

54.3. The FTT decision on costs in ***Crescent Trustees Limited v Gholam Behjat*** (LON/00BJ/LSC/2021/0168) dated 29 March 2023 which strongly criticised the First Claimant again including for putting in 'wholly incredible' and unreasonable' claims for costs. The entirety of his claim for costs was refused;

54.4. The FTT decision in ***Brown and Brown v Woodland Investments Limited and Edgwarebury Court RTM Company Limited*** (LON/00AC/LSC/2022/0062) dated 5 April 2023 where the First Claimant was continuing to claim untruthfully that Hammer & Chisel Ltd was a genuine company to which he said they occasionally gave work;

54.5. The decision of Nicklin J in ***Davidoff v Google LLC*** [2023] 1958 (KB) dated 28 July 2023 with the hearing taking place on 25 May 2023, after these four decisions in the FTT, where the Claimants and two of their associated companies were continuing to seek the identities of individuals and where they were strongly criticised for their conduct in putting false evidence before the court through Mr Lewis. This, together with what was being said in the FTT, which did not appear to have been revealed to Nicklin J, supported his

reasonable belief that it continued to be in the public interest to publish the words complained of.

55. These FTT and High Court decisions demonstrated to the Defendant that the Claimants and their associated companies were continuing to behave badly as managing agents and in the course of their business and to be criticised in public judgments in the FTT whilst aggressively pursuing individuals over reviews. Therefore, the reputation management strategy they had devised was continuing.

G. Honest Opinion and Truth under ss. 2 and 3 of the Defamation Act 2013

56. If and insofar as the words complained of meant and were understood to mean:

(a) That the Claimants operate a deeply unethical and dishonest firm, known as 'ABC Estates';

(b) When individuals spoke out about 'ABC Estates', the Claimants capitalised on the unsophisticated methods used to achieve an undeserved victory in a libel case

then the Defendant will defend them as honest opinion, alternatively, as true in substance and in fact.

57. The Defendant's primary case is that the words he published are a statement of opinion, that the rest of the tweet indicated the basis of the opinion and an honest person could have held the opinion on the basis of the facts pleaded below.

58. Alternatively, he will defend the words complained of as true in substance and in fact in the meaning set out above. If necessary, the Defendant will rely upon s2(3) of the Defamation Act 2013.

59. In the further alternative, he will defend the words complained of as true in substance and in fact in the meaning complained about by the Claimants. If necessary, the Defendant will rely upon s2(3) of the Defamation Act 2013.

**Particulars of Truth and facts relied upon in support of
an honest opinion defence**

60. The Claimants and each of them are responsible for the actions of the companies within the group they call 'ABC Estates' (see paragraph 1.2 above). They plead as much, in paragraph 1 of the Re-Re-Amended Particulars of Claim, that they are all members of the same family and are engaged in business '*through a group of companies collectively known as ABC Estates, a family run business.*'

61. At no time have any of the Claimants drawn a distinction between the various companies or their roles within them. Nor have they distanced themselves from criticisms of their companies or each other. At no time have the Second to Fourth Claimants distanced themselves from criticisms variously levelled at the First Claimant.

The structure of the companies

62. Subparagraphs 1.2 to 1.4.13 above are repeated.

62.1. It is unethical to set up a corporate structure that is highly confusing for those dealing with the Claimants. This is particularly so in circumstances where it is not possible for anyone to identify which companies the Claimants operate and what each company does at all or without considerable effort and research.

62.2. It is also unethical to change one's name to disguise one's identity for the sole purpose of a property transaction and then to continue to conduct business under that name.

62.3. It is also unethical, absent a clear and understandable explanation to the contrary, to use different variations of one's name when registering on Companies House and without making clear that the individual operating under different names is the same person. The purpose of the Companies House website is to provide transparency in respect of who holds directorships of limited liability companies.

62.4. Further, as particularised below, it is unethical and dishonest to state that companies are arm's length concerns or independent when that is not true and it is known not to be true.

Hammer & Chisel Ltd

63. The Claimants and those employed by them have made the following statements about Hammer & Chisel Ltd:

63.1. On or before April 2019, the First Claimant told the FTT in *Goldenberg v The leaseholders in a matter concerned 41-50 Lawns Court*, when asked to account for why quotes provided for proposed works were light on detail, that Mr Reed had met all the contractors for the proposed works on site where details were discussed. These contractors included Hammer & Chisel Ltd. Therefore, the First Claimant was stating that Mr Reed met individuals who worked for Hammer & Chisel Ltd.

63.2. In response to an email in February 2020 from Becky Maharaj, one of the applicants in the 112 Blackheath Road FTT case, Mr Reed stated that he was not aware whether any staff members at ABC Estates had any connection to Hammer & Chisel Ltd which had been 'asked' to tender for works.

63.3. In the course of giving evidence during a FTT hearing concerned with 405 Harrow Road known as *Fortunato and Cadenza Properties v Pal Singh and Kaur*, Mr Reed stated that, whilst he accepted that Hammer & Chisel Ltd's registered office was the address of the accountants used by 'Aldermartin

Baines & Cuthbert (shortened in the judgment to 'ABC'), he only said that this 'might be' the address of 'ABC's' registered office as well. He went on to explain that the directors of Hammer & Chisel Ltd had asked whether 'ABC' knew a good accountant and that 'ABC' had referred Hammer & Chisel Ltd to their accountants, Platts.

63.4. In a document dated 9 July 2021 and signed on 6 August 2021, entitled, '*Respondents Statement of Case/ Witness Statement and Legal Submissions*' the First Claimant responded to Mr Rodriguez, an applicant in litigation concerning 46 Falcon Road who raised concerns that Hammer & Chisel Ltd had personal associations with the Claimants which had not been disclosed, the First Claimant stated that, '*Hammer & Chisel Limited is an arm's length company. The only connection is they rented premises that is owned by our Managing Director. The registered address is that of our mutual accountant who introduced us.*'

63.5. On 17 February 2023, in court documents served in a claim brought by tenants concerning Edgwarebury Court, the First Claimant stated, in the third person since he was responding on behalf of one of his companies, Woodland Investments Ltd, of which he was the sole director, that, '*Hammer & Chisel is not an associated company. When they first started they rented a small office at one of the investment properties owned by one of Mr Davidoff's investment companies. Mr Davidoff is neither a shareholder nor director of Hammer & Chisel. We occasionally given them work much like we do many other unrelated companies.*'

64. In answering as they did above, the First Claimant and Mr Reed have lied and therefore acted dishonestly and unethically. Hammer & Chisel Ltd is not a genuine independent contractor at arm's length from them or 'ABC Estates'. The Defendant pleads as follows:

64.1. Hammer & Chisel Ltd was not introduced to the First Claimant and did not operate as an independent concern at arms length from the First Claimant. Its first director, Russell Walters, a retail manager, was the husband or long-term

partner of Jan Reid who works for 'ABC Estates'. Mr Walters resigned as a director on 28 May 2015. The two further directors, at various times, were QA Nominees, a paper company, and Mirlene Helen Loraine Taljaard. 'Ms Taljaard' is a paper identity or nominee director. She is recorded on Companies House, in various different spellings, as having held over 65 directorships, many of which have a correspondence address in South Africa and are in respect of companies carrying out a very wide range of different businesses. The name also came up in the Panama Papers, where she featured on the Monsack Fonsecka database linked to four companies in the Seychelles. Consequently, someone else ran it, and the 'directors' could not have asked Mr Reed for the name of a good accountant.

64.2. The address given as the principal place of business for Hammer & Chisel Ltd in the Accounts for year ended 31 March 2017 was 57 Green Lane, Hendon, NW4 2AG. This is a property owned by Woodland Investments Limited, whose sole director is the First Claimant. This was also the address given for Hammer & Chisel Ltd's VAT registration. The correspondence address given for the First Claimant was 59 Green Lane, Hendon, NW4 2AG, which was the house next door. The freehold title register showed that 59 Green Lane was owned by the First Claimant. The fact that 57 Green Lane was given as Hammer & Chisel Ltd's principal place of business would indicate that it was run by the First Claimant. By the time that the 2018 Accounts were produced, this information had been removed.

64.3. Hammer & Chisel Ltd has no online presence meaning no member of the public or any other landlord or managing agent can find them to seek to use them. The only firms that do purport to use them are related to the First Claimant and/or 'ABC Estates'.

64.4. Mr Reed could not have met someone from Hammer & Chisel Ltd on site because it has not had any employees, let alone any who have any expertise or qualifications as builders or contractors. As pleaded above, Mr Walters is a retail manager.

65. In fact, Hamer & Chisel Ltd is a shell company operated by First Claimant and Mr Reed, to fraudulently and dishonestly obtain secret profits at the expense of others, particularly leaseholders and tenants, for the benefit of the Claimants, their businesses and Mr Reed. This is a means by which they steal from leaseholders and tenants. In support of this case, the Defendant pleads as follows:

65.1. In November 2015, Mr Reed was dealing with a tender for Mitchell Brook in Neasden. He explained in an email to the First Claimant that they had nearly £60,000 in the property's service charge account to allow works to be done. He said that he had spoken to Tony from a company called ELD who proposed doing works on the property for £21,000 (excluding VAT) after Mr Reed had negotiated the price down.

65.2. Mr Reed then set out in his email three or four possible alternative 'quotes' for the First Claimant to put forward to leaseholders, all of which were higher than ELD's and none of which were ELD's. One was from Hammer & Chisel Ltd for £38,750 excluding VAT. The others were from BDM, Sinclair Builders and Kaloci Ltd. He proposed recommending that Hammer & Chisel Ltd was the name of the company which would be used, it being understood that ELD would do the actual work. He further proposed that the quote should not be raised to an unrealistically high amount or, as he put it, they should not '*over egg it*'. He explained that by telling tenants that Hammer & Chisel Ltd would be used costing £38,750 but in fact using ELD at £21,000 would produce a net profit for Hammer & Chisel Ltd of £17,750. This would therefore cost tenants an extra £17,750 they would not have had to pay had they been honest that ELD was charging £21,000. At no time did the First Claimant disagree with Mr Reed's plan.

65.3. In February 2016, Mr Reed provided, in further emails, additional information to the First Claimant and Jan Reid of 'ABC Estates' (whose husband or long term partner was the first director of Hammer & Chisel Ltd) about the actual profits generated for Hammer & Chisel Ltd (and therefore for them) from the works at Mitchell Brook discussed in November 2015. Mr Reed informed the First Claimant that their profit was in fact £20,000 rather than £17,750 and out

of which he had paid himself commission. The First Claimant reacted, in an email of the same date, to Mr Reed and Ms Reid demanding that Mr Reed refunded the total commission he had already received for the job, until the job had been completed. He said that Mr Reed could then claim his commission in the '*usual manner*'. This indicated that the First Claimant understood entirely what was being done by Mr Reed and his response to him was not disapproval at them both obtaining secret profits, only about the timing. Mr Reed later complained to his wife that the First Claimant was '*getting aggressive about this issue.*'

65.4. At the same time, Mr Reed was considering quotes for works in respect of Mitchell Brook Gardens in NW10, near to Mitchell Brook. On 12 February 2016, Mr Reed set out in an email some 'quotes' for the First Claimant to consider from Sinclairs Builders Ltd, Hammer & Chisel Ltd, ELD and Kalocci & Co Ltd. In his email,

65.4.1. He told the First Claimant that Hammer & Chisel Ltd '*should not win each tender it would not be normal*'. He therefore explained that he '*may have to let Kaloci and Sinclairs win some and try and build in 20% from them to us.*'

65.4.2. In respect of 'chemical cleaning of 2 x blocks elevations', he said to the First Claimant, '*let Colin do this one and we get 20%) (to be recharged back to the 2x lessees who caused the damage).*'

65.4.3. In relation to '*Fire alarm systems x 9 Sargom Fire Quoting*' he explained '*(15% to ABC added.)*'

65.4.4. In relation to 'Emergency Lighting' he explained, '*Mick quoting. (15% to ABC added).*'

65.4.5. He explained that he would get the supporting paperwork done over the weekend and immediately after sending this email he emailed to his

personal email address, five files including templates for Hammer & Chisel Ltd and Sinclairs, and an invoice for ELD.

65.4.6. This email demonstrated that the First Claimant and Mr Reed were and knew they were acting in their own interests and not those of leaseholders by inflating prices on works to be done in order to obtain secret profits for themselves and 'ABC Estates'.

65.5. Following a '*very interesting*' meeting held at the offices of one of the ABC Estates companies on 15 February 2016 attended by the First Claimant and Mr Reed, Mr Reed sent the First Claimant an email recording what had been discussed. One of the topics was the idea of using Hammer & Chisel Ltd and other similar vehicles as main contractors on works that the companies known as 'ABC Estates' proposed to landlords and having sub-contractors in the middle of the structure, which, he noted, '*we do anyway*'. A further matter discussed between the First Claimant and Mr Reed was Mr Reed becoming a director of Hammer & Chisel Ltd. Clearly this could not have been considered if the First Claimant had no control over the company. The discussion also involved Mr Reed seeking to negotiate 25% commission (up from 16%) on deals and receiving shareholdings in Hammer & Chisel Ltd.

65.6. On 15 December 2016, ABC The Broadway Residents Management Company Limited, one of the Claimants' group of companies, served a Notice of Estimates in respect of proposed major works with a recommendation that the lowest estimate of £6,300 including VAT provided by Hammer & Chisel Ltd be accepted. Since, for the reasons pleaded above, Hammer & Chisel Ltd was not a genuine company which could or did come up with its own estimates rather than the estimates being manufactured by Mr Reed or the First Claimant or from within 'ABC Estates', this, it is to be inferred, was a dishonest Notice of Estimates.

65.7. On 8 July 2019, 'ABC Estates' served stage 2 section 20 Notices to inform leaseholders that they needed to carry out works in relation to a property at 502 Harrow Road. They stated that they had obtained three 'quotations':

65.7.1. A quotation from Sinclair Builders Ltd in the sum of £37,430 plus VAT on 18 March 2019;

65.7.2. A quotation from Hammer & Chisel Ltd in the sum of £35,450 plus VAT dated 5 April 2019;

65.7.3. A quotation from Valens in the sum of £39,850 VAT dated 20 April 2019.

65.8. Since, for the reasons pleaded above, Hammer & Chisel Ltd was not a genuine company which could or did come up with its own estimates rather than estimates being manufactured by Mr Reed or the First Claimant or from within 'ABC Estates', this, it is to be inferred, was a dishonest quotation.

65.9. Mr Reed appointed Hammer & Chisel Ltd on 18 November 2019 in respect of 502 Harrow Road. He did so by email without having inspected the site, something he did not do until 4 December 2019.

65.10. This site visit was after an invoice had been raised by Hammer & Chisel Ltd on 19 November 2019 for the full amount of the contract. Hammer & Chisel Ltd was paid in full the following day, before any works had commenced.

65.11. The email purporting to go to Hammer & Chisel Ltd from Mr Reed to instruct them to carry out the work and placed before the FTT was addressed to 'Simon'. This is likely to have referred to Simon Sinclair of Sinclair Builders, a genuine firm.

65.12. Later a more detailed or 'revised' breakdown was purportedly provided by Hammer & Chisel Ltd which was dated 5 April 2019. When Mr Reed was questioned about this in the FTT, he was unable to explain why the revised breakdown came to exactly the same figure as the original quote. It is to be inferred that he produced a backdated breakdown to seek to justify the price charged and dishonestly presented Hammer & Chisel Ltd as a genuine contractor.

65.13. The FTT held that the reasonable sum for the works was £25,000 and Hammer & Chisel Ltd's quotation fell outside the reasonable range of charges.

65.14. It is to be inferred that this was a further example where 'ABC Estates' used Hammer & Chisel Ltd, a shell company, as the named contractor whilst a different firm carried out the works, and leaseholders were charged more than the work, in order to generate, through the use of Hammer & Chisel Ltd, a secret profit for 'ABC Estates' and the Claimants and other related individuals, such as Mr Reed.

65.15. On a date before 1 February 2020, 36 West Heath Management Services Limited, which is listed as having Secretary is listed on Companies House as having ABC Block Management Limited as its Secretary between 23 September 2019 and 18 May 2021, served estimates from four builders for works to be done on a property at 36 West Heath Road. It said that it had obtained the following 'quotations': (i) from Hammer & Chisel Ltd for £132,000 including VAT; (ii) from OE Consultancy Ltd for £141,890; (iii) from BMS Ltd for £147,864; and (iv) from CJAP Ltd for £154,200.

65.16. On 1 February 2020, ABC served a stage 3 Notice about Estimates on the lessees. It said it was minded to accept the estimate from Hammer & Chisel Ltd. There would also be a 5% fee for the managing agent, ABC. It could not, 'accept' an offer from Hammer & Chisel Ltd because it was a shell company operated by ABC, as it knew.

65.17. Since the works were to be split into two phases, the 'builders' were asked to submit revised estimates. Estimates were provided by three 'builders': (i) from CJAP Ltd for £98,280; (ii) from Hammer & Chisel Ltd for £106,500; and (iii) from Valens Ltd for £110,952.

65.18. On 21 May 2020, one of the companies operating as 'ABC Estates' served the second Stage 3 Notice about Estimates on the lessees and said it was minded, now, to accept the estimate from CJAP Ltd. CJAP Ltd was a company

incorporated in July 2018 and dissolved on 7 December 2021. It was run by Qestor Kaloci, who was also the sole director and sole shareholder of Kaloci Limited. It is to be inferred that the decision was taken to use CJAP Ltd because, as Mr Reed explained to the First Claimant in his email dated 12 February 2016, *'[Hammer & Chisel] should not win each tender it would not be normal. I may have to let Kaloci or Sinclairs win some and try and build in 20% from them for us'*.

65.19. On dates between 29 May 2018 and 3 January 2019, the First Claimant and Jan Reid of 'ABC Estates' ordered Sharon Paul, a former employee of ABC, to produce fake invoices in the name of Hammer & Chisel Ltd. This is something Mr Reed himself was doing in February 2016 when he forwarded templates to his private email account: see subparagraph 64.4.5 above.

66. Mr Reed was working for ABC for several years after he sent the above emails to the First Claimant in 2015 and 2016, to some of which the First Claimant responded, and therefore cannot be said to have been acting on a frolic of his own.

67. In the circumstances:

67.1. For the First Claimant to state that he only had an arms length relationship with Hammer & Chisel Ltd or that it was an independent company was dishonest. The First Claimant controlled Hammer & Chisel Ltd and had done so for many years. Likewise, the statements made by Mr Reed of 'ABC Estates' were also lies.

67.2. Despite being put forward as such, Hammer and Chisel Ltd was not a genuine building company. It employed no builders.

67.3. To use Hammer & Chisel Ltd to purport to bid for tenders for major works without revealing the First Claimant's and ABC's association with it and the fact that it was not a genuine building company was unethical. As was using it and other companies to increase the price of works at the expense of leaseholders in order to take a secret profit. It was also fraudulent conduct.

Landlord Repairs & Maintenance Services Ltd

68. In the Scott Schedule produced in the 46 Falcon Road litigation, it was stated, *'In respect of Landlord Repairs and Maintenance Services Ltd: 'The company is an arm's length company with no financial ties to ABC.'*

69. The Claimants have lied about their knowledge of, and their connection to, Landlord Repairs & Maintenance Services Ltd:

69.1. On incorporation on 2 May 2019, Landlord Repairs & Maintenance Services Ltd, was registered at the same address as ABC Block Management Limited, Hammer & Chisel Ltd, Woodland Investments Ltd and Hendon Property Services Ltd, who each have the First Claimant as a director, TD Estates Services Ltd, who has the First Claimant as a former director.

69.2. Like Hammer & Chisel Ltd, the first director was Russell Walters, the husband or longer term partner of Jan Reid, who works for 'ABC Estates', who is a retail manager. He resigned on 6 April 2021 when a Mark Farmer was appointed. On 1 March 2022, Mark Farmer resigned and a Karl Cutler was appointed. Both Mr Farmer and Mr Cutler are consultants in Cyprus who have a number of addresses and hold a number of directorships of a number of companies with no obvious knowledge of landlord repairs and maintenance in London. They are paper directors.

69.3. The accounts for 2 May 2019 to 31 May 2020 were done by ABC's accountants, Platts.

69.4. Landlord Repairs & Maintenance Services Ltd has no online presence allowing any member of the public or any other landlord or managing agent to seek to use it.

69.5. At no time have the First Claimant or Mr Reed identified who works for Landlord Repairs & Maintenance Services Ltd, or provided their names,

expertise or qualifications when leaseholders have raised concerns that it is a shell company operated by the Claimants and their companies for their benefit. This is because they are unable to do so because it is a shell company used, it is to be inferred, for the same purposes as Hammer & Chisel Ltd.

Valens Contractors Ltd

70. Valens Contractors Ltd was incorporated in July 2018. All of its Directors have been individuals who are closely linked with 'ABC Estates':

70.1. Its initial Director was Lisa Velenski, who is Mr Reed's wife. The Defendant repeats paragraph 12.4.2 above.

70.2. Its second Director was Marian Jakoczi, who has also been listed as a Director in the following companies; Aldermartin Ltd (from February 2021 to December 2021), ABC Estates Lettings Limited (from February 2016 until the company was dissolved), ABC Estates Limited (from September 2015 until the company was dissolved), ABC Property (Edgware) Limited (from August 2015 until the company was dissolved), ABC II Limited (from November 2012 until the company was dissolved), and ABC Estates (London) Ltd (from December 2018 to December 2021). He remains listed as the person with significant control over the company.

70.3. Its current Sole Director, who was appointed on 30 December 2021, is Eluwumi Elusade, who is also currently Director of ABC Estates Sales Limited (appointed on 8 September 2022), ABC Estates Surveyors Ltd (appointed on 7 September 2022), ABC Estates Limited (appointed on 7 September 2022), ABC III (Group) Limited (appointed on 7 September 2022), ABC Block Management Limited (appointed on 1 September 2022), ABC II (Services) Limited (appointed on 5 August 2022), Aldermartin Ltd (appointed on 12 December 2021) and ABC Estates (London) Ltd (appointed on 10 December 2021). The Claimants have not pleaded a familial relationship between Mr Elusade and any of the Claimants.

71. The Claimants and those employed by them have sought to disguise the close connection between Valens Contractors Ltd and 'ABC Estates':

71.1. In correspondence with Ms Maharaj, Mark Reed denied that there was any connection between ABC Estates and any of the companies proposed for tender on works at 112 Blackheath Road. Ms Maharaj then asked, '*Can you confirm whether any staff members at ABC Estates have any connection to the company that you have awarded the contract to?*' Mr Reed again replied, '*Not that I am aware of.*' Only under further pressure from Ms Maharaj did Mr Reed admit that he was married to 'a Director' of Valens Contractors Ltd. Lisa Velenski was in fact the company's Sole Director at the time.

71.2. When asked about the relationship between ABC Estates and Valens Contractors Ltd by the FTT during the 112 Blackheath Road property dispute, the First Claimant asserted that there was no risk of a conflict of interest so long as a quote was sought from at least one non-related company, and because Mark Reed was not an employee of ABC Estates but a self-employed contractor. By characterising Mark Reed as a self-employed contractor, the First Claimant artificially distanced the former from 'ABC Estates' in circumstances where he had at all material times been acting as Head of Block Management.

72. Moreover, at no time have the First Claimant or Mr Reed identified who works for Valens Contractors Ltd, or provided their names, expertise or qualifications when leaseholders have raised concerns that it is closely connected to 'ABC Estates'. They have never provided any evidence that it could carry out any work itself.

73. By disguising the close connection between ABC Estates and Valens Contractors Ltd, the Claimants have lied and acted unethically.

Flats A-E, 8 Burch Road, Northfleet DA11 9NG v Floorweald Limited

74. On 4 August 2015, ABC Block Management Limited, one of the companies the Claimants have said is part of 'ABC Estates', took over the management of a property made up of flats at 8 Burch Road, Gravesend, Kent DA11 9NG. A need for an emergency roof repair had been identified in 2014 but it was not done at the time.
75. Marios Louposki Builders raised an invoice for £9,500 dated 20 June 2018 said to have been for roof repairs. Marios Louposki Builders claimed to have taken down approximately 100 sacks of vegetation and rubbish and disposed of it at a regulated waste site; replaced approximately 60 slates with new slates; rehung and refixed approximately 190 slipped roof slates; attached 60 ridge tile straps onto ridge tiles to secure ridge tiles; repaired and realigned 70 linear letters of lead flashings around the edges of the roof; and supplied and fitted 45 new ridge tiles. Yet, they did not claim for or mention the hire of scaffolding, a tower or cherry picker to enable all the bags to be taken down at least three storeys or for tiles and other materials to be taken up to the roof.
76. Most, if not all of the work said to have been done by, and charged for, by Marios Louposki Builders was not in fact undertaken.
77. ABC Block Management was in charge of supervising the roof works by Marios Louposki Builders and charged for the supervision of these works. Yet they did not and could not have supervised the works described because no or very little work was done.
78. When challenged in claims brought by leaseholders, ABC Block Management provided no formal proof of evidence to the FTT setting out how the roof repair works were undertaken and what works were actually seen to be done. It is to be inferred that they provided no formal proof of evidence because they had no proof that works had been done or that they had supervised them despite claiming costs for doing so. This was dishonest and unethical conduct.

(1) Rebecca Maharaj (2) Irene Lo Porto v Richard Davidoff, 112 Blackheath Road, London, SE10 8DA

79. A manager of a property appointed by the Court or FTT takes over the landlord's right to manage the property and is required to comply with a Management Order made by the Court or FTT as well as with professional codes of best practice to manage the building in the interests of all the residents and the landlord. The manager has fiduciary duties to act in the best interests of the residents and the landlord.
80. In January 2019, the First Claimant was appointed by the FTT to manage a property at 112 Blackheath Road via a Management Order which set out the terms of his appointment. The First Claimant was to manage the property and execute a relatively modest package of internal and external repairs and decorations that had been identified and costed by a surveyor, a Mr Dobson. The First Claimant had produced a draft budget for the first year of £26,000 with major works costed at £10,000. The First Claimant did not in fact execute any of the works identified by Mr Dobson. He spent no money improving the physical fabric of the property for the benefit of leaseholders.
81. Instead, he used his position for his own benefit and that of his companies and family members. Six months after having been appointed, in June 2019, the First Claimant sent the leaseholders their first service charge demands, for far greater sums, totalling more than £106,000, with £93,000 for a reserve fund for future works. This was far more substantial than the draft budget produced by the First Claimant and obviously of considerable concern to leaseholders. The sum would also mean that a 10% management fee would be payable to ABC Block Management.
82. He delegated his responsibilities, as the Court appointed manager, to ABC Block Management, one of his family firms and a firm in which he has a controlling interest. There was no justification for this delegation of his responsibilities which was no more than a device to enable the First Claimant to levy charges and seek to deal with service charge funds outside the scope of the Management Order which was in place to protect leaseholders.

83. Through ABC Block Management, he agreed an annual fee for its work of £2,250. This was higher than the management fee permitted by the Management Order appointing him as the court appointed manager which specified a fixed management fee of £1,875 plus VAT, plus 5% and VAT of estimated costs of major works. There was no justification for him charging a higher fee.
84. He allowed ABC Block Management to claim supervision costs of major works at 10% and charged '*abortive fees*' of £2,011.50 and £819, fees not allowed by the Management Order. There was no justification for him doing so.
85. He allowed ABC Block Management to charge a fee of £360 per annum for an '*out of hours helpline*' which was not a service for which a fee was sought in the Management Order. There was no justification for him doing so.
86. Having appointed a new surveyor, he allowed the new surveyor to expand the scope of works originally intended to be carried and for which he was primarily appointed (which were never carried out) and proposed a Schedule of Works outside the scope of what was proposed when the Management Order was made. The charges were more than the tenants could afford and the landlord was also objecting, yet the First Claimant failed to bring the matter before the FTT for directions and when an explanation was sought why he had not done so, he gave no answer to the FTT.
87. When it came to the tendering process for the works designed by the surveyor, which were not works the leaseholders wanted or the reason why he was appointed, a series of companies were said to have tendered for the work. One company which had not originally tendered to carry out of the works identified in the new Schedule of Works but did so later was Valens Contractors Ltd. It tendered late – without explaining how it came to know about the project – and for a lower amount than the other companies, which was still far in excess of the amounts contemplated in the Management Order.
88. Lisa Velenski was the sole director and secretary of Valens Contractors Ltd. She was married to Mark Reed of 'ABC Estates'. Paragraphs 70 to 70.2 are repeated.

89. When the First Claimant levied a charge of £93,000 for a reserve account, leaseholders complained, but paid £28,000 under protest towards the demand. These were funds meant to be held on trust for leaseholders to fund major works in the future. They were to be treated separately and were not to be used by the First Claimant, as he knew given his experience in property management. Yet, the First Claimant transferred £13,000 out of the reserve fund.

90. Some of it he used to pay sums due to the freeholder, which he was not entitled to do under the express terms of the Management Order. There was no justification for him doing so:

90.1. He used £720 to pay to his company, ABC Block Management, apparently for accountants to prepare the final accounts which the FTT had directed must be prepared by a particular date for a Tribunal hearing but was not. This payment was a breach of his fiduciary duty. It was not taken in the best interests of leaseholders and there was no justification for him doing so;

90.2. On 20 January 2021 he transferred sums of £2,011.50 and £819.50 to RD Estates, a company in the ABC Estates group of companies of which the First Claimant was the sole director. When the First Claimant was asked to account for these transfers by the FTT, he was unable to provide an explanation. It is to be inferred that he did not provide an explanation because he did not have an innocent one;

90.3. On 12 January 2021 the First Claimant transferred £600 to ABC Block Management, claiming it to be in respect of a 'handover' fee on the expiry of the Management Order, even though this was not a sum he could claim under the Management Order and no handover occurred. This was a breach of his fiduciary duty. It was not taken in the best interests of leaseholders and there was no justification for him doing so;

90.4. Despite the criticisms levelled at the First Claimant and his company by the FTT and the fact that he had failed to carry out the works required under the

Management Order, he nonetheless sought to recover his costs from the freeholder and sought to blame her for his failings. This was unethical.

46 Falcon Road RTM Company Ltd v Boccel Management Limited

91. In 2018 the building of 46 Falcon Road, a building with twenty-six flats and two commercial units was completed. The intention of the freeholder was that the resident management company (RMC) should pass to the control of lessees but this did not initially happen.
92. At some later point, a company called '*ABC Management*' (believed to be ABC Block Management Ltd), which was said to be '*affiliated*' to the First Claimant, was or became managing agent. The First Claimant was made a nominee director of the RMC and effectively took control of the RMC, thereby being the client for his own company of managing agents.
93. The First Claimant opposed the leaseholders' entitlement to manage the property despite having no real grounds for doing so.
94. He sought to raise technical points about the FTT hearing the leaseholders' initial determination on the right to manage claim on the ground that the FTT had not acknowledged a request for an oral hearing only then to withdraw that objection once an oral hearing had been arranged.
95. He used a series of inappropriate tactics and engaged in unreasonable conduct to try to stop leaseholders becoming members of the right to manage company. The tactics he used included claiming that applications were not received or by not actioning them and by seeking to place conditions on individuals seeking to manage the property by demanding that they drop a service charge application made to the FTT.
96. As at 13 September 2022, the First Claimant had also failed to provide any end of year accounts for 2021 withholding £1200 said to be for accountancy fees but provided no accounts, prepared by any accountant.

97. When the leaseholders applied to the FTT for costs against the respondent, Boccel Management Ltd, of which the First Claimant was the sole director, on the basis of the First Claimant's unreasonable conduct, he did not make any representations in his defence. This, it is to be inferred, is because he had no defence for this improper and unethical actions.

98. The First Claimant also informed leaseholders that he was using Hammer & Chisel Ltd to carry out repairs and asserted in the Respondent's statement of case that it was an arm's length company and that its only connection to 'ABC Estates' was that it rented premises that were owned by the First Claimant. This was untrue as he knew: see subparagraphs 64 to 65.19 above.

99. He further stated, in respect of Hammer & Chisel Ltd, that this was a contractor who had previously undertaken work for him in the past, so that he knew the standard of their work, and that he had in the past tendered various jobs and they had provided competitive quotes. This again was untrue as he knew. Hammer & Chisel Ltd did not do the works and he or Mr Reed made up the quotes in order to obtain a secret profit: see paragraphs 64 to 65.19 above.

Davidoff & Others v Google

100. By Claim Form dated 15 February 2023, the Claimants together with ABC Block Management Ltd and ABC Hendon Ltd, two of their companies within the 'ABC group', issued proceedings against Google LLC seeking *Norwich Pharmacal* relief. They sought the identities of individuals who had posted reviews anonymously on Google. By February 2023, all of the Claimants were experienced litigators who understood the need to tell the truth in court documents, particularly on without notice applications. The First Claimant regularly conducted litigation himself.

101. In support of their claim, they instructed their solicitor, Mark Lewis, to put in evidence on their behalf. In the witness statement dated 15 February 2023, Mr Lewis stated that, on their instructions, that the '*Fake Reviews also constitute malicious falsehoods. They are false, fabricated statements which Unknown*

person(s) know are untrue, but which are calculated to cause pecuniary damage to the Companies and to my individual client.'

102. This evidence was not true:

102.1. Since it was their case that they did not know the identities of the posters, none of the Claimants could authorise their solicitor to say that the posters knew what they had written was untrue. They should not have authorised their solicitor to make that statement. Each of them knew it was untrue or they were recklessly indifferent to whether or not it was true. This is dishonest and unethical conduct.

102.2. The Claimants sued over a review under the name Stuart Conway in which Mr Conway identified that the First Claimant had been expelled from ARMA and the IRPM. This was not '*false and fabricated*' as the Claimants instructed Mr Lewis to state in his statement (backed by a statement of truth). It was substantially true as ABC Block Management Limited, which the Claimant has significant control of and was Director of at the time the company was expelled. Further, the First Claimant had been expelled from the IRPM. Nor could it be said that Mr Conway knew it was untrue, when it was in fact true.

102.3. At the hearing before Mr Justice Nicklin when it was pointed out by the Judge that the review was true, the Claimants' Leading Counsel withdrew reliance upon it. The Claimants had put evidence before the court, through Mr Lewis, which they knew to be untrue. This is dishonest and unethical conduct. Obviously, the Claimants knew that the First Claimant had been expelled from the Institute of Residential Property Management and ABC Block Management Limited had been expelled from ARMA. In further support of the fact that the Claimants knew, Payne Hicks Beach, solicitors for the Defendant in this claim, wrote to Patron Law on 10 August 2022 referring to the decision of the FTT dated 12 August 2021 and noting that the First Claimant had been expelled as a member of the IRPM.

102.4. When the fact that Mr Lewis had put false evidence before the Court was raised with Mr Justice Nicklin by Payne Hicks Beach, and Mr Justice Nicklin sought an explanation from Mr Lewis, Mr Lewis refused to put in a witness statement and wrote a letter instead. In his letter dated 1 September 2023, he carefully avoided saying anything about the malice plea at all. He also carefully avoided saying what his clients, the Claimants, knew. Whilst he said that he had made no deliberate attempt to mislead the Court, he did not say that the Claimants, who had authorised his statement, had made no deliberate attempt to mislead the Court. It is to be inferred that he did not do so, because the Claimants knew that Review 9 by Mr Conway was true and knew he could not be malicious in pointing out the truth.

False positive reviews

103. In or about 2023 the following reviews appeared on Google:

103.1. From Shai Adato. It said, *'Write the following: 'The team at ABC were great, had a great time looking around for my property with them. Exceptional service, recommend highly.'*

103.2. From Noy Adato: *'The team at ABC were great, had a great time looking around for my property with them. Exceptional service, recommend highly.'*

103.3. From Agam Adato: *'The team at ABC were great had a great time looking around for my property with them. Exceptional service. Highly recommend.'*

104. It is to be inferred that they were posted at the request of the Claimants:

104.1. The first one included the words somebody wanted Shai Adato to write. Therefore, there was an instruction from someone else. The most likely people to ask them to do it would be the Claimants, who operate the ABC group and were concerned about reviews of the companies online;

104.2. They are identical;

104.3. They were posted at around the same time;

104.4. Shai and Noy Adato appear to be married. Agam Adato appears, from a Google Search, to be a Year 12 student at Hasmonian School.

Securing false vindication

105. Paragraphs 3.1 to 3.11 and 59 to 103.4 above are repeated.

106. In further support of his case that the Claimants have sought to achieve false vindication, the Defendant relies upon the Claimants' conduct in this litigation:

106.1. It has been asserted by the Claimants' solicitors, in a letter of claim dated 28 July 2022 in this action and where the Claimants are complaining about what they say the Defendant said about the Doshi and Govan libel actions, that the fact that statements in open court were made by Mr Doshi and Mr Govan proves that the underlying allegations must be false because *'for [Messrs Doshi and Govan] to have done so while knowing or believing those allegations to be true would have been perjury..... In the circumstances, we consider it virtually implausible that you would be able to rely upon any defence of substantial truth (s2 Defamation Act) or public interest (s4).... the fact of the statements in open court together with circumstances of original publication of the allegations would strongly weigh against you succeeding under s3(4).'*

106.2. This was a serious misrepresentation of the law, made on behalf of the Claimants, by Mr Lewis, a solicitor, to a litigant in person, as the Defendant was at the time. The Court will be invited to find that it was made by the Claimants, through Mr Lewis in order to put pressure on the Defendant to settle. Mr Lewis would have known that, in making a statement in open court, Mr Doshi and Mr Govan were not witnesses who had been lawfully sworn in proceedings and hence a charge of perjury could not be sustained. Moreover, he would not have known what their states of mind were at the time of making the statement. Further, he would know that the fact that a statement in open

court was made was inadmissible on any defence of truth that may be pleaded by the Defendant. Yet, it is to be inferred, that the use of the word 'perjury' was included by Mr Lewis to attempt to intimidate the Defendant.

106.3. In addition, in the same letter, Mr Lewis sought to turn the pressure up further by informing the Defendant that his firm and counsel were operating under a conditional fee agreement and the Claimants had the benefit of after the event insurance from Temple Legal Protection Limited. He was sending the message to the Defendant, who knew how much in costs had been claimed by the Claimants against Mr Goshi and Mr Dovan, how expensive it would be to defend a claim brought by these Claimants. This was another means to seek to obtain false vindication.

H. Remedies

107. Save that it is denied that the statement complained of is defamatory of each of them, paragraph 26 is not admitted and each of the Claimants is put to proof that the Tweet's publication has damaged each or any of their reputations, or caused them considerable upset, distress and/or embarrassment or any of the aforementioned at all.

108. In the premises, it is denied that the Claimants or any of them is entitled to the relief sought in paragraphs 27 and 28 and/or that it would be necessary and proportionate to grant the relief sought or any relief at all against the Defendant. Without prejudice to the foregoing, the Defendant avers thus:

108.1. Save that it is admitted that the Defendant has openly stated and does not resile from his consistent position that the behaviour of Mr Govan and Mr Doshi was misguided and unfortunate, subparagraph 27.1 is denied. The Claimants have misinterpreted the Tweet's meaning. The Defendant repeats paragraph 6 above.

108.2. As to subparagraph 27.2 the Defendant repeats subparagraph 26 above and the subparagraphs thereunder.

108.3. Subparagraph 27.3 is denied. The Tweet did not bear the meaning pleaded by the Claimants. The Defendant repeats paragraph 6 above.

108.4. As for subparagraph 27.4, only one publication is now complained of. It is admitted that he has not removed or apologised for the words complained of. Paragraphs 53 and 54 above are repeated. The Defendant maintains by his pleas of truth, honest opinion and public interest that he would be entitled, if so minded, to republish the same or similar words about the Claimant. If that defence is upheld at trial, the Claimants would have no basis for seeking to restrain him. If the Defendant is found liable in defamation, he will not republish the words complained of or substantially similar words. Therefore, there is no basis for an injunction.

108.5. As for subparagraph 27.5, subparagraphs 106.1 to 106.3 above are repeated.

109. Further, if the question of damages arises at trial, the Defendant will rely in reduction or extinction of damages on:

109.1. The extent of the Particulars of Truth and Honest Opinion as are found proved;

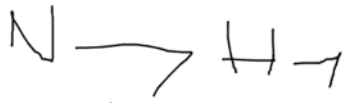
109.2. The general bad reputation of 'ABC Estates' and those associated with it.

**ADAM SPEKER KC
SAMUEL ROWE
5RB**

STATEMENT OF TRUTH

I believe that the facts stated in this Defence are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed

A handwritten signature in black ink, consisting of the letters 'N' and 'H' connected by a horizontal line, with a small flourish at the end.

Full Name: Nicholas Hargrave

Date: 7 December 2023