

IN THE CENTRAL LONDON COUNTY COURT
BEFORE HHJ BAUCHER

Date: 17th November 2023

EDA YAMAN

Claimant

-and-

MANISH PARMAR

First Defendant

TESCO STORES LIMITED

Second Defendant/Part 20 Claimant

- and –

MUSTAFA ZADA

First Part 20 Defendant

Ms Teri Howell (Direct Access Counsel) for the Claimant
Mr Aaron Pulford (instructed by Keoghs LLP) for the Second Defendant/ Part 20 Defendant
Mr Zada in person
Hearing dates: 23 and 24 October 2023
(All judgments in the 5 linked trials were sent for editorial correction after conclusion of the
final linked trial on the 31st October)

HHJ BAUCHER:

1. The claim arises as a result of a road traffic accident on 3rd August 2019 when Ms Yaman was a passenger in a BMW 3 series LR17 0BT driven by her husband Mr Zada. It is alleged a Tesco delivery vehicle BT15 VLA driven by Mr Parmar reversed out of a side road directly into their BMW as it was proceeding along Chinnor Crescent, Greenford. I shall call the parties by name for the sake of clarity.
2. Ms Yaman pursued a claim for personal injury by a Claim Notification and Tesco paid interim payments of £2960 in respect of personal injury and £13,000 in respect of vehicle damage. Ms Yaman subsequently issued these proceedings to recover the cost of the credit hire she incurred whilst her vehicle was repaired. Mr Zada also made a claim for personal injury by a Claim Notification and Tesco made an interim payment of £3270.
3. Tesco filed a defence and Counterclaim against Ms Yaman and raised Part 20 proceedings against Mr Parmar and Mr Zada alleging the accident was fraudulent and seeking damages for the torts of deceit and conspiracy. The Part 20 proceedings against Mr Parmar were stayed on 18th October 2021 and Ms Yaman filed a notice of discontinuance on 26th January 2022. The extant matters for my determination are Tesco's Counterclaim and the Part 20 proceedings against Mr Zada. Tesco also identified a further litigated 12 cases which are linked to this action and other non-litigated linked cases as per the table below:

CASE NUMBER	LITIGATED ACTIONS
1	Mazlum Bahceci v Tesco Stores Limited v Samatar Jama
2	Mohamed Namdar v Tesco Stores Limited v Manish Parmar
3	Hanaa Alghafagi v Tesco Stores Limited v Donovan Rose (1) Zhraa Alghafagi (2) Zina Alghafagi (3)
4	Shireen Morgan v Sunil Shah (1) Tesco Stores Ltd (2)
5	Tesco Stores Limited v Shimaa Khattawi (1) Darran Taylor (2)
6	Adel Motlaghi Sayahi (1) Amineh Mohavi (2) v Tesco Stores Limited v Reyhan Safi

7	Shahin Majid Mouradi v Tesco Stores Limited v Manish Parmar (1) Tawfeeq Abdulwahid Tawfeeq (2) Jumana Nusseibeh (3)
8	Grzegorz Collins v Tesco Stores Limited v Darran Taylor
9	Alexander Reed v Tesco Stores Limited v Mubarik Quaje
10	Safaa Jasim v Tesco Stores Limited v Darran Taylor
11	Hashim Al- Hashim (1) Zainab Mohamed (2) v Tesco Stores Limited v Darran Taylor
12	Mohamed Baktiyar Abdulla v Tesco Stores Limited v Manish Parmar
13	Eda Yaman v Manish Parmar (1) Tesco Stores Limited (2) v Mustafa Zada
	PRE-LITIGATED ACTIONS
14	Bower Lally v Tesco Stores Limited (Tesco Driver – Ramy El-Fayoumi)
15	Bower Lally v Tesco Stores Limited (Tesco Driver – Owen Reason)
16	Rinas Ahmed v Tesco Stores Limited (Tesco Driver – Rakesh Lakhman)
17	Bernardo Picari (1) Guxim Symltaj v Tesco Stores Limited (Tesco Driver – Rakesh Lakhman)
18	Waleed Hayder Mohamed v Tesco Stores Limited (Tesco Driver – Samatar Jama)
19	Saman Hussain v Tesco Stores Limited (Tesco Driver – Donovan Rose)
20	Abdul Gader Allenizi (1) Richard Feghaly (2) v Tesco Stores Limited (Tesco Driver – Donovan Rose)

21	Mohamed Almaki (1) Salem Almaki (2) v Tesco Stores Limited (Tesco Driver – Donovan Rose)
22	Oktan Yagli v Tesco Stores Limited (Tesco Driver – Reyhan Safi)
23	Ahmed Khalil v Tesco Stores Limited (Tesco Driver – Samatar Jama)
24	Hayder Garousi v Tesco Stores Limited (Tesco Driver – Reyhan Safi)
25	Florin Danila v Tesco Stores Limited (Tesco Driver – Darran Taylor)
26	Ali Al- Shamary v Tesco Stores Limited (Tesco Driver – Reyhan Safi)
27	Ibrahim Nour v Tesco Stores Limited (Tesco Driver – Ajay Bangar)
28	Florin Danila V Tesco Stores Limited (Tesco driver- Manish Parmar)
29	Monika Rogaliwicz (1) Sebastian Rogaliwicz (2) v Tesco Stores Limited (Tesco Driver – Rachidy Alkilmaki)
30	Tariq Faris (1) Rawan Abbas (2) v Tesco Stores Limited (Tesco Driver – Rachidy Alkilmaki)
31	Habib Said (1) Mwenye Madasheeky (2) v Tesco Stores Limited (Tesco Driver – Samatar Jama)
32	Uwe Kirschner v Tesco Stores Limited (Tesco Driver – Mubarik Quaje)

4. Tesco called oral evidence from Mr Parmar, Mrs Hawkins, Mr Douglas and Mr Maberly. Mr Parmar was given a warning against self- incrimination, after he was sworn and before he confirmed his witness statement. Tesco also relied upon deposition evidence from Mr Suleman and written evidence from Mr Salazar and Mr Palenta. In relation to expert evidence Mr Etherington, forensic engineer, gave oral evidence for Tesco and Tesco

relied upon written handwriting expert evidence from Ms Caramiello. Ms Yaman and Mr Zada gave oral evidence in defence of their claims.

5. Ms Howell appeared for Ms Yaman and Mr Pulford appeared for Tesco. Mr Zada appeared in person. Mr Parmar had the benefit of counsel in court whilst he gave his evidence. I am grateful to counsel for their assistance.
6. Tesco's case is that the accident on the 3rd August 2019 was staged by Ms Yaman, Mr Zada and Mr Parmar, assisted by other unknown individuals, and that this accident was, but one, of a series of targeted staged accidents involving drivers employed at the Greenford depot to recover compensation from Tesco. Ms Yaman and Mr Zada contend this was a straightforward road traffic accident caused by the negligence of Mr Parmar.

Dramatis Personae

7. The following individuals featured in the claim:

Name	Title	State of Proceedings	Role	Position
Eda Yaman	Claimant	Trial of Counterclaim	Defendant	Passenger
Mustafa Zada	First P20 Defendant	Trial of Part 20 Claim	Defendant	Driver
Manish Parmar	First Defendant	Stayed	Witness	Tesco Driver
Mohamed Suleman	/	/	Witness	Tesco Driver
Stalin Salazar	/	/	Witness	Tesco Driver
Kryzstof Palenta	/	/	Witness	Tesco Driver
Graham Douglas	/	/	Witness	Fraud Analyst

Julie Hawkins	/	/	Witness	Tesco Fleet Legal Manager
Mark Maberly	/	/	Witness	Tesco Corporate Investigations Manager
Karen Caramiello	/	/	Expert	Handwriting expert
Peter Etherington	/	/	Expert Witness	Expert Forensic Engineer

The pleaded claims in tort and deceit

8. Given the nature of the claim it is necessary to set out the substance of the pleaded Counterclaim and Part 20 proceedings in some detail at paragraphs 15- 27 and paragraphs 72-83:

“15. The First Part 20 Defendant was at all material times driving a prestige vehicle, namely a BMW 3 Series, registration LR17 OBY (hereafter “the Claimant’s Vehicle”), in which the Claimant was allegedly a passenger. The Claimant’s Vehicle is alleged to be worth £13,036.56.

16.The Second Defendant owns Iveco Daily Motor vehicle registration number BT15 VLA (hereafter “the Defendant’s Vehicle”). The Defendant’s Vehicle was fitted with a Global Positioning Satellite tracking device which reports the time and location of the Defendant’s Vehicle. The Defendant’s Vehicle was also fitted with a forward-facing dashboard camera which is wired into the Defendant’s Vehicle’s ignition.

17.The Claimant alleges a collision took place between the Claimant’s Vehicle and the Defendant’s Vehicle on Chinnor Crescent, Greenford, London, UB6 9NZ, at approximately 21.40 on 03 August 2019.

18.On or about the afternoon of 03 August 2019, the First Defendant, during the course of his employment, drove the Defendant’s Vehicle from the Greenford Depot.

19.At 06:59 04 August 2019 the First Defendant made a report of the collision to the Second Defendant. In his report the First Defendant provided a false registration number for the Second Defendant vehicle as ‘BT15TWK’.

20.At 22.31 16 August 2019 Progress Vehicle Management on behalf of the Claimant made a report of the collision to the Second Defendant. A copy of that notification is appended to this Defence.

21.As a result of the First Defendant’s report of the false registration number the Second Defendant was prevented from obtaining the dashboard camera footage of the collision.

22.The Second Defendant avers that the Claimant and the First Part 20 Defendant in the Claimant's Vehicle intentionally drove into collision with First Defendant in the Defendant's Vehicle, with the express intention of enabling the Claimant and the First Part 20 Defendant, to pursue claims against the Second Defendant.

23.The collision occurred in circumstances where the Claimant, the First Part 20 Defendant and the First Defendant were acting unlawfully in that they caused damage to the Defendant's property.

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

25.The Claimant and the First Part 20 Defendant may not profit from or bring a cause of action founded on their unlawful conduct.

26.Further and in the alternative the Second Defendant avers that the collision was not a result of the negligence of the Second Defendant's servant or agent acting within the course of his employment. The acts of the First Defendant were deliberate. The First Defendant was acting outside of the course of his employment. Accordingly, the Second Defendant is not vicariously liable for the actions of the First Defendant.

27.Following the collision, the Claimant's Vehicle was allegedly recovered, stored and repaired by Hano UK Limited operating from 2 Creek Road, London SE8 3EL with a second premises at 7 Belvue Road, London, UB5 5QJ. Hano UK Limited is owned and directed by Argosh Rasheed Nori and registered at 7 Westmoreland House, Cumberland Park Scrubs Lane, London, NW10 6RE."

Tort of Deceit

"72The Claimant made false statements within her Claims Notification Forms, the Claim Form, the Particulars of Claim and to Dr Akhtar, intending that the Second Defendant would rely and act upon the same.

73.The First Part 20 Defendant made false statements within his Claims Notification Forms and to Dr Akhtar intending that the Second Defendant would rely and act upon the same.

74.The First Defendant withheld relevant information and has made false statements directly to the Second Defendant in his account that no collision occurred, intending that the Second Defendant would rely and act upon the same.

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

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

77.The Claimant made the representations fraudulently in that she knew those representations were false or were reckless as to whether they were true or false. The Claimant has relied upon those falsehoods to seek damages from the Second Defendant and in so doing has caused the Second Defendant to pay £2,960 to the Claimant in respect of personal injury and costs under the Ministry of Justice Stage 2 portal process and £13,600 to Progress Vehicle Management Limited, and to further invest time and money to deal with this claim and to incur the cost of repairing its own vehicle damage.

78. The First Part 20 Defendant made representations fraudulently in that he knew they were false or was reckless as to whether they were true or false. The Second Defendant has relied upon those falsehoods when dealing with the First Part 20 Defendant's claim and in so doing has caused the Second Defendant to pay £3270 in respect of personal injury and costs under the Ministry of Justice Stage 2 portal process and £13,600 to Progress Vehicle Management Limited, and to further invest time and money to deal with this claim and to incur the cost of repairing its own vehicle damage.

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

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

Tort of Conspiracy.

81. On or before 03 August 2019, the Claimant, the First Part 20 Defendant and the First Defendant with each other and/or other persons whose names are presently unknown to the Second Defendant (or any two or more together), conspired and combined together wrongfully and with the sole or predominant intention of injuring the Second Defendant and/or of causing loss to the Second Defendant by facilitating damage to the Defendant's Vehicle and loss to the Second Defendant's business.

82. Pursuant to and in furtherance of the conspiracy pleaded in paragraph 81 above, the Claimants, the First Part 20 Defendant and the First Defendant with each other and/or other persons whose names are presently unknown to the Second Defendant (or any two or more together) did the following by which the Second Defendant was injured:

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

83. As a result of the Claimant, the First Part 20 Defendant and/or the First Defendant's conspiracy, as set out in paragraphs 81 and 82 above the Second Defendant has suffered loss and damage in that, the Second Defendant has incurred the cost of repairing its vehicle, the cost of responding to and investigating the claim by the Claimant and/or the First Part 20 Defendant, the cost of the sum already paid to the Claimant and/or the First Part 20 Defendant and the Second Defendant will continue to suffer loss and damage until the claim is concluded."

9. Ms Yaman and Mr Zada filed defences to their respective claims denying liability and maintaining they had been driving down the main road in Uxbridge when a Tesco vehicle reversed from a side road.

The law

10. The legal framework is agreed. Mr Pulford set out in his opening written submissions the relevant legal framework and I gratefully adopt his summary as per paragraphs 11- 35 below:

Deceit

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

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

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

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

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

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

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

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

15. It makes no material difference if the representation was made to Tesco directly; so too with a statement made to someone known to be acting as agent for Tesco⁷. Equally, a representation made to a third party with intent that it be passed on to Tesco to be acted on by them will equally suffice⁸.
16. Reliance upon the representation: Tesco must prove that it relied on the representation and that Ms Yaman and Mr Zada intended Tesco to rely on it⁹.
17. Damage or loss must have been suffered because of the deceit. The representation does not need to have been the sole reason leading to the Tesco’s loss, but it must have been one of the factors which together led to the loss. It is important to note there is clear authority that where a claimant proves that he has been deceived into expending money the burden shifts to the defendant - if he wishes to argue that the expenditure did not in fact amount to a loss to the claimant¹⁰.

Conspiracy

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

Unlawful Means

19. The economic tort of ‘unlawful means’ conspiracy occurs where two or more people act together unlawfully, intending to damage a third party (although that intention need not be the predominant purpose), and do, in fact, cause damage to the third party.

⁶ As above at 376

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

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

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

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

20. Summarised in Kuwait Oil Tanker v Al Bader [2000] 2 All E.R. (Comm) 271 (at 108) the elements are:
1. An agreement, or “combination”, between a given defendant and one or more others.
 2. An intention to injure the claimant.
 3. Unlawful acts carried out pursuant to the combination or agreement as a means of injuring the claimant and
 4. Loss to the claimant suffered as a consequence of those acts.
21. Agreement, or combination: This was ruled to require a combination, arrangement or understanding between two or more people. It is not necessary for the conspirators all to join the conspiracy at the same time, but the parties to it must be sufficiently aware of the surrounding circumstances and share the same object for it properly to be said that they were acting in concert at the time of the acts complained of: Kuwait Oil Tanker at 111.
22. Intention to injure: in OBG v Allan [2007] UKHL 21, the House of Lords considered the level of intentionality required to establish liability, and highlighted the distinction between ends, means, and consequences. In summary:
- i. ‘Ends’, where harm to the claimant is the end sought by the defendant, then the requisite intention is made out.
 - ii. ‘Means’, where the harm to the claimant is the means by which the defendant seeks to secure his/her end, then the requisite intention is made out and
 - iii. ‘Consequences’, where the harm is neither the end nor the means but merely a foreseeable consequence, the requisite intention is not made out.
23. The court went on to note that there was another category, known as “the other side of the coin”, to consider if harm to the claimant was the necessary consequence of the defendant’s actions. This was differentiated from category (iii) on the basis that the defendant’s gain and the claimant’s loss are inseparably linked, and the defendant cannot obtain the one without bringing about the other, and the defendant knew this to be the case. In such circumstances, then although the purpose of the defendant’s action was not to harm the claimant, they will be considered as having intended to harm the claimant. The court also noted that there was no additional requirement that the precise identity of the victim be required at law to establish the requisite intention.
24. Unlawful acts: in ED & F Man Capital Markets Limited v Come Harvest Holdings Limited & ors [2022] EWHC 229 (Comm) at paragraph 468 the court has set out that the

unlawful act element is made up of two parts ‘the unlawfulness of the act; and whether the unlawful act is in fact the “means” by which injury is inflicted’.

25. The House of Lords in Total Network SL v HM Revenue & Customs [2008] UKHL 19 made clear that the unlawful means used need not be actionable in and of themselves (albeit actionable wrongs are not excluded from the unlawful means required to prove the tort).
26. In Maranello Rosso Limited v Lohomij BV, Bonhams 1793 Limited, Bonhams & Butterfields, Auctioneers Corporation, Evert Louwman, Robert Brooks, James Knight, Anthony Maclean [2021] EWHC 2452 (Ch) it was held that ‘a breach of fiduciary duty’ was sufficient unlawful means to meet the requirement for a conspiracy.
27. The High Court in: London Allied Holding v Lee [2007] EWHC 2061 (Ch) held that fraudulent misrepresentations by one party to another was sufficient to constitute unlawful means to prove the tort on conspiracy [paragraph 252].
28. In Ivy Technology Ltd v Martin [2022] EWHC 1218 (Comm) it was held by the High Court that the vendors of an online gambling business were guilty of deceit and unlawful means conspiracy by knowingly making false representations to the purchaser that the business was profitable in order to persuade the purchaser to enter into the transaction.
29. It has been held that where the claimant can prove acts unlawful in themselves, done in pursuance of the conspiracy, that is the other form of the tort, unlawful means conspiracy, the burden of justifying such acts passes to the defendant¹¹.
30. Loss to the claimant. Finally, the claimant must prove that by reason of the conspiracy it has suffered a loss.

Lawful means

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

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

¹² Allen v Flood [1898] Lord Watson at 108

33. The elements of this tort are the same as for unlawful means conspiracy with the exception of the intention to injure requirement.

An intention to injure:

34. For lawful means conspiracy, it is necessary to prove that the conspirators had the sole or predominant intention of injuring the claimant¹³. As it was put in Crofter Hand Woven Harris Tweed Co Ltd v Veitch [1942]: *‘If that predominant purpose is to damage another person and damage results, that is tortious conspiracy’*.
35. The mental element of intention to injure the claimant will be satisfied where the defendant intends to injure the claimant either as an end in itself or as a means to an end such as to enrich themselves or protect or promote their own economic interests. It will not be satisfied where injury to the claimant is neither a desired end nor a means of attaining it but merely a foreseeable consequence of the defendants’ actions.
36. It is with those legal considerations in mind, and conscious that the burden of proof lies with Tesco to the usual civil standard, that I now turn to the case.

The evidence of Tesco home delivery drivers

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

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

Palenta advised Kaz said “If you don’t want to do it maybe some of the other drivers want to do it, maybe someone about to leave the company as they don’t care.” Kaz asked for a piece of paper and wrote down his number. Mr Palenta subsequently informed his manager and provided him with the piece of paper. Mr Palenta returned to Poland after making the statement.

40. Mr Suleman gave evidence by deposition pursuant to my order dated 10th December 2021. No party in any of the proceedings applied to be present at the deposition. Mr Suleman said on the 5th December 2020 he was parked in Greenford when he was approached by a man on a motorcycle and asked if he would like to earn “money, big money.” He was offered £2,000 cash. He said he declined and told the man other drivers had been involved in such crashes and had been caught. He said the motor cyclist still tried to give him his telephone number, but he did not take it. Mr Suleman said he noted the registration number of the bike and gave it to his employers. His evidence was further tested during his deposition testimony which I have also reviewed.
41. I have carefully weighed this evidence particularly because there has been no opportunity to test the evidence of Mr Salazar and Mr Palenta. However, I am satisfied that given the internal consistency of the evidence and the lack of any exterior motive I should give it considerable weight.

The finance agreement for the BMW

42. The BMW was subject to a finance agreement with Black Horse Limited. The vehicle was purchased for £21,005. Ms Yaman paid a deposit of £8000. The interest was 7.56%. The Agreement commenced on the 24th April 2018 and was for 36 months. The report from Experian Autocheck showed multiple searches for the redemption figure including a search on the 30th July 2019. Ms Yaman said that was because she and her husband were looking to see if they could purchase a BMW X5 series as they “loved them so much.” She said the search 3 days before the crash was a “coincidence.” The finance agreement was settled in full on the 2nd March 2021.

Prior accidents

43. Ms Yaman agreed she had three road traffic accidents in 2015, 2016 and 2017. Mr Zada agreed he had 3 accidents in 2015, 2016 and 2017. He was asked about an incident with a bus in 2016 and the entry:

“Whilst we did admit liability, we raised serious causation in regard to the injuries as not all the damage reported on the engineers report was caused by our bus and was pre-existing. Our bus only connected with the wing mirror of the vehicle the claimant was traveling. No further response from TP sols after we raised causation. Credit hire was also rejected based on the same points as the vehicle was roadworthy with the damage we caused.”

44. Mr Zada said he could not remember the details of the incident so said he could not be sure the entry was correct.

The accident on the 3rd August 2019

45. Ms Yaman said in her witness statement:

“3. On August 3rd 2019 at 9.30-9.45, my husband and I were on our way back from seeing a friend. We chose this day as on the same day around 10.30pm my husband and I were going to meet someone (potential employee) at a restaurant she had chosen.....

5. My husband and I were driving down a main high road when a Tesco vehicle reversing out of a left side street crashed into my passenger side of the vehicle. (The route he was backing out of was a no through route). After the accident once we wrapped our head around what happened I cancelled my meeting with the young lady as all I wanted to do was get to a hospital. I was 7 months pregnant at the time of the accident and was trying to arrange employment for my Minicab office that was due to open in November 2019.

6. I never left the vehicle at any point once the accident occurred and my husband which was driving the vehicle at the time got out and took photos of the vehicle and exchanged information with the Tesco driver. Knowing the vehicle was a Tesco van I did not feel the need to call the police as Tesco is a very large organisation.

7. I was really distressed as I had a miscarriage before my pregnancy at the time and could only think about the safety of my unborn child. My husband then took me to the hospital in a rush (North Middlesex Hospital) so I could be sure my baby was fine, which thankfully he was. The next morning Hano Auto’s which I have been using for a while came to collect my vehicle.”

8. Hano Auto’s was first recommended to me by a friend as I used to own a moving service. They were used for repairs and maintenance of my vehicles. A few days later we requested a hire vehicle.....”

46. In cross examination Ms Yaman refused to identify the friend they had been to visit. She did identify the potential employee as “Camellia.” She said she had not been called as a witness as her “phone was dead.” Ms Yaman could not identify the restaurant they intended to visit.

47. Ms Yaman said at the time of the accident it was dark and the headlights of the BMW were displayed. She said there were cars parked on the side of the road so the BMW was

centrally positioned on approach to Bledlow Rise. She said she did not see the Tesco van until it was evident it was going to hit the BMW. Ms Yaman thought they were proceeding at 20-25mph when the crash happened. However, she later said she could be mistaken given her husband had said in his incident report form he was driving at 5-10mph. Ms Yaman said the Tesco van hit the BMW in the middle of the car. She said she screamed and panicked as her husband "hit the brakes." She said the BMW stopped in a matter of seconds.

48. Ms Yaman said she did not get out of the vehicle, but she saw her husband take photographs of their car. She was clear she had witnessed him do so and that he had only taken photographs of the side of the BMW. She was asked in some detail about the photographs and whether they were consistent with her evidence. She was adamant they were taken at the scene. She said that she had also seen Mr Parmar give her husband a piece of paper.

49. Ms Yaman said the only damage on the vehicle prior to the accident was a scratch. She said that she did have GAP insurance but could not remember the exact payment she received. She said she thought she had paid £13-18,000 to repair the BMW.

50. Mr Zada said in his witness statement:

"2. On the 3rd of August 2019 around 9:45pm in the evening I was driving with my wife from her friend's house to meet a potential employee for my wife's new minicab business that was due to commence trading in November 2019.

3. While my wife and I were driving down the main road in Uxbridge (UB6) a Tesco delivery vehicle reversed back from a side road with no exit signs and hit my car from the passenger's side. I pulled over and got out of my vehicle to take photos of the accident damages to my vehicle and the Tesco vehicle.

4. We exchanged information with the Tesco Driver and I left the scene.

5. At the time of the accident I was more concerned about the well being of my wife and baby as she was heavily pregnant at the time of the accident. I drove my wife straight down to the hospital to ensure she and my baby were okay.

6. Due to the incident my wife and I both suffered whiplash.

7. The next day Hano Auto's came to collect my vehicle."

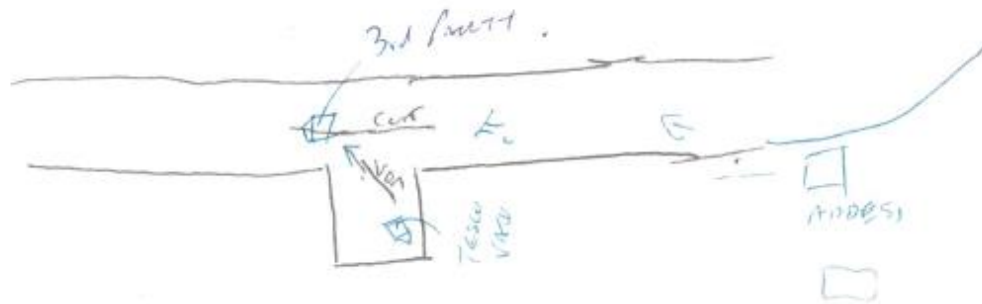
51. In his oral evidence Mr Zada said there were cars parked on both sides of the road so the BMW was central on approach to the junction. He initially said the Tesco van was stationary when he first saw it but later retracted that account. He said he had not seen the Tesco van before it reversed into the side of the BMW. He said that any confusion as to

whether the Tesco van came from a no entry, or no exit road was caused by English not being his first language. He said Mr Parmar had given him the bump card and that whilst those details were being completed, he took photographs. The principal photograph is shown below:



52. Mr Zada was asked about the white line present on the photograph and he said that photograph had been taken at Middlesex Hospital when he attended with his wife to check on her welfare and their unborn child.
53. Tesco relied on the evidence of Mr Parmar in support of its contention this was a stage-managed accident. Mr Parmar's evidence changed from his initial account, and I shall return to this in due course.
54. The first account of the incident was given by Mr Parmar in the Tesco Investigation Form which he completed on 3rd August 2019. In that report he gave an account and produced a diagram as set out below:

Went 2 customer Road No parking outside
So went up the Road 2 turn Round as I was turning
round it was so Dark on the road did not see
moving car and went in 2 it.



55. In Mr Parmar's witness statement dated 28th September 2021 he set out his involvement in this road traffic accident and 5 other accidents. He said:

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

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

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

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

I was approached when I was driving out of the Greenford depot in one of the delivery vans one day. I was just about to start my delivery route for the day and as I was driving out of the depot I had to stop at the junction to wait for traffic to clear on the main road. I remember that there were temporary traffic lights on the main road so traffic was heavy, and I had to wait quite a long time to get out of the junction.

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

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

They asked me if I wanted to make some money and explained that to do this, I would need to help them by crashing into other cars so they could bring claims. They told me that they would pay me £200 for each incident.

I told them that I thought it was risky and that I was worried about getting caught. They told me that there were quite a few drivers that were doing it and there was limited risk. They said that they knew Tesco's procedures and that they would sort out the rest.

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

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

I would tell them where I would be, and they would meet me at that location. 'Nik' and 'Dee' turned up at the scene, always in a black Mercedes. I don't know the registration number of this car. They would be accompanied by another vehicle which would be driven by somebody else.

'Nik' and 'Dee' would come over to the van to tell me how to crash into the other car and would then watch the 'incident' from the side of the road.

After I hit the other car with the Tesco van I did not get out of the van. 'Nik' or 'Dee' would come to the window of the van and take one of the 'Collision report Forms' or 'Bump Cards' which the drivers are supposed to fill out in the event of an incident.

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

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

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

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

"This crash occurred at the junction of Bledlow Rise and Chinnor Crescent, Northolt, UB6. It was a Saturday evening shift and I was driving an Iveco delivery van registration BW15TWK. 'Nik' and 'Dee' met me at Bledlow Rise and Chinnor Crescent as agreed. They were with a blue BMW, which was the car which was to be involved in the incident. Again, I did not get a good look at the occupants of the car, but I think that there were two people, a man and a woman. I was told that this was the car I had to collide with. This time I was told to reverse out of the side road into the side of the BMW. I knew this would not have been picked up by the dashcam because there was no rear facing cameras fitted to the Tesco Van. I was again passed the Bump Card that had been filled in by Nik and Dee and I was given £200 in cash at the scene as payment. I reported the incident to the Sopp and Sopp incident line and filled in the Incident Investigation Form when I returned to the depot. I again lied during the call and when I reported the crash to make it seem like it was a genuine accident. I understand that claims have been submitted to Tesco by a Mr Mustafa Zada and a Mrs Eda Yaman. I can't say whether Mr Zada was the driver of the blue BMW involved in the incident or whether this was the lady that was present. I can confirm that this was not a

genuine incident, it was pre-arranged, and I was paid money to crash into the other car.”

57. In his oral evidence Mr Parmar said he had been involved in 8 accidents whilst employed by Tesco but only three had been genuine. Mr Parmar said he changed his account as he realised, he “had been stupid and I then had to tell the truth.” He denied he was under the influence of drugs when this accident occurred. He said that Nik and Dee had met him. He said he had not seen their car. He said they had told him the Blue BMW would be coming and he was to “reverse back.” He said he was sure it was the right vehicle as the vehicle registration was on the bump card which Nik and Dee had completed and he had been paid £200 for the accident. He said he had seen a man and a woman in the car when he had left his van for a cigarette.

The Bump card and handwriting evidence

58. Mr Parmar said he did not complete the Bump card. He said that had been completed by Nik and Dee. The relevant section is copied below:

COMPLETE ALL DETAILS CLEARLY AND IN BLOCK CAPITALS

Tesco Details	
Tesco Customer Delivery Driver's name	MARSH PARMAR PARMER
Tesco Store	6109 Postcode UB6 0TP
Tesco Vehicle Registration	BT15 VLA Make/Model
Third Party/Property Details	
Driver/Property Owner Name	MUSTAFA ALI
Occupation	
Address	16 JOHANNES HOUSE
Post Code	N22 8EG E-mail address
Contact Phone Number	07840521001 Mobile LR1TC
Vehicle Details: Vehicle Make	Bmw Vehicle Model 3 Vehicle Colour BLUE Vehicle Reg. LR17C
Collision Time (24hr Clock)	21.43 Collision Date 3 1 8 17
Description of damage (to Tesco vehicle)	
Description of damage (to Third Party vehicle/property)	N/SK VINT / MSR Door NSF / 20
Number of persons in Third Party vehicle (including driver)	?

59. The “Bump card” collision report was examined by Ms Karen Caramiello, Forensic Scientist, in the field of handwriting and document examination. She provided her expert opinion on the handwriting contained within the Collision Report Form in her report dated

13th September 2021. Ms Caramiello examined Mr Parmar's handwriting and the bump card, as well as the handwriting on the bump cards from cases 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 25 and 28.

60. Ms Caramiello's opinion is as set out in her statement endorsed with a Part 35 statement of truth. She concluded at paragraph 17 in respect of the writing on those bump cards that there was "strong evidence to support the proposition that those entries ... were made by one person..... and limited evidence that Manish Parmar made this writing."


Hano Autos

61. In the Replies to Request for Further Particulars dated 9th May 2020 Ms Yaman said Hano Autos had been recommended by "a friend" and in relation to the incident she also phoned a friend who recommended Hano Autos. She said the BMW had been taken to 2 Creek Road.
62. In her witness statement Ms Yaman said Hano Autos were first recommended to her by a friend. In her oral evidence she said she used to operate a removal firm and she had used Hano Autos for repairs and maintenance. Ms Yaman said she had never been to the garage but had left the arrangements to her husband. She agreed she had a business relationship with Hano Autos over several years from 2014 -2019. She said this was because their prices were very reasonable.

Damage to the vehicle

63. Mr Kemp of Blake assessors prepared a report listing the repair schedule, cost of repairs and providing a sketch of the impact damage:

We refer to your instructions received on **07 August 2019** and we confirm that we have attended at **Hano Autos, 2 Creek Road, London, SE8 3EL** on **08 August 2019** and we are pleased to report our findings as follows;

Vehicle: BMW 320D M SPORT AUTO	Colour: BLUE	Speedo: Unknow	Miles
Reg No: LR17OBT	Registered: Mar 2017	Type: 4 Door Saloon	Trans: Automatic
Vin No: WBA8C52050K839941	R/H/F Tyre 5	R/H/R Tyre 5	
Mods: None	Cond: Average	R/H/F Belt Fitted	R/H/R Belt Fitted
Audio: Standard	Manfd: 2017		Spare Tyre
Brakes: Satisfactory	Taxed:		Centre Belt
Steering: To be checked	Fuel: Diesel		Fitted
Extras: None	C.C.: 1995	L/H/F Belt Fitted	L/H/R Belt Fitted
Air Bags Deployed: Not Deployed	BHP: 188	L/H/F Tyre 5	L/H/R Tyre 5
Damage: Moderate Collision/Impact LH Side	Incident: 03/08/2019		
Vehicle Value: £18,000.00	Repair Cost: £13,036.56 inc VAT	(72.43% of PAV)	Roadworthy: No

NATURE OF INCIDENT

The vehicle has suffered moderate collision/impact damage to the left hand side.

VEHICLE HISTORY CHECK

07/08/2019 - We confirm having checked this vehicle on the Experian AutoCheck database and there is no record of any adverse history.

REPAIR SCHEDULE

New parts required:-LHF Door, LHF Door Seal, LHF Door Lock & Striker, LHR Door, LHR Door Seal, LHR Door Hinges, LHR Door Window Regulator, Lh B Pillar, Lh Inner B Pillar, LHR Quarter Panel, LHR Lamp, Rear Bumper, Rear Bracket, LHR Alloy, LHR Tyre
Specialist/Sundry charges:-Epa, Wax, Car Care Kit, Methods Research, Pre & Post Sweep, Geometry, System Reset, Jig Alignment

COST OF REPAIRS

No estimate has been obtained for repairing the vehicle but, subject to further damage found during dismantling, we have calculated the time involved in such a repair and we consider that a reasonable labour charge would be £2,695.00. The cost of the paint and materials would be £1,883.90. The cost of the replacement new parts would be approximately £5,902.65. The specialist/sundry charges would be £382.25, and the VAT liability on the total would amount to some £2,172.76 giving a total repair cost of £13,036.56 including VAT, plus an outstanding recovery charge of £295.00. The labour charge is based on 49 hours at a rate of £55.00 per hour.

PRE-INCIDENT CONDITION

The vehicle was found to be in average condition for its age and type.

PRE-INCIDENT VALUE

According to the information available to us the vehicle was first registered in 08/03/2017. The corresponding Guide retail value for vehicles of this type and age in the August 2019 guide is £18,600.00 at 28000 Miles, trade value is £16,000.00 and mid value is £17,300.00. We place the pre-accident value of this particular vehicle at £18,000.00 bearing in mind the condition described herein. **We would emphasise that this figure is subject to consideration of the vehicle registration documents, purchase invoice and any relevant service records confirming the recorded mileage and vehicle details as contained in this report. Our valuation is also subject to the usual vehicle checks via HPI And MIA FTR**

- 64. Mr Kemp also provided 20 photographs which were subsequently examined by Mr Etherington.
- 65. Mr Etherington in his report dated 6th June 2022 identified seven areas of damage to Ms Yaman’s vehicle: 1. The horizontal dent to the nearside roof rail. 2. The forward section of the nearside rear door. 3. The rear section of the nearside front door. 4. The rear bumper. 5. The light horizontal scratches on the nearside rear quarter panel leading into the nearside rear lamp. 6. Horizontal impact profile to the rear wheel arch. 7. The rear edge of the nearside rear door.
- 66. Mr Etherington considered the compatibility of damage and concluded:

“(3.1.2) There are four different damage profiles on the side of the BMW. I have listed these below with my comments.

(3.1.3) There is light vertical dent on the nearside roof rail. This has been caused by an impact from above to the edge of the roof. The dent is consistent with the edge of the roof being struck with an instrument with a straight edge. This dent has not been caused as a result of any contact with the Tesco Iveco.

(3.1.4) The next area of damage is on the forward section of the nearside rear door and the rear edge of the front door immediately behind the handle. There are three identifiable separate impacts into the doors.

(3.1.5) There are no horizontal lead in or lead out contact marks in these separate areas of damage to the door and these three areas of damage are consistent with being incurred when the BMW was stationary.

(3.1.6) There is nothing on the rear body profile of the Tesco Iveco that would be consistent with causing these different types of impact damage into the door panel. These separate impact areas are not compatible with being caused as a result of contact with the Iveco.

(3.1.7) These areas of damage are more consistent with deliberately inflicted damage to the door by striking the door in in the three areas of maximum deformation.

(3.1.8) The next area of damage is the light horizontal scratches that commence behind the nearside rear door handle and pass through the quarter panel onto the outer face of the nearside rear lamp.

(3.1.9) Comparison with the sample BMW illustrates that this damage would be at a height between 80 and 90 cm from ground level.

(3.1.10) There is nothing at that height, or anywhere, on the Tesco Iveco that could cause this horizontal array of light scratches on the BMW quarter panel.

(3.1.11) I have considered the horizontal impact profile on the BMW door and wheel arch.

(3.1.12) Using the sample BMW, I have established that this horizontal impact profile would be between 60 and 65cm from ground level.

(3.1.13) The sample Tesco Iveco measurements illustrates that this would be between the upper and lower profiles of the rear crossmember on a Tesco Iveco.

(3.1.14) While this damage height is not obviously compatible, I have considered if the upper or lower profile of the crossmember could have been at a matching height if other unknown variables such as loading, road surface undulations, tyre pressures etc had an influence on the vehicle heights and I cannot rule out this possibility.

(3.1.15) One additional discrepancy in this damage to the BMW is that if this damage were caused by contact with the rear crossmember on the Tesco Iveco there would be two parallel contact areas the same distance apart as the upper and lower profile on the rear crossmember. The photographs illustrate that there is only one horizontal contact to the door and wheel arch.

(3.1.16) If this area of the BMW did contact the end of the crossmember on the Iveco then I would have expected there to be damage in two places as the light bar forms a U shape profile and if the lower profile of the light bar contacted the wheel

arch, then the upper part of the light bar should have contacted the BMW higher up.

(3.1.17) If the alloy light bar on the Iveco did cause this damage to the BMW, then there would have been some damage to the light bar and it would probably have been distorted forwards.

(3.1.18) After considering these profiles of the damage on the BMW and the rear body profile on the Iveco and the discrepancies in the heights and the absence of any damage further up that would be caused by contact from the upper U profile on the rear crossmember, I have concluded that on the balance of probability this damage to the rear edge of the door and the quarter panel would not be consistent with being caused as a result of either rear corner of the Iveco.

(3.1.19) I have considered the damage to the BMW bumper as illustrated in the photographs. The direction of the bumper bracket fracture indicates that this has occurred as a result of the bumper being pulled outwards not rearwards.

(3.1.21) There is no damage to the forward edge of the bumper which would be consistent with any contact between the bumper and the Iveco.

(3.1.22) The absence of any contact damage to the bumper forward edge or outer face leads me to conclude that this bumper bracket fracture was not caused as a result of contact with the Tesco Iveco, and it could be deliberate damage caused by pulling the edge of the bumper outwards.

(3.1.23) The damage to the alloy wheel spoke is too low down to be contacted by the rear profile of the Tesco Iveco.

(3.3.3) I am of the opinion that the damage to the BMW nearside roof rail, the forward section of the nearside rear door, the rear section of the front door, the rear bumper and the light horizontal scratches on the nearside rear quarter panel leading into the nearside rear lamp have not been damaged as a result of contact with the Tesco Iveco because the damage profiles are completely different and these areas of damage on the BMW cannot have been caused as a result of contact with the rear body profile of a Tesco Iveco.

(3.3.4) I am of the opinion that the horizontal impact profile to the rear wheel arch and rear edge of the nearside rear door is not obviously consistent, but I cannot rule out the possibility that contact has occurred with the end of the alloy crossmember on the Iveco. I am of the opinion that this area of damage is unlikely to have occurred in this incident, because of the discrepancies in the heights and profile but I cannot rule out the possibility.”

67. In his oral evidence Mr Etherington said he had not conducted a physical examination of either vehicle. He said he had only been able to identify one area of damage which could be consistent with the BMW coming into contact with the Tesco van. He said that following his report he had reviewed the photographs produced by Mr Zada and Ms Yaman and his opinion remained unchanged.

Similar fact evidence

68. Graham Douglas provided two witness statements setting out details of the linked cases and the links relating to this claim. Those links were summarised by Mr Pulford and are attached as Appendix 1 to this judgment. Tesco also helpfully reproduced the links in pictorial format, and these are annexed at Appendix 2.
69. In his oral evidence Mr Douglas accepted that the only direct connection to Ms Yaman and Mr Zada was by reason of Mr Parmar and the use of Hano Autos. In his closing submissions Mr Pulford confirmed Tesco principally relied upon the links in respect of Mr Parmar and the other accidents, which Mr Parmar said were staged and the links flowing from Hano Autos.

Submissions

70. Ms Howell's primary submission was Mr Parmar's credibility. Ms Howell placed emphasis on Mr Parmar's admitted drug habit and the complete volte face in relation to his evidence in respect of this accident. She said Mr Parmar's evidence was riddled with discrepancies and alterations such as the positioning of Nik and Dee, where their Mercedes was located, whether he had seen the Blue BMW and whether Mr Parmar had exited his vehicle. Ms Howell contended that the photograph produced by Ms Yaman proved Mr Parmar was mistaken when he said he had remained in his vehicle throughout. Ms Howell submitted his evidence was so unreliable it should be rejected. Ms Howell also maintained the expert evidence in respect of the bump card was not conclusive.
71. Ms Howell submitted Mr Parmar has simply crashed into the wrong vehicle and that Ms Yaman and Mr Zada were innocent parties who were not involved in any conspiracy.
72. Mr Pulford said this was not an isolated accident with its own individual factual components but one of a series of similar cases. He said this was a prestige vehicle, which had an accident at night, on a residential street, sustaining damage to its side caused by a reversing Tesco van. Mr Pulford said that those same facts had occurred in four other cases; 4,5,6 and 16. Further Mr Pulford said that in 21 crashes with Tesco drivers the driver had been reversing and in 10 crashes the vehicle had been allegedly taken to Hano Autos at 2 Creek Road, when just as in this case ,the vehicle was taken to Belvue Road at a business address linked to Mr Noel Khuashaba. Mr Pulford also said that in another 12 crashes the Tesco van had been proceeding from the minor road onto the main road.

73. Mr Pulford said that Ms Yaman's and Mr Zada's motive was to secure compensation. Mr Pulford contended that Ms Yaman and Mr Zada had the means to manufacture a crash given their long relationship with Hano Autos.
74. In relation to the accident Mr Pulford submitted the evidence from Ms Yaman and Mr Zadar was not credible. He said they had tried to obscure the location by reference to a main road and had been muddled in their reference to Hayes and Uxbridge. He said they both maintained the BMW was moving when the expert evidence established the vehicle damage could not have been sustained in such circumstances.
75. Mr Pulford submitted the evidence at the scene; the bump card and the photographs further undermined the evidence of Ms Yaman and Mr Zada. Mr Pulford said that the name of the driver was crossed out 3 times and Mr Parmar's name spelt incorrectly which was consistent with Mr Parmar's evidence he did not write it. Mr Pulford asserted the photographs allegedly taken at the scene showed the vehicle in a parking bay which was inconsistent with the road layout.
76. Mr Pulford said that whilst Mr Parmar may have taken drugs and lied on prior occasions his evidence was credible as it aligned with other evidence, and it should be accepted as a true account of what had occurred.

Preliminary matters

77. In considering the account of the accident I was invited by Mr. Pulford to draw an adverse inference from the failure to call certain witnesses on the part of Ms Yaman and Mr Zada. Mr Pulford referred to the case of Wiszniewski (a Minor) v Central Manchester Health Authority (1998) EWCA Civ. 596 where Roche LJ held:

“In certain circumstances a court may be entitled to draw adverse inferences from the absence or silence of a witness who might be expected to have material evidence to give on an issue in an action. If the court is willing to draw such inferences they may go to strengthen the evidence adduced on that issue by the other party or to weaken the evidence, if any, adduced by the party who might reasonably have been expected to call a witness. There must, however, have been some evidence, however weak, adduced by the former on the matter in question before the court is entitled to draw the desired inference. In other words, there must be a case to answer on that issue. If the reason for the witness's absence or silence satisfies the court then no such adverse inference may be drawn. If, on the other hand, there is some credible explanation given, even if not wholly satisfactory, the potentially detrimental effect of his or her absence or silence may be reduced or nullified.”

78. Ms Yaman and Mr Zada did not call any evidence from the friends they had been with that evening nor from the individual they were intending to interview. Ms Yaman said she had tried to contact Camellia but to no avail. Ms Yaman refused to identify her friends. Ms Yaman also refused to identify from whom she had received the recommendation in respect of Hano Autos. In my view the evidence on this aspect was unsatisfactory and the approach from Ms Yaman positively obstructive. However, on the central issue of the accident itself I find the absence of these witnesses of little assistance when reaching my determination.
79. During the course of his evidence Mr Zada stated on more than one occasion that if there was any confusion in respect of his answers this was because English is not his first language. Whilst English may not be Mr Zada's first language Tesco offered to pay for, and arrange, an interpreter to assist Mr Zada on 17th October 2023 to prevent any such difficulty and he declined. I am satisfied Mr Zada was therefore given every opportunity to tender before this court his best evidence. I also do not consider that any of the perceived difficulties were caused by any language barriers; to the contrary I consider it was used by Mr Zada as a convenient shield.

Findings

80. The start and end point of this case rests with two pieces of objective evidence both produced by Ms Yaman and Mr Zada; the bump card and their photographs.
81. The bump card was given to Mr Zada at the scene. Ms Yaman accepted the driver's name was crossed out on the card and that Mr Parmar was incorrectly written as "Mr Parmer." I consider she then tried to obfuscate whether it had been Mr Parmar by saying she "thought he had hair." In my view that was the only piece of true evidence from Ms Yaman. I find it inconceivable Mr Parmar would not know his own name or that he would spell his own name incorrectly. The person who handed over the card may well have had a full head of hair because I find it was not Mr Parmar, but either Nik or Dee, who wrote that card. I find there was confusion as to the name and how to spell it because someone other than Mr Parmar wrote it. My view is fortified by the evidence of the handwriting expert, Ms Caramiello. She concluded there was strong evidence that a whole series of bump cards involving Mr Parmar and other drivers were completed by one person.
82. The second piece of objective evidence is the photographs that Mr Zada took at the scene. There were four in total, but I have reproduced the crucial photograph at paragraph 51 of

this judgment. Ms Yaman and Mr Zada were clear in their witness statements the photographs had been taken at the scene. Ms Yaman agreed she had never left the vehicle, but she was certain in her oral evidence Mr Zada had taken photographs of the vehicle at the scene. Even when Ms Yaman was shown the accident location on the screen in court, and the discrepancies in the road markings were drawn to her attention and the reflected cars, she remained adamant they were taken at the scene.

83. Initially Mr Zada maintained the same account. He said he had taken the photographs whilst Mr Parmar was obtaining the bump card. He said “it was taken where the accident happened. I was the one who took the photograph.” He was then asked directly about the photograph shown in paragraph 51 of this judgment and the presence of the white line and cars. He then said the photograph was taken at the hospital and that perhaps Ms Yaman had not disclosed all the photographs.

84. I consider that not only was the immediate change in Mr Zada’s evidence significant, but I find its timing was also significant. Mr Zada was present in court when his wife was cross-examined. He knew the photograph allegedly taken at the scene was inconsistent with the road markings. I find he too tried to obfuscate the true position initially by standing by his evidence. I then find that having had the overnight adjournment to consider matters he then alighted on the explanation the photograph was taken in a hospital bay.

85. I am satisfied those photographs were produced in an attempt to maximise the amount of compensation Tesco were obliged to pay in this case. There are no single white lines on Chinnor Crescent. I find the photographs were not taken at the roadside, as is apparent from the single white line and the reflected cars. I consider at some point, before or after this crash, the photographs were taken after some person, known to Ms Yaman and Mr Zada had taken a hammer, or some such like tool, to the rear door back panel. The photographs were taken in a loading bay, probably in a garage, and it is only due to the forensic work of Tesco’s lawyers, the truth has prevailed. The photographs were not taken at the scene and Ms Yaman and Mr Zada lied when they asserted, they had in their witness statements, and when they gave oral evidence.

86. My clear findings are strengthened by other aspects of the evidence. First, there was the evidence of Mr Etherington. He prepared a comprehensive report dated 6th June 2022 comprising 53 pages. I have considered it, and the accompanying photographs, with care. I have also had regard to Mr Etherington’s considerable experience which is set out at

Appendix 1 of his report. In my view his independence is confirmed by his split of instructions for 2021/22 of 56% claimant, 43% defendant and 3% single joint.

87. I also had the benefit of Mr Etherington's evidence in the witness box. Mr Etherington said that his findings were not affected by the absence of a direct examination or any marginal differences with the BMW. I found him an impressive witness. When he was asked about the damage shown in the photograph in paragraph 51 of this judgment and the photographs, he examined in his report, he was clear and unequivocal that the same damage was exhibited in the photographs contained in his report. In his report in relation to this damage he said there were no horizontal lead in or lead out contact marks in the separate area of damage and the damage was consistent with the BMW being stationary. I sought clarification in respect of his conclusions at paragraphs 3.1.6 and 3.1.7. and in particular photograph 16 in respect of that damage as appears below:



88. Mr Etherington told me the damage caused in that photograph was caused with a heavy instrument such as a hammer. In short it could not possibly have been sustained in this accident as the vehicle was stationary and the damage inflicted by manual application. Inconsistent damage is a feature of other linked cases namely cases 1, 2,3,4,6,9,11,13 and 16.
89. Based on Mr Etherington's evidence there was also damage to the roof of this vehicle. I accept that neither Mr Zada nor Ms Yaman produced a roadside photograph of roof damage. Thus, in ordinary circumstances that could be a finding which had no material bearing on the accident and perhaps, as Ms Howell sought to contend, it was sustained at the garage. However, I find it is material because damage to the outer roof rail is also reported in linked cases 1, 2, 6, 9, 13 and 16.

90. I found Mr Etherington's report and his oral evidence extremely persuasive cogent compelling evidence. I have no hesitation in accepting the entirety of his evidence which is entirely supportive of my findings on the objective evidence.
91. In the light of my findings, I can deal with other aspects of the evidence relatively briefly. I have considered Mr Parmar's evidence very carefully as he admits perverting the course of justice and other criminal offences. I am also aware the Part 20 proceedings against him have been stayed. Whilst there were discrepancies in Mr Parmar's evidence on the central aspects, I am satisfied he was telling me the truth when he gave his oral evidence. He may have lied in the past, committed offences and taken drugs but I do not consider that diminishes what can only be described as his "confession evidence." I am satisfied that evening he was phoned by Nik and Dee and he met them as arranged. I am satisfied Nik and Dee identified Ms Yaman's BMW and asked him to reverse into it. I am satisfied when Mr Parmar did so the BMW, was not moving, but was stationary. I am satisfied Mr Parmar did not complete the bump card. I am satisfied he saw a man and a woman in the Blue BMW. I am satisfied Mr Parmar was paid to crash into the Blue BMW and it was not a mistake. I find it was a deliberate act and that Mr Parmar had hit the correct vehicle is proved by his evidence he received £200 for doing so. His evidence is also consistent with the evidence of Mr Suleman, Mr Salazar, Mr Palenta that Tesco Greenford depot drivers were deliberately targeted by persons unknown to be involved in stage- managed crashes.
92. I find Ms Yaman and Mr Zada from the outset constructed a fairy tale and their reluctance to identify the friends they had visited, or the person they were supposedly going to interview at 10 pm, are a figment of their imagination. I find they invented those individuals because they were desperately trying to explain why they were randomly driving along Chinnor Crescent. Thus, their explanation during oral evidence that their presence on that random side crescent was the fault of the satellite navigation. Their account was littered with minor evidential difficulties such as the reference to a "main road" and "Hayes or Uxbridge" and whether Mr Parmar reversed out of a "no exit" or "no entry" road. The errors betrayed the reality. The truth was they had no purpose to be in that crescent save, to conspire and work with others, to defraud Tesco. Like other linked matters they chose a quiet residential road, late in the evening. If that were not enough on their own evidence, they were in conflict as to their speed whether it was 5-10mph or over 20mph. However even on their own evidence they should have had a clear view of the Tesco van on approach to the junction, but both denied it. In my view Mr Zada tripped over his own lies in the witness box when he initially said that the Tesco van was

“stationary on the other side and you could not see it.” He was then asked by Mr Pulford how he had known the vehicle was stationary if he had not seen it. I find Mr Zada realised his error so on three occasions he failed to answer the question and then said that he had not seen the vehicle. Mr Zada then tried to explain away his evidence by blaming his “lack of English.” I reject that assertion. I find his error accords with the evidence of Mr Parmar. Mr Parmar was parked up waiting for them to arrive.

93. The vehicle was not taken to Hano Autos at 2 Creek Road. The photographs from Blake Assessors show that the vehicle was examined at Belvue Road. This is a garage operated by Noel Khuashaba. The false report of the location of the storage and inspection of the vehicle occurs in cases 1, 2,4,5,6,13,16,19 and 29. I find that the reason a false location was given was in the hope this would obscure the connections between 7 Belvue Road with Niaz/ Awara Saleh/ Awara Mario and the links and connections with cases 11, 6, 16 and 30 as is clear from the Similar Fact Evidence. I believe Ms Yaman also sought to avoid association with those links by her bizarre evidence that when she had said in the Replies to Request the recommendation to use them that evening came from a “family member” she did not mean family but just a friend of her husband, whom he treated as family. I find in all likelihood the missing name was one of those now identified in the Similar Fact Evidence.
94. Ms Yaman and Mr Zada have a long relationship with Hano Autos and yet they produced no documentation from them in relation to the storage of the vehicle and its subsequent repair. I accept the burden is not on them to prove the case, but had they incurred genuine storage charges and repair costs in my view it would have been a simple matter to secure such evidence. I do not consider their absence can properly be explained by any alleged change of ownership. I find the absence of that documentation lends further support to my findings.
95. I find Ms Yaman and Mr Zada wanted to change their car and saw a manufactured crash as a means to do so. I find the fact one of them sought to ascertain the cost of paying off that agreement three days before the incident no mere “coincidence” as Ms Yaman would have me believe. They have everything to gain from a crash as they had GAP insurance. The finance agreement was for £21980.52. Ms Yaman received £13,600 for the vehicle and therefore she would have received £8,380.52 from her GAP insurers thus a total of £24,580.52. In addition, she received £2600 for her personal injury and Mr Zada £2910. They also both had the use of a Mercedes Benz for some 27 days. All these were material advantages such that I find Ms Yaman and Mr Zada deliberately allowed Mr Parmar to

crash into their vehicle. I find it was not moving at the time as there is no evidence to support that assertion. Indeed, the expert evidence supports the vehicle being stationary. I find that is why they were prepared to sit in it as there was no risk to their unborn child, whose imminent birth, they have tried to use as a cloak to hide the truth. This accident was entirely stage- managed.

96. Finally, on any account both Ms Yaman and Mr Zada have been unfortunate in respect of the number of accidents they have suffered prior to this matter. In some respects that is unremarkable as they could just have been unfortunate. However, one accident in my view is further evidential support for Tesco's contention this was a stage-managed crash. In 2016 Mr Zada made a claim for personal injury and credit hire charges when the wing mirror of a bus hit his vehicle. When the insurers challenged his account on causation, he did not pursue his claim. In short Mr Zada is not shy from advancing a dishonest claim.

Conclusion on liability

97. I find that based on the evidence of Mr Suleman, Mr Salazar and Mr Palenta Tesco drivers were being targeted to have staged crashes for cash payments I am satisfied Ms Yaman, Mr Zada and Mr Parmar, with others unknown, worked together to create what on the surface looked like an accident. They chose a quiet crescent late at night when they hoped there would be little traffic and no pedestrians to witness their activity. On the evidence of Mr Etherington, the vehicle did not sustain any damage, which could have been sustained in the crash if the vehicle was moving. There is also extensive claimed damage which I find has been caused by a heavy blunt instrument when the vehicle was stationary. I find the entirety of the claim to be a total sham. I find Ms Yaman, Mr Zada and Mr Parmar contrived together with others for the sole purpose of unlawfully extracting compensation from Tesco.
98. I have made clear findings of fact in respect of the accident circumstances and found that it was stage-managed.
99. On my findings Ms Yaman made false statements of fact knowingly when:

1. Ms Yaman sent a Claim Notification Form dated 12.09.2019 in which she asserted:

“Our client was a passenger in a vehicle correctly proceeding along Bledlow rise when the third party driver suddenly reversed their vehicle and collided into our client drivers vehicle....

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

2. Ms Yaman submitted a Claim Form and Particulars of Claim in which she alleged the following statements of fact:

“6. On 3rd August 2019 on Chinnor Crescent, Greenford a collision occurred between the two said vehicles. The circumstances of the accident were that the 1st Defendant reversed out of a side road and collided with the claimant's correctly preceding vehicle.

7. The accident was caused or contributed to by the negligence of the 1st Defendant”.

3. Ms Yaman submitted a medical report by Dr Irfan Akhtar , in which she alleged:

“... the vehicle was moving slowly. It was hit on the passenger side...
The claimant is unsure how much damage was caused to the vehicle. She is not sure whether it has been repaired. The claimant recalls being thrown mainly forwards during the impact...
suffering with “neck pain and stiffness”, “pain in the thoraco-lumbar spine....
2 days time off work.....prevention of sports and leisure activities.”

100. I find Ms Yaman made false statements to Tesco regarding the facts and cause of the accident. Ms Yaman asserted losses in respect of personal injury and damage to her vehicle and in so doing has made fraudulent misrepresentations to Tesco.

101. Mr Zada made false statements of fact knowingly when:

1. Mr Zada sent a Claim Notification Form dated 14.08.2019 in which he asserted :

“Our client was correctly proceeding along Bledlow rise when the third party driver suddenly reversed their vehicle and collided into our client drivers vehicle....

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

2. Mr Zada submitted a medical report by Dr Irfan Akhtar in which he alleged:

“... the vehicle was moving slowly. It was hit on the passenger side....

The claimant is unsure how much damage was caused to the vehicle. He is not sure whether it has been repaired. The claimant recalls being thrown mainly forwards during the impact...
suffering with “neck pain and stiffness...pain in the thoraco-lumbar spine...soft tissue injury to the right thigh/hip....
ongoing time off work....prevention of sports and leisure activities.”

102. On my findings Mr Zada made false statements to Tesco regarding the facts and cause of the accident. Mr Zada asserted losses in respect of personal injury and damage to the vehicle and in so doing has made fraudulent misrepresentations to Tesco.
103. The statements of fact are untrue because the accident was not caused by negligence but was a contrived crash caused by Ms Yaman and Mr Zada’s intentional acts in conjunction with Mr Parmar and persons unknown. They both knew that by orchestrating the collision the statement of facts made were untrue. I am satisfied they both intended Tesco to act upon those statements of fact; by the submission of court documents through the online Portal and then proceedings with a Statement of Truth.
104. I am satisfied Tesco have suffered damage. They paid sums on account to both Ms Yaman and Mr Zada. Further, I have considered the evidence of Mr Maberly. I am not persuaded that just because Tesco employ persons in any event to investigate fraud that should reduce the damages. I am satisfied Tesco are entitled to recover the sum of £1023.85 from Ms Yaman and £1023.85 from Mr Zada for the work incurred by Tesco investigating their fraud. On the evidence of Mrs Hawkins Tesco also updated their vehicles with all round cameras as a result of this investigation, which is further, albeit unspecified, loss.
105. In terms of the tort of Conspiracy on my findings Ms Yaman, Mr Zada and Mr Parmar have worked with others unknown to cause a collision intentionally. This meets the test for a combination, agreement or understanding. They did so, for the reasons I have already given, with the deliberate intention of injuring Tesco.
106. I am satisfied Ms Yaman and Mr Zada did so unlawfully by pursuing dishonest claims as per Howlett v Davies [2017] EWCA Civ 1696. In my view nothing can be more fundamental to a claim than its manufacture.
107. I am also satisfied Ms Yaman and Mr Zada used unlawful means when they caused damage to Tesco’s property: Criminal damage- under section 1 of the Criminal Damage Act 1971 which provides:

“A person who without lawful excuse destroys or damages any property belonging to another intending to destroy or damage any such property or being

reckless as to whether any such property would be destroyed or damaged shall be guilty of an offence.”

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

“(1) A person to

(a) dishonestly make a false representation, and

(b) intend, by making the representation—

(i) to make a gain for himself or another, or

(ii) to cause loss to another or to expose another to a risk of loss.

(2) A representation is false if—

(a) it is untrue or misleading, and

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

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

(a) the person making the representation, or

(b) any other person.

(4) A representation may be express or implied.

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

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

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

Damages

111. Tesco are entitled to recover the sums they have paid on account namely £13,600 for the vehicle damage and the sums paid on account of personal injury together with associated legal costs; £3416 paid to Ms Yaman and £3726 paid to Mr Zada. They are also entitled

to recover the sums for the loss directly incurred by Tesco in respect of the investigation which is £1023.85 each for which they are jointly and severally liable.

112. Tesco also seeks an award of exemplary damages. Mr Pulford relying on Axa Insurance Plc v 1) Financial Claims Solutions 2) Mohammed Aurangzaib 3) Hakim Mohammed Abdul [2018] EWCA Civ 1330 asked me to make an award of £15,000 for exemplary damages against each party. Ms Howell submitted the award should be no more than £1,000.

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

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

114. In that case one of the Respondents acted as if it were a firm of solicitors authorised to conduct litigation, which it was not, thereby committing a criminal offence under s14 of the Legal Services Act 2007. The Court of Appeal described the fraud itself as “sophisticated, well-planned and brazen” which “involved serious abuse of the process of the court.” It involved fictitious credit hire documents and medical reports in relation to five claims in respect of two separate accidents with two Axa insured drivers. Axa refused indemnity in each case. There are therefore some similarities but also differences with the instant case. The Court of Appeal was primarily concerned with the principle of making such an award but made an award of exemplary damages of £20,000 in respect of each of the three Respondents. Whilst Mr Pulford said the case is a “useful high watermark” I do not consider the decision should be taken as setting any particular benchmark. In every case it is for the judge to assess the extent of the outrageous conduct. However, any decision as to the amount of damages must be principled and proportionate as per Arden LJ in Ramzan v Brookwide Ltd [2011] EWCA Civ 985 at paragraph 82.

115. In stage managing this crash Ms Yaman and Mr Zada and others persuaded a Tesco employee, Mr Parmar, to join them in this conspiracy. They arranged for him to be paid for that “service.” Mr Parmar’s consequent action was a gross breach of trust which struck at the heart of Tesco’s business when their very business depends on its interface with their customers. On the evidence of Mrs Hawkins Tesco also updated their vehicles with all round cameras partly as a result of this investigation, which is a further, albeit unspecified, loss and an aggravating factor. Ms Yaman and Mr Zada either themselves or allowed another to take a heavy instrument to their own vehicle and damage it and then they repeatedly lied on oath as to the photographs they asserted were taken at the scene thereby contending that damage was sustained in the crash. They thereby wilfully claimed for damages which were never sustained in any road traffic accident never mind this stage-managed one. Ms Yaman and Mr Zada attested to facts on court documents which were manifestly untrue. That is a direct attack on the integrity of the justice system. Ms Yaman and Mr Zada also received substantial sums on account from Tesco and have thereby to date enjoyed the fruits of their sustained, calculated fraud. Ms Yaman also succeeded in fraudulently recovering a significant sum from her GAP insurers. Ms Yaman and Mr Zada also tried to avoid these proceedings by using their unborn child to deny that they could have stage- managed a crash. Mr Pulford described that as “mendacious wickedness and low wicked cunning.” I concur with that description.
116. However, what distinguishes this case and the other linked actions from other matters which have proceeded to the courts for exemplary damages award is the wholesale nature of the fraud and the extent of the conspiracy which is set out in the Similar Fact Evidence and fully illustrated in the attached diagram at Appendix 2. This is not a case of two accidents and five passengers as in Axa. This is a fraud and conspiracy of unprecedented scale which has engaged this court in five weeks of continuous Tesco litigation involving the consideration and reference to 31 related matters embodied in 60,000 documents. The sheer scale of the fraud must be reflected in the amount of exemplary damages awarded.
117. Ms Yaman and Mr Zada have not furnished this court with any information as to their income. Tesco sought an award of exemplary damages of £15,000 from each party. Whilst I take into account the representations, I do not consider that is sufficient to deter them, and others, from engaging in “cash for crash” fraud. I am satisfied that given the extent of the egregious conduct and given the extent of this conspiracy as set out in the Similar Fact Evidence Ms Yaman and Mr Zada should each pay £18,000.

118. There will be judgment for Tesco accordingly and I shall ask Counsel to calculate the appropriate interest in respect of the compensatory element.
119. Ms Yaman also received an insurance pay out from her GAP insurers. If her GAP insurers can be identified, they should be sent a copy of this judgment. I consider they should pursue Ms Yaman for their outlay as the payment was secured by false representations.
120. I cannot leave this judgment without reference to Mr Parmar. In the light of his clear frank admissions, I require Tesco to write to the Attorney General to investigate matters further and consider whether he should be prosecuted. Tesco will make it clear by that reference this is as per my direction, and they are required to do so, and the order will so reflect.
121. Finally, this case, and others, would not have been brought to light without the diligence and forensic work undertaken by those instructed on behalf of Tesco. It is to their credit that they have worked tirelessly to ensure all the evidence is put before the court in a comprehensive objective manner. Further they have complied with all my directions in relation to that presentation thereby ensuring all the parties have had every opportunity to consider it and respond accordingly. Their endeavours have also enabled me to release the judgment at the earliest opportunity. I am grateful for their assistance.

Appendix 1

SIMILAR FACT EVIDENCE

MANISH PARMAR

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

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

MOHAMMED NAMDAR

- 2.1. Manish Parmar drove into collision with Mohammed Namdar (Case 2) on 12.07.2019.
- 2.2. Manish Parmar admits the collision was staged intentionally.
- 2.3. Mohammed Namdar has the following connections and relevant links to this and other cases within the Linked Action:
- 2.4. Mohammed Namdar has been involved in three road traffic claims:
 - i. 11/08/2013
 - ii. 20/04/2019
 - iii. 12/07/2019 (Tesco collision)
- 2.5. In respect of the accident on 20/04/2019 (3 months prior to the Tesco accident) a DPA response was provided by Aviva. This response confirmed the following:
 - i. Mohamed Namdar was a passenger in a third party vehicle, LC67PKO. He intimated a claim for injury (page 1). Aviva's insured vehicle, M88 BWR had collided with the rear of LC67PKO.
 - ii. M88 BWR insured by Aviva was on the policy of R & A Repairs Limited of 100 Welley Road, Wraysbury, Staines-upon-Thames, TW19 5HF (page 31) under the policy number 100675201CMT.

- iii. The policy also provided insurance for other vehicles, including one with the registration W8 BWR.
- iv. Rinas Ahmed (Claimant in Case 16) is the director of R & A Repairs Limited.

SHAHIN MOURADI

2.6. Manish Parmar drove into collision with Shahin Mouradi, Tawfeeq Abdulwahid Tawfeeq and Jumana Nusseibeh (Case 7) on 05.10.2019. Shahin Mouradi has the following connections and relevant links to this and other cases within the Linked Action:

- 2.6.1. Manish Parmar admits the collision was staged intentionally in exchange for money.
- 2.6.2. Jumana Nusseibeh has prepared a witness statement in which she had detailed her knowledge of the intentional staging of the collision and her dishonestly reporting injuries and pursuing a dishonest claim.
- 2.6.3. The Claimant's Vehicle was subject to a finance agreement with Santander Financial Services. The payments were substantially in arrears.
- 2.6.4. On 04 October 2019 (one day prior to the index collision) Santander was notified that the Claimant's Vehicle had been involved in an accident and had been in a garage called 'Hagi' for two weeks. Santander's agent Towerhall was unable to trace the garage in question.
- 2.6.5. The Claimant's Vehicle underwent a successful MOT on 12 September 2018 at Safe Autos Unit 7c Abbey Estate, Mount Pleasant, Alperton, HA7 1RS. This is the same garage which carried out an MOT on the Claimant's vehicle in Case 3 and Case 31.
- 2.6.6. Prior to the index accident a successful MOT was carried out on the Claimant's Vehicle on 12 September 2019 at City Used Cars Limited, Johnsons Way, Coronation Road, Park Royal, London, NW10 7PF.

2.6.6.1. Johnsons Way, Coronation Road, Park Royal, London, NW10 7PF is the address of a business owned and run by the Claimant in case 9 Alexander Reed and Ghaith Al Waili.

2.6.6.2. Johnsons Way, Coronation Road, Park Royal, London, NW10 7PF is also the address for Logistic Solutions 613 Limited, the company in Case 23 (Ahmed Khalil) at which the Claimant's Vehicle was stored and inspected.

2.6.6.2.1. Logistic Solutions 613 Limited provided invoices with the address of "Unit 3 14-16 Wadsworth Road, Perivale, Greenford, UB6 7JD". This is not the registered address of Logistic Solutions 613 Limited; this is however the former registered addresses of BH Cars Limited a business directed by Biar Hawaizi.

BAKYIAR ABDULLA

2.7. Manish Parmar drove into collision with Bakyyiar Abdulla (Case 12) on 02.01.2020. Bakyyiar Abdulla has the following connections and relevant links to this and other cases within the Linked Action:

2.7.1. Manish Parmar admits the collision was staged intentionally.

2.7.2. Evans Harding and Bond Turner were instructed.

2.7.3. Bakyyiar Abdulla's vehicle a Vauxhall Insignia (BF66 BNA) was said to have been inspected at ROJ Motors, 20b Abbey Industrial Estate, Mount Pleasant, Wembley, HA0 1RE. This is the same inspection location as in:

- Case 11 Hashim Al Hashimi.
- Case 12 Abdulla
- Case 18 Hayder Mohamed.

2.7.4. Unit 9B Abbey Industrial Estate, Mount Pleasant, Wembley, HA0 1RE is the address of HS Motors Limited. This is the same address at which the storage

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

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

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

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

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

- i. That collision involved the same vehicle (BF66 BNA) which collided with Manish Parmar on 02.01.2020.
- ii. BF66 BNA was inspected by John Kemp of Blake Assessors on 15.07.2019 at Hano Autos, 2 Creek Road, London, SE8 3EL and was declared a total loss.
- iii. The claim was discontinued with no payments.

2.7.7. Bakyyar Abdulla brought a personal injury for an incident on 18/09/2009 in which he provided his address of Unit 22A Abbey Industrial Estate, Wembley, HA0 1NR.

2.7.8. A DPA response was provided by Tradewise on 02.07.2020 in which it confirmed that Bakyyar Abdulla has a motor trade policy with the give address as Unit 22A Abbey Industrial Estate, Wembley, HA0 1NR.

FLORIN DANILA

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

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

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

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

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

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

- 2.8.4. In Case 28 the Claimant Florin Danila, provided his address as Flat 14 Leemark House, Granville Road, Littlehampton BN17 5JS and the date of birth (16/02/1980).
- 2.8.5. Florin Danila in Case 28 brought a claim for vehicle damage, recovery and storage charges and credit hire charges.
- 2.8.6. Evans Harding Engineers is the company which inspected the vehicles in both Cases 25 & 28. This same company feature as the engineer for the Claimants in
- Cases 7, (the index matter)
 - Case 11,
 - Case 12,
 - Case 18, and
 - Case 32.
- 2.8.7. Prime Autocare is the garage at which the storage, recovery and repair took place in both Florin Danila cases, Case 25 & Case 28.
- i. Prime Autocare is the storage, recovery and repair garage used in:
 - Case 25 Danila
 - Case 26 Al Shamary.
 - Case 28 Danila.
 - Case 32 Uwe Kirschner.
 - ii. The registered company address for Prime Autocare is 203 The Vale, London, W3 7QS.
 - iii. Uwe Kirschner, the Claimant in Case 32 is the director of Car Care Motors Limited (now Muth'Hilah Limited) which shares the registered address of 203-205 The Vale, London, W3 7QS.
 - iv. Uwe Kirschner is also the director of Jag & Land UK Parts Limited which has a previous registered address of 14-16 Wadsworth Road, Perivale, UB6 7LD. This was the address given on the 'storage invoice' provided by JRJ Limited.

v. JRJ Limited features in:

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

2.8.8. Uwe Kirschner was involved in a road traffic accident on 09/09/2020. This collision did not involve a Tesco Vehicle. The 'Third Party' is detailed as 'Florine Danila'.

2.8.9. Florin Danila has also been in a road traffic accident on 23/10/2020 with Ali Al Shamary (Claimant in Case 26). Florin Danila's vehicle was inspected at 189d Brent Crescent (the address detailed on Prime Autocare's invoices).

i. The Tesco Driver in Case 26 is Reyhan Safi who is also the driver in:

- Case 6 Sayahi – 16/09/2019.
- Case 22 Yagli – 08/07/2019.
- Case 24 Garousi – 02/09/2019.

THE CLAIMANT'S VEHICLE

3. The Claimant's Vehicle (Blue BMW registration LR17 OBT) was subject to a hire purchase using finance obtained on 24.04.2018:

3.1. The cost of the vehicle was £21,980.52 with 36 monthly payments of £249.32.

3.2. The Claimant failed to notify Black Horse Finance that the Claimant's Vehicle had been involved in a collision or that it had been declared a total loss.

3.3. The Claimant sought settlement figures for her finance agreement on 10.09.2018, 10.09.2019 and 18.05.2020.

3.4. The Claimant's finance agreement was settled in full on 02.03.2021.

- 3.5. Blakes Assessor's report that the Claimant's Vehicle was allegedly stored and inspected at Hano Autos, 2 Creek Road London, SE8 3EL. This is disputed and dealt with at paragraph 55 below.

HANO AUTOS/ AWARA MARIO

4. Hano Autos 2 Creek Road, Deptford, SE8 3E is the alleged inspection locations provided by Blake Assessors in the following:

- i. Case 1 Mazlum Bahceci.
- ii. Case 2 Mohammed Namdar.
- iii. Case 4 Shireen Morgan.
- iv. Case 5 Shimaa Khattawi.
- v. Case 6 Adel Motlaghi Sayahi.
- vi. Case 13 Eda Yaman (the index matter).
- vii. Case 15 Bower Lally.
- viii. Case 16 Rinas Ahmed.
- ix. Case 19 Saman Hussain.
- x. Case 29 Monika Rogalewicz.

- 4.1. Hano Auto UK Limited is directed by Niaz Saleh who confirmed with Companies House he had changed his name from Awara Saleh to Niaz Saleh on 19.02.2015.

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

- 4.2.1. Hano Autos Limited's registered address is 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE.

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

- 4.2.2.1. Hano Autos UK Limited's registered address is also 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE and is directed by Niaz Saleh who filed a CH01 with Companies House having changed his name from Awara Saleh to Niaz Saleh on 19.02.2015.

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

4.3. The three apparently distinct companies; Hano Autos UK Limited, Hano UK Limited and Hano Autos Ltd all share directors in Niaz/Awara Saleh/Awara Mario and those companies share the following addresses:

4.3.1. Unit 4-6 Abbey Industrial Estate, Mount Pleasant, Wembley, Middlesex, HA0 1QT. This has been identified via a DPA response from AXA Insurance dated 18/05/2021 received in this matter Case 6 (Sayahi) in respect of a road traffic accident which occurred on 23/02/2020. The engineers report (prepared by Blake Assessors) indicates that Sayahi's vehicle was inspected at Hano Autos with a given address of Unit 4-6 Abbey Industrial Estate, Mount Pleasant, Wembley, Middlesex, HA0 1QT.

4.3.2. 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE (as set out above).

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

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

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

4.5. 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE (the address for Hano Autos UK Limited, Hano Autos Ltd and Hano UK Limited) is the former registered address of P&A Motors UK Limited which is directed by Arkan Ibrahim:

- 4.6. Arkan Ibrahim is the registered director of Alaska Motors t/a Lola Trading Limited with the former registered address of Unit 9a Abbey Industrial Estate Mount Pleasant Wembley HA0 1NR;
- 4.7. Awara Mario has a Facebook account in which he is friends with Nadim Jawaheri and on which he 'loved' a post made by Nadim Jawaheri.

NADEEM JAWAHERI

- 4.7.1. Nadeem Jawaheri is also 'friends' via Facebook with the following people:
- Adel Motlaghi Sayahi, Claimant in Case 6.
 - Omar Al Hashimi, who in turn is friends with Hashim Al Hashimi, Claimant in Case 11.
 - Rinas Ahmed (Facebook profile Rinas Osman), Claimant in Case 16.
 - Tariq Faris, Claimant in Case 30.

ROJ MOTORS

- 4.8. Unit 20b Abbey Industrial Estate, Mount Pleasant, Wembley, HA0 1NR is the address at which ROJ Motors is reported to operate from:
- 4.8.1. ROJ Motors is alleged to have provided storage and repair services in the following cases:
- i. Case 11 Hashimi Al Hashim.
 - ii. Case 12 Bakiyar Abdulla and
 - iii. Case 18 Waleed Hayder Mohamed.
- 4.8.2. ROJ Motors is not a limited company, therefore there is no information available on the Companies House database.
- 4.8.3. Online searches for ROJ Motors have produced no results whatsoever.
- 4.8.4. An invoice for storage and recovery charges from ROJ Motors has been provided in Case 11, Case 12 and Case 18 on which the contact number "02089031259" was provided.

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

4.8.5. Further matches also confirm an address of Unit 17 Abbey Industrial Estate Mount Pleasant, Wembley of JJ Motor Body Repairs.

4.9. A Google search for 'Roj Motors' returns no positive results and therefore no further information regarding the garage has been ascertained. A further Google search was carried out for '20b Abbey Industrial Estate' and a copy of the results are available.

4.10. A Google images show the address '20b' on the Abbey Industrial Estate.

4.10.1. There is no signage to confirm that Roj Motors operates from this location.

4.11. Unit 9B Abbey Industrial Estate, Mount Pleasant, Wembley, HA0 1NR is the address given for the storage and inspection location for the Claimant's vehicle in Case 3 and Case 20.

150 COLES GREEN ROAD, NW2 7JL

4.12. Unit 9a Abbey Industrial Estate Mount Pleasant Wembley HA0 1NR is the same address as HS Motors Limited which is the garage used by the Claimant in Case 20.

4.12.1. "HS Motorss Limited" is directed by Hayder Sharif (D.O.B. June 1989) and has a registered address of Unit 9b, Abbey Industrial Estate, Mount Pleasant, Wembley, HA0 1NR.

4.12.2. Hayder Sharif (D.O.B. June 1989) was also the director of Abbey Auto Sales Limited (09307575) at the registered address of Suite 21a Unimix House, Abbey Road, London, United Kingdom, NW10 7TR.

4.12.3. Haider Sharif (D.O.B. June 1989) was the director of Inter Car Solutions Limited. The registered address of Inter Car Solutions is 150 Coles Green Road, NW2 7JL.

4.12.3.1. 150 Coles Green Road, NW2 7JL, the address of Haider Sharif's company, is also the registered company address for Cars77 Limited, the director of which is Hashim Al Hashim, (Claimant in case 11).

4.12.4. Haider Sharif provides his correspondence address as Unit 9b Abbey Industrial Estate Mount Pleasant Wembley HA0 1NR.

4.12.5. Unit 9a Abbey Industrial Estate Mount Pleasant Wembley HA0 1NR is the same address as Dimaa Motors Limited which was the garage used in the present claim Case 3: invoice and recovery invoice.

NOEL KHUASHABA

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

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

aa. Club 10 Limited (Company Number 14001416).

bb. First Fast Repairs Limited (Company Number 11311526) is registered at Unit 4 Sabre House, 1 Belvue Road, Northolt, UB5 5QJ.

cc. Fast Ten Limited (Company Number 09788865) is registered at Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD.

dd. Fast Performance Limited (Company Number 09410193) is registered at Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD.

ee. B H Car Repairs Limited (Company Number 09128288) is registered at 44 Bideford Avenue, UB6 7PP.

ff. Expert Rock Limited (Company Number 09670400) and.

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

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

4.15.1. Noel Khuashaba is friends on Facebook with:

aa. Sebastian Rogaliwicz (the Claimant in Case 29)

bb. Biar Hawaizi.

cc. Greg Daniel Collins (the Facebook name for Gregorz Collins – the Claimant in Case 8)

dd. Ghaith Al-waili and Ghaith GhattMan Al Waili: and

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

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

GHAITH AL WAILI

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

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

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

i. Biar Hawaizi.

ii. Noely.88 an Instagram account linked to Noel Khuashaba.

- iii. Berkeley motors limited.
- iv. Vip_supercars.
- v. Itzmazzz – This appears to be the same Instagram account for Mazlum Bahceci but he has amended the profile name from @mazlumbahceci to @itzmazzz.

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

4.19.1. The Instagram account for Petrichor Designs Limited is @p.designsltd.

4.19.2. Petrichor Designs Limited is followed by the following Instagram accounts: -

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

4.20. The address for Wish Lounge, Unit 1 Belvue Business Centre Belvue Road, Northolt, UB5 5QJ is the address of B1 Capital Cars Limited which is controlled by Biar Hiawazi.

4.21. A search on Google for ‘Wish Lounge’ identified that the business appears to have moved premises to the address of Johnson House, Johnsons Way, London, NW10 7PF.

JOHNSON HOUSE / MARTAZA AL HAMADI

4.22. Perivale Motor Group's registered address is PMG House, Johnsons Way, London, NW10 7PF. Martaza Al Hamadi provided his correspondence address as 44 Bideford Avenue, Perivale, Greenford, UB6 7PP.

4.23. Martaza Al Hamadi was Director of Logistic Solutions 613 Ltd.

4.23.1. Martaza Al Hamadi is also listed as the Director of Perivale Motor Group.

4.23.2. 44 Bideford Avenue, Perivale, Greenford, UB6 7PP is the address for the following companies controlled by Noel Khuashaba, Biar Hawaizi, and Bower Lally as follows:

- i. B H Car Repairs Ltd
- ii. A1 Performance Solutions Ltd
- iii. B & L Bodywork Ltd

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

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

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

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

BIAR HAWAIZI

4.24. Biar Hawaizi is or has been the director of the following companies:

- aa. Eagle Coachcrafts 007 Limited (Company Number 06597739) previously had a registered address of 42 Bideford Avenue, UB6 7PP.
- bb. Antonella Wine Bars Limited (Company Number 07002654).
- cc. A1 Performance Solutions Ltd (Company Number 07002654) previously had a registered address of 44 Bideford Avenue, UB6 7PP.
- dd. BH Cars Limited (Company Number 09127857) is now registered at Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD.
- ee. BH Car Repairs Limited (Company Number 09128288) previously had a registered address of 44 Bideford Avenue, UB6 7PP.
- ff. Fast Performance Limited (Company Number 09410193) is registered at Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD.
- gg. B1 Capital Cars Limited (Company Number 09739859) is now registered at Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD.
- hh. Auto Empire Limited (Company Number 09961022) is registered at Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD.
- ii. Berkeley Motors Limited (Company Number 10472101) is now registered at Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD.
- jj. B1AR X Logistics Limited (Company Number 11309385) is registered at Unit 4 Sabre House, 1 Belvue Road, Northolt, UB5 5QJ.

4.24.1. B H Car Repairs Limited and Fast Ten Performance Limited were both directed by Biar Hawaizi and Noel Khuashaba.

4.24.2. B1 Capital Cars Limited (run by Biar Hawaizi) had a policy of insurance on which Vehicle registration KT15 USG was insured.

4.24.3. Alexander Reed (claimant in Case 9) purchased vehicle KT15 USG on 02 November 2018

4.24.4. KT15 USG is the vehicle Alexander Reed was driving in his collision with the Tesco Driver.

BOWER LALLY

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

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

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

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

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

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

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

- cc. B & L Bodywork Limited registered at the address of 44d Bideside Avenue, Perivale, Uxbridge, UB6 7PP which does not appear to exist.
 - However, upon searching the postcode it appears that the address is in fact 'Bideford Avenue UB6 7PP'.
 - 42 & 44 Bideford Avenue, UB6 7PP are registered office addresses for companies run by Noel Khuashaba and Biar Hawaizi as detailed above.

- dd. OK Valeting London Limited at the address of 36-39 The Green, Southall, UB2 4AN. The company remains active. Bower Lally is the sole director from the incorporation date until present.
 - OK Valeting London Limited featured in the recent claim by Bower Lally against Tesco, accident dated 21/02/2022.

4.27. 100c Welley Road, Staines, TW19 5HQ is the address of BL Motors Limited (run by Bower Lally) and is also the registered address of R & A Repairs Limited which is directed by Rinas Ahmed.

RINAS AHMED

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

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

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

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

- i. A DPA from Aviva reveals that M88 BWR is a BMW 120 with which Namdar collided in the Aviva incident on 20/04/2019. M88 BWR was added to the Aviva policy for R & A Repairs Limited on 12/03/2019 and was removed on 08/07/2019.

- ii. M88 BWR was also insured on an AXA Policy under policy number A19/07RR0073290 in the name of Bower Lally t/a B&L Motors' with an address of 4 Chatsworth Road, Hayes, UB4 9ES. The vehicle was marked as 'proposers own' and was insured on the AXA policy between 05/06/2019 and 06/06/2019.
 - iii. W8 BWR a Mercedes C220 AMG was insured on the R & A Repairs Limited policy over 2 periods as follows: 12/03/2019 until 18/03/2019 and 13/05/2019 until 12/06/2019.
 - iv. The same vehicle, a Mercedes C220 AMG registration number W8 BWR was also insured for Bower Lally t/a B&L Motors policy. The vehicle was marked as 'sales' and was insured on the policy between 22/02/2019 and 14/05/2019.
- 4.30. Rinas Ahmed and Bower Lally have therefore owned and insured the same vehicles M88BWR and W8BWR on policies of insurance.
- 4.31. R & A Repairs Limited is the name of the policy holder who collided with Mohammed Namdar – Claimant in Case 2 in his previous accident on 20.04.2019.
- 4.32. In Case 14 Bower Lally was driving a Mercedes Benz registration YE64 ZNT which he became the registered keeper of on 17.11.2014. Bower Lally entered into a finance agreement for the Vehicle on 20.05.2016.
- 4.32.1. On 16.01.2017 Bower Lally had a collision with a Tesco vehicle. Noel Khuashaba purchased the Mercedes Benz registration YE64 ZNT from Bower Lally on 31.03.2017.

MOUSA MOHAMAD ISSA

- 4.33. Sabichi House, 5 Wadsworth Road, Perivale, Greenford, UB6 7JD is the registered address of W3 Car Repairs Limited, a company directed by Mousa Mohamad Issa.
- 4.33.1. W3 Car Repairs Limited was formerly registered at 7 Essex Park Mews W3 7RJ.
- 4.33.2. W3 Car Repairs Limited was the garage in:

- i. Faris (Case 30) where the Claimant's vehicle was reported to be stored at W3 Car Repairs Limited 7B Essex Park Mews W3 7RJ as was confirmed in the Claimant's engineers (Blakes Assessors) report.
- ii. Nour (Case 27) where the Claimant's vehicle was reported to be stored at W3 Car Repairs Limited 7B Essex Park Mews W3 7RJ as was confirmed in the Claimant's engineers (Blakes Assessors) report.

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

4.34. Mousa Mohamad Issa is the director of Larini Car Sales Ltd.

4.34.1. On 22/11/2021 the vehicle LM18XVU owned by Sayahi, Claimant in Case 6 was acquired by W3 Car Repairs Limited before being transferred to Larini Car Sales Ltd of Unit 4/8 Logic House, Belvue Road, Northolt, UB5 5QJ.

4.34.2. Mousa Mohamad Issa therefore purchased the Claimant in Case 6's vehicle following the collision with a Tesco Driver.

Appendix 2

