



Neutral Citation Number: [2020] EWHC 2927 (IPEC)

Case No: IP-2019-000119

**IN THE HIGH COURT OF JUSTICE**  
**BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES**  
**INTELLECTUAL PROPERTY ENTERPRISE COURT**

Royal Courts of Justice, Rolls Building  
Fetter Lane, London, EC4A 1NL

Date: 4/11/20

Before :

**HIS HONOUR JUDGE HACON**

Between :

**CAROLINE NGOZI UKOUMUNNE**

**Claimant**

- and -

**(1) THE UNIVERSITY OF BIRMINGHAM**

**(2) PAUL WARMINGTON**

**(3) IAN GROSVENOR**

**(4) KEVIN MYERS**

**(5) ADAM TICKELL**

**(6) INFORMA UK LIMITED**

**Defendants**

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**The Claimant** acting in person

**Sam Carter** (instructed by **Kennedys Law LLP**) for the **First to Fourth Defendants**

**Approved Judgment**

I direct that pursuant to CPR PD 39A para 6.1 no official shorthand note shall be taken of this Judgment and that copies of this version as handed down may be treated as authentic.

.....  
**HIS HONOUR JUDGE HACON**

## **Judge Hacon :**

### **Introduction**

1. This is a renewed application by the first to fourth defendants to strike out claims against them brought by the claimant (“Ms Ukoumunne”). For reasons that will be explained the application has been dealt with in writing.

### **Background**

2. Ms Ukoumunne is an academic who enrolled as a PhD student at the first defendant (“the University”) in 2007. Her draft thesis was delivered to the University in 2011 with the title “Black Activism in Education: Lessons from the Unheard”. Ms Ukoumunne’s principal supervisor was the third defendant (“Professor Grosvenor”) who, after the draft was submitted, took the view that amendments were required. These have not been done so to date the PhD has not been awarded.
3. In 2011 Ms Ukoumunne became aware of two articles published by the sixth defendant (“Informa”). The first was written by the fourth defendant (“Dr Myers”) and the second by Dr Myers and Professor Grosvenor. In January 2012 Ms Ukoumunne came to know about a third article, this one written by the third defendant (“Dr Warmington”) and later heard that Dr Warmington was to publish a book entitled “Black British Intellectuals and Education: Multiculturalism’s Hidden History”. The third article and Dr Warmington’s book were both published by Informa, the article in 2012 and the book in 2014.
4. In October 2012 Ms Ukoumunne raised a complaint of plagiarism with the University regarding Dr Warmington’s article and book. The University investigated the complaint and rejected it. In July 2013 Ms Ukoumunne contacted the Office of the Independent Adjudicator (“the OIA”), an independent body set up to review student complaints about higher education providers in England and Wales, seeking a finding that the University’s investigation had been inadequate. The OIA’s review of Ms Ukoumunne’s complaint was closed in May 2014, apparently without any criticism of the University.
5. On 15 January 2019 the claim form in the present proceedings was issued in the Queen’s Bench Division. On 24 June 2019 the action was transferred to this Court. The root of Ms Ukoumunne’s allegation is that the authors of the three articles and the book referred to above plagiarised the content of her draft thesis and their works were published by Informa; the University then wrongly failed to take proper action to criticise or impose any sanction on the authors. The pleaded causes of action were breach of confidence, breach of contract, copyright infringement, professional negligence, racial harassment, bullying, sex discrimination and loss of earnings.
6. On 17 July 2019 the first to fifth defendants issued an application to strike out the claims against them. On 20 November 2019 Informa applied for summary judgment in its favour. The applications were heard by Miss Recorder

Amanda Michaels sitting as a Deputy Judge of this Court. A reserved judgment was given on 5 February 2020 ([2020] EWHC 184 (IPEC)). Miss Michaels helpfully set out the background facts in more detail than I have done, see paragraphs [3] to [21].

7. Miss Michaels struck out the claim for breach of contract against the second to fifth defendants and the claims for infringement of copyright, professional negligence, racial harassment, bullying, sex discrimination and loss of earnings against all the defendants. This means that all claims against the fifth defendant have now gone.
8. Remaining are the claim for breach of confidence against the University, Dr Warmington, Professor Grosvenor, Dr Myers and Informa and the claim for breach of contract against the University. Miss Michaels took the view that these had not been adequately pleaded but that Ms Ukoumunne should be given the opportunity to rectify this. She made an unless order in respect of the remaining claims: unless Ms Ukoumunne by 18 March 2020 filed and served a proper particularisation of the claims they would be struck out without further order of the Court. In her order Miss Michaels provided assistance to Ms Ukoumunne by specifying matters which should be included in the particularisation required of the remaining claims.
9. Ms Ukoumunne at all times acted as a litigant in person and still does. Having heard Ms Ukoumunne at the hearing, Miss Michaels described Ms Ukoumunne as “an intelligent and articulate woman” and added that she was sure that Ms Ukoumunne “understands the need for accuracy and clarity in the way she puts her case”. Nonetheless, Miss Michaels stated that she took account of Ms Ukoumunne’s lack of legal training and legal advice and that allowances were made accordingly. I will do the same.
10. No order was made in respect of the remaining breach of confidence claim against Informa. Miss Michaels took the view that it would be unfair to require Informa to take an active part in the proceedings unless and until liability for breach of confidence were established against one or more of the other defendants. Proceedings against Informa were therefore stayed on condition that Informa undertook to be bound by the findings of the Court. Informa took no part in the present renewed application.
11. The application of the first to fourth defendants to strike out what remained of Ms Ukoumunne’s case was adjourned in the event that Ms Ukoumunne provided the further information ordered.
12. On 18 March 2020 Ms Ukoumunne served a document headed “Further Particulars”. There followed correspondence between the parties in which, among other things, the defendants sought copies of documents referred to by Ms Ukoumunne in her further pleading. I understand that the documents have not been provided.
13. The first to fourth defendants (hereafter for convenience “the Defendants”) now renew their application to strike out the remaining claims. It was due to be heard at a CMC on 15 October 2020, directions in the CMC being

contingent on Ms Ukoumunne's successfully resisting the application to strike out. Due to the current pandemic the CMC was to be heard remotely.

14. On 9 October 2020 Ms Ukoumunne sent an email to the court saying that she had been experiencing covid-19 symptoms, that she would have to self-isolate for 14 days and that she was unable to attend the CMC remotely; she would inform the court when she was healthy enough to proceed. On the same day, via my clerk, I asked Ms Ukoumunne to provide a medical certificate. On 13 October 2020 Ms Ukoumunne emailed a scan of a "Statement of Fitness for Work for Social Security or Statutory Sick Pay". It is stated to have come from a practice in Upper Norwood, London SE19. The statement said that Ms Ukoumunne was unfit for work because of a condition identified as "Mass of neck", which would persist until 15 November 2020. The statement said nothing about covid-19. No doctor's name was given but there was an illegible signature. In her email Ms Ukoumunne said that her GP, not named, had confirmed that she (the GP) was willing to provide further information or clarification.
15. I informed the parties that the hearing of the CMC on 15 October 2020 would be vacated. However I added that the medical statement I had seen did not indicate any reason why the Defendants' renewed application should not be dealt with in writing. I invited the defendants to provide their argument in writing and said that Ms Ukoumunne would have 14 days in which to respond.
16. Written arguments have now been provided by each side, from Sam Carter of counsel on behalf of the Defendants and on 29 October 2020 by Ms Ukoumunne. Ms Ukoumunne's submissions are detailed, running to 20 pages, and I am confident that she has presented all her arguments in full.

### **The law on striking out and summary judgment**

17. The law on striking out a claim and the closely similar law on summary judgment was set out by Miss Michaels in her judgment at [22]-[25] and there is no reason for me to repeat it.

### **Ms Ukoumunne's claim for breach of confidence**

18. The law on breach of confidence so far as is relevant to this case was summarised by Miss Michaels at [52]-[57].
19. With regard to the merits of Ms Ukoumunne's claim to breach of confidence Miss Michaels said this in her judgment:

“[63] ... I accept for present purposes that it is arguable that one would expect an academic to treat his student's work as confidential. An obligation of confidentiality might therefore arise in the case of the 3rd and 4th Defendants, and might equally apply to the University as their employer. By a letter to the Claimant dated 6 August 2018, the University accepted that it had not investigated whether (and if so how) Dr Warmington might have had access to her works, which presumably would have been through the agency of one of her supervisors, and

potentially as a result of breach of an obligation of confidence. Had Dr Warmington been supplied with copies of any of the Claimant's works, it seems to me that it is arguable that he would have received them in circumstances which would have imposed a duty of confidence upon him.

[64] However, the existence of an obligation of confidentiality does not mean that the Claimant's work had, in whole or in part(s), the necessary quality of confidence about it to sustain an action for breach of confidence. As one would expect of a thesis referencing earlier works in the field, it seems to me that many points discussed in her work are already in the public domain, and it is not clear to me at this stage whether Claimant will be able to distinguish elements of her works which she would say set out her confidential and original ideas. I do not consider that the Claimant has yet satisfactorily identified the part or parts of her works which she says does/do have that quality.

...

[71] ... it seems to me that the right course is to permit the Claimant a final opportunity to identify the alleged confidential information properly. She needs to identify the original ideas in her works with sufficient clarity and particularity for it to be possible for the Court to assess whether there is any force in her allegation that the 1<sup>st</sup> to 4<sup>th</sup> Defendants made use of those ideas in the Articles/Book. I do not know how many such ideas the Claimant may say have been used, but if they are numerous, it may be that the sensible and proportionate approach would be for her to identify a limited number of her best examples which could, if appropriate, go to trial.”

20. The Judge's order included this:

“5. Unless the Claimant do on or before 5pm on 18 March 2020 file and serve on the 1<sup>st</sup> to 4<sup>th</sup> Defendants amended or further Particulars of Claim which properly particularise her claim for breach of confidence, providing at least the following particulars:

- a. The specific information asserted as confidential, including where such information is to be found in the documents relied upon;
- b. The basis on which it is asserted that a duty of confidence was owed to her by any of the 1<sup>st</sup> to 4<sup>th</sup> Defendants in respect of such information;
- c. If it is asserted that a contractual duty of confidence was owed by the 1<sup>st</sup> Defendant, where such duty is to be found or implied from any of the documents relied upon;

d. The specific uses of such information asserted as being made by any of the 1<sup>st</sup> to 4<sup>th</sup> Defendants, including where such uses are to be found in any of the documents relied upon;

then the Claimant's claims for breach of confidence as against each of the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 6<sup>th</sup> Defendants shall be struck out without further order of the Court."

21. The information ordered by the Judge is set out in a table in the document headed "Further Particulars" filed by Ms Ukoumunne. Eleven items of alleged confidential information contained in her draft thesis are identified with page references to where each item is said to have been used in one or more of the publications complained of. Ms Ukoumunne states that these are examples, not an exhaustive list. I accept this, particularly given the Judge's observations, but I must assume that they are the strongest eleven examples as assessed by Ms Ukoumunne. I will set out all eleven, in each case omitting the references given to the source of the argument in Ms Ukoumunne's draft thesis:

"1. The original theme and proposition that there is a 'hidden history' and hidden voices of the activism and the contribution to an intellectual history of black British people in the field of education. That has not previously been acknowledged or recognised in Anglo-American scholarship.

2. An original contribution to the field was to note the absence of black intellectual and activist contributions to the formation of a black intellectual history in the historical record and in the scholarship of historians and scholars in history of education. This history has been overlooked and marginalised within British academia.

3. Arguing and delineating a genealogy of black intellectuals in respect of the above substantive whose work is not recognised by the academy as intellectuals.

Explicating that original theme involved examining the work of numerous activists and sketching out the demonstrating their intellectual contributions and place within the genealogy of Black British intellectuals in education that had been proposed in the thesis.

4. An original proposition and theme was that the work of black intellectuals and activists could best be explicated and understood as an inextricable relationship with activism and intervention in the areas of supplementary schools and black education movements and interventions.

5. This original argument was supported with evidence with an original proposition demonstrating the relationship of black intellectual activists working in the field of education to the historical activities and intellectual strands in fields such as literature in the cultural production of Black British people.

6. This original argument was further examined by locating Black British intellectual culture within educational movements with a wider African diasporic intellectual history by forging a link between the African-American Black Power and Caribbean movements for example Garveyism and postcolonialism in literary and cultural production linked to black consciousness.
7. Establishing that a further absence obtained in the failure of the academy to acknowledge the intellectual work of black activist/intellectuals in scholarship in the U.K. This absence gave rise to a lack of recognition of black women as intellectuals and activists. To that end to elaborate on the central thesis, there is a focus on black British women scholars and activists in the draft chapters and draft thesis that brings them into a Black British activist/intellectual tradition.
8. The original deployment of a multidisciplinary framework to explicate black activism in education using sources that have not been recognised as having scholarly value and relating these to established and recognised texts.
9. The original deployment of critical and discourse analysis in reading texts produced by black British intellectual activists held in archives or that had previously not been recognised as data and information that had a value as scholarly texts in their own right.
10. The original focus on examining these texts by black British activist intellectuals as critical and scholarly contributions to knowledge and rectifying the ways in which they have been overlooked and marginalised within the discipline of Education, Cultural and Sociological and Historical Studies and their overlapping disciplines including but not exclusive of History of Education and the Sociology of Education.
11. The original adoption of a multidisciplinary theoretical approach to explicate black British activism and intellectual interventions in post war Britain drawing on post-colonial theory and Cultural Studies and its potential to initiate a new field of enquiry in the field of Education Studies.”
22. Professor Grosvenor and Dr Myers do not deny having seen Ms Ukoumunne’s draft thesis but Dr Warmington has provided a witness statement attesting that he has never seen the draft. Counsel for the Defendants, Mr Carter, argued that I should accept this evidence since there was no prospect of the trial judge finding otherwise. Mr Carter also pointed out that all the copying complained of in relation to all articles and Dr Warmington’s book are said to have happened in 2011 and 2012. The claim form was issued on 15 January 2019, so that the complaints were now time barred.
23. Mr Carter said that the Defendants’ team had had difficulty in following Ms Ukoumunne’s references to the places in each of the articles complained of and Dr Warmington’s book where the information said to have been taken

from Ms Ukoumunne's draft thesis is alleged to be found. Mr Carter's written submissions contained a table of his own which sets out in more detail the passages in the relevant articles and in the book which the Defendants believe to be the passages relied on by Ms Ukoumunne. Mr Carter argued that to the extent that Ms Ukoumunne's case can be understood at all, his table shows that the case has no merit. This was because the alleged confidential information comprised nothing more than variations on the idea that black British academic writing and activism have been marginalised and can be better understood in the context of other, global, black movements.

24. Some of Ms Ukoumunne's written submissions in response concerned criticisms of the Defence and an argument that the Defendants should not have retrospective permission to serve the Defence late. I can leave those to one side as not being relevant to the issues in hand. Ms Ukoumunne also addressed the law but I did not detect any difference between her view of the law and the summaries provided by the judge, which I have endorsed.
25. Ms Ukoumunne said that the limitation defence had no merit because each use of her confidential information was a new breach of confidence. That is submission on which I would need fuller argument before being able to reach a decision. I think the answer is likely to be that by a certain date the whole of the alleged confidential information on which Ms Ukoumunne relies had become public. Thereafter there could be no breach of confidence by use or disclosure of any of the information, although use after that date could possibly affect the scale of damage suffered due to breaches of confidence before that date. The point is that if such breaches all happened 6 or more years before 15 January 2019, the limitation defence would be a good one, but on the information I have I cannot be certain of the relevant date and therefore whether this was the case, particularly with regard to Dr Warmington's article and book.
26. Ms Ukoumunne summarised the substantive issues raised by the Defendants' written submissions as follows:
  - “1) Is the work of the contained in the Claimant's chapters, draft thesis and submitted thesis original?
  - 2) Can the work be said to have elements that give rise to a duty of confidentiality?
  - 3) Did the supervisors have access to the work and make this work available to Dr Warmington/other parties in breach of their duty of confidence?
  - 4) Was the work subsequently misused?
  - 5) What were the means by which any breach of confidentiality occurred?



6) Can any similarities in the works that allegedly used the Claimants work be attributed to mere coincidences that may arise when scholars work in similar fields?"

27. It seems to me to be a measure of Ms Ukoumunne's intelligent and capable approach to her written submissions as a whole that this summary is very largely an accurate capture of the substantive issues between the parties. I have a minor qualification in that the first point is not directly relevant to the issue of breach of confidence, although it could have some bearing on the second point. The second point is directly relevant and is important.
28. As to the third point, although I do not suggest that Dr Warmington was being inaccurate when he said that he had never seen Ms Ukoumunne's draft thesis, I cannot rule out the possibility that following fuller exploration of the facts and cross-examination at trial it may emerge that Dr Warmington indirectly became aware of the contents of the draft.
29. As to the fourth and fifth points, there seems to be no real doubt that the alleged misuse of the confidential information is by way of plagiarism. If there was plagiarism, there was misuse.
30. The central issues are those numbered two and six. To some extent they are related.
31. Ms Ukoumunne relied on part of an undated letter written to her by Professor Grosvenor, apparently sent on or around 16 November 2011:

"This is a very interesting piece of writing and it comes out of a valuable project. The conviction that there are lessons to draw from past experiences of education, and particularly activist forms of education, is a refreshing one. More importantly, there is lots of empirical evidence in this first draft to support the conviction. In some sections there are clear new contributions to knowledge based on the archival or published sources. Taken together (as we have said before) the project has the potential to make a substantive contribution to the field of education by bring (sic) together, in a new and interdisciplinary fashion, education and post colonial research. So there is much that is very promising here."
32. I do not accept that the letter by itself establishes, even arguably, that any of the eleven matters relied on by Ms Ukoumunne have the necessary quality of confidence. I read it as an appropriately encouraging message from a supervisor to a student. It certainly says that Ms Ukoumunne has made clear new contributions to knowledge but that could refer to any parts of the draft thesis, not at all necessarily any of the eleven points relied on by Ms Ukoumunne. I do not think that the letter warrants a trial on the possibility that Professor Grosvenor might have had in mind one or more of the matters alleged to have been used by him and/or by his colleagues. Even if he did, it does not as a matter of course follow that Ms Ukoumunne would succeed in her claim.

33. I return to Ms Ukoumunne's eleven alleged items of confidential information said to have been plagiarised. The first, second and third consist of the idea that the contributions of black British people in the field of education have been overlooked and marginalised to date. That is an opinion. It may be a very valid one but it was not confidential information. Increasingly over recent decades the view has been persuasively expressed that the contributions of black individuals to many aspects of life in this country have been either underestimated or disregarded altogether, particularly the contributions of black women. Any person could have expressed the opinion that this has been the case in relation to any aspect of the nation's life. It would not have been an expression of confidential information.
34. The fourth, fifth and sixth items likewise consist of an opinion, which I take to be the idea that there has been a lack of appreciation on the part of commentators regarding the significance of ethnic educational movements.
35. The seventh to eleventh items return to the idea in the first, second and third, with the added feature in the seventh item that the contributions of black women, especially, have not been recognised.
36. None of these opinions, which are stated in very general terms, constitute information with the necessary quality of confidence. No doubt in Ms Ukoumunne's draft thesis they are underpinned by matters revealed in the course of her research. Some of those matters may have constituted information with a quality of confidence such as to attract protection in law. But Ms Ukoumunne has not identified any such matters as having been plagiarised by the Defendants. She relies only on her general opinions.
37. Equally, it is not surprising that other academics might independently express general opinions similar to those listed by Ms Ukoumunne.
38. In my view Ms Ukoumunne's claim to breach of confidence has no prospect of success at trial. I will strike out the claim.

### **Breach of contract between the University and Ms Ukoumunne**

39. In her judgment, Miss Michaels had difficulty in identifying the contract between the University and Ms Ukoumunne on which she relies and thus its terms. Miss Michaels made the following order:

“Unless the Claimant do on or before 5pm on 18 March 2020 file and serve on the 1<sup>st</sup> Defendant amended or further Particulars of Claim which properly particularise her claim for breach of contract against the 1<sup>st</sup> Defendant, providing at least the following particulars:

- a. Each contractual document relied upon by the Claimant;
- b. Where any such documents are dated after October 2007, the basis on which it is alleged they form part of the contractual relationship between the Claimant and 1<sup>st</sup> Defendant;

- c. Each contractual term relied upon, including whether such term is asserted as express or implied;
- d. Where such terms are asserted as express, an explanation where they are to be found in the relevant contractual document;
- e. Where such terms are asserted as implied, the basis on which such implication is asserted;
- f. Each alleged act of breach by the 1<sup>st</sup> Defendant, including an explanation of which contractual term each such act is alleged to have breached;
- g. The damage allegedly suffered as a result of such breaches;

then the Claimant's claim for breach of contract as against the 1<sup>st</sup> Defendant shall be struck out without further order of the Court."

40. In her Further Particulars Ms Ukoumunne identified seven documents which, collectively, were said to form the relevant contract between her and the University. The list of express and implied terms alleged to have been breached is long.

41. Ms Ukoumunne's written submissions of 29 October 2020 helpfully clarify her case:

"57. The Breach of Contract Claim and the parties views on it can be focused down to the place of the University's procedures in the contract between students and the University. As such, was the University in dereliction of its contractual duties when it failed to investigate the claimant's complaint under the aegis of a stated procedure? The issue at stake appear to be; are University Procedures are included in the matrix of charters, codes, policy documents and regulations that make up the contract between the student and the University."

42. Thus, the crux of the alleged breach of contract is the University's alleged failure to investigate Ms Ukoumunne's complaint. The complaint in question is specified in the next paragraph of the written submissions:

"58. ... at the time of the Claimant's formal complaint the University did not have a procedure in place for investigating allegations brought by students against staff of copyright infringement and/or breach of confidence/unauthorised use of literary or artistic works that had been produced during the course of their studies."

43. Ms Ukoumunne continues:

"62. ... In respect of this case, the substantive question and the issues can be outlined as below;

1. Was the 1<sup>st</sup> Defendant in breach of the contract by failing to investigate the complaint raised by the Claimant within the framework of a procedure?
2. Does the investigation of a complaint of copyright infringement and breach of contract need to be framed within the context of a procedure?
3. Can an investigation that is undertaken without recourse to a procedure that outlines clear and transparent stages and steps, be said to fulfil Wednesbury principles of being ‘in good faith’, in accordance with natural justice and ‘reasonable’, constitute a fair procedure?
4. In the absence of the use of a specific disciplinary procedure, was the investigation that was conducted fit for purpose?
5. Does a breach of confidentiality, if proven, imply a fundamental breach of contract between the parties?
6. Has the 1<sup>st</sup> Defendant further breached the contract by failing to examine and award the PhD submitted by the Claimant in December 2011?

63. The document that goes to the heart of questions 1-4 is the document produced by the 1<sup>st</sup> Defendant entitled the *Code of Practice for Research*.”

44. I will assume that Ms Ukoumunne has a prospect, which is better than fanciful, of showing at trial (a) that the University was under a contractual duty owed to Ms Ukoumunne to investigate her complaint according to a procedure that was in place and which was fair and (b) that the University was in breach of that duty. I should say that I have real doubts as to whether the assumption is justified since the University’s conduct was referred to the OIA and the reference did not result in any criticism of the University. I must make the further assumption that the OIA failed to conduct its own investigation properly.
45. However, even on those two assumptions, given the findings of Miss Michaels in her judgment of 5 February 2020 and mine set out above in relation to alleged breach of confidence, Ms Ukoumunne has no prospect of showing that the Defendants have infringed any copyright owned by her, or that they are in breach of a duty of confidence owed to her, or have otherwise made what might be termed unauthorised use of literary or artistic works. In short, her complaint to the University, the allegation of plagiarism by Dr Warmington, Professor Grosvenor and/or Dr Myers, could never have been successful.
46. It is well established that the pursuit of proceedings will constitute an abuse of process where the benefit attainable by the claimant is so limited as to be out of proportion to the time and cost of the litigation, see *Jameel v Dow Jones and Co* [2005] EWCA Civ 75.
47. In my view, the cost and time expended by a trial in this Court, or more probably in the Queen’s Bench Division to which the claim could be returned, as is requested by Ms Ukoumunne, would not be warranted by the limited

possibility of an outcome in Ms Ukoumunne's favour when such an outcome could be of no practical value to Ms Ukoumunne. I will therefore strike out the claim against the University for breach of contract.

48. Mr Carter's written submissions refer to the making of a civil restraint order (CRO) without going so far as to submit that I should. So far as I am aware, no claim or application by Ms Ukoumunne has been characterised as being totally without merit and I do not so characterise the claims struck out pursuant to this order. No CRO will be made.

### **Conclusion**

49. The remaining claims against the Defendants are struck out. It follows that all claims against all defendants, including Informa, are now struck out. I will hear submissions from the parties with regard to costs.