Case No: KB-2024-000246

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION

NCN [2024] EWHC 893

Royal Courts of Justice
Strand
London
WC2A 2LL

Date of hearing: 29 February 2024

Before:

MASTER DAGNALL

- -

Between:

PETER GAISIANCE	**Claimant**
- and -	
(1) DVSA	
(2) REED IN PARTNERSHIP LIMITED	**Defendants**

- -
- -

MR GAISIANCE appeared in person as the **Claimant**
The Defendants did not appear and were not represented
(although an employee of the Second Defendant attended)

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APPROVED JUDGMENT

- -

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MASTER DAGNALL:

1. This is my judgment in relation to applications made by Mr Gaisiance, the claimant, who appears before me in person, to set aside or vary two orders which I made previously in this matter on 31st January and 8th February 2024, and to lift a stay and direct release of the claim form so that it can be served on the defendants.

2. Mr Gaisiance is a litigant in person (and which I have borne in mind in making my case management decisions in accordance with Civil Procedure Rule 3.1A) and may be vulnerable (and which I have also borne in mind under Civil Procedure Rules 1.1(2)(a) and 1.6 and Practice Direction 1A) and where I am satisfied that I have afforded him a full opportunity to advance his case and contentions and that he has been able to do so.

3. The claim form was issued on 31st January 2024, having been filed on 5th January 2024. It is brought against the Driver and Vehicle Standards Agency and against Reed in Partnership Limited.

4. The claim form sets out in the "Brief details of claim" section "Summary of claims for injury, losses and damages follows", and then says: "Distress, pecuniary losses, injury to reputation and credibility, loss of enjoyment and amenity, restitution damages, damage to loss of career opportunity". Its value is said to be £20,001,230.

5. The claim form was accompanied by a detailed particulars of claim document. That sets out that from August to December 2023 and then January 2024 the claimant had taken some nine driving theory tests and failed each of them,

either on the basis of failing the multiple choice section, or on the basis of failing the hazard-perception section, or both.

6. The particulars of claim set out that it is contended that there is a contract made between the claimant and the defendants arising from the claimant having to pay £23 per test. The claimant says, as it seems to me would be relatively obvious to the defendants, that his intention of taking the driving theory test was so that he would then be able to take a practical test to obtain a full UK driving licence. It is asserted that there are implied terms, in particular that the test would be reasonably fit for the purposes and of satisfactory quality.

7. There is then an allegation that there is a breach of those terms and of a further implied term because it is said: "It involves the third-party interest who does not want the claimant to have the driving licences [sic]".

8. What appears to be asserted there, and has been developed by Mr Gaisiance in his written submissions, is that the "third-party interest", who Mr Gaisiance says would be connected with the state or its security services, was involved in the tests, or at least had an influence on the tests; so that, notwithstanding that Mr Gaisiance had in fact answered sufficient questions correctly and identified sufficient hazards such that he should have passed the tests, the results were then manipulated so that he was to fail them.

9. The document continues with particulars of damages and injury, and asserts that this is part of a history of state organisations or others seeking to damage the claimant. Mr Gaisiance in submissions and evidence has referred to events in 2014 and a BBC documentary which he says was highly critical of business or

other activities he was engaged in at the time, and has sought to refer to other incidents which have nothing at first sight to do with driving tests.

10. In paragraph 14 amounts are claimed. Firstly, value of the test, £23 x 10, £230. Secondly, value of training costs -- that is to say Mr Gaisiance having taken various lessons and so on with regards to driving -- totalled at £1,850. Thirdly, costs and expenses for travelling to each test, totalling £1,000. Fourthly, loss of career as a result of all previous incidents, including this incident, which is said to be £20 million.

11. The proceedings were issued by the court in accordance with the law, now recently clarified by the Court of Appeal, that where a proper claim form is presented to the court with a proper fee, or help with fees, then it must be issued. However, Civil Procedure Rule Practice Direction 3A(2) provides that the court officer if they are concerned that a statement of case (such as a claim form or particulars of claim) lacks reasonable grounds or is an abuse of process (i.e. so that it may be struck out under Civil Procedure Rule 3.4(2)(a) (discloses no reasonable grounds for bringing a claim) or 3.4.(b) (is an abuse of process)) may refer the matter to a judge, in this case myself. That is what happened, and paragraph 2.1 of the practice direction provides:

> "The judge may on their own initiative make an immediate order designed to ensure that the claim is disposed of or proceeds in a way that accords with the rules".

Then the paragraph contains further subparagraphs --

> "2.4 Orders the judge may make include:
>
> "(1) an order that the claim be stayed until further order;
>
> "(2) an order that the claim form be retained by the court and not served until the stay is lifted;

> "(3) an order that no application by the claimant to lift the stay be heard unless he files such further documents (for example a witness statement or an amended claim form or particulars of claim) as may be specified in the order" --

and goes on to provide that the court might make particular orders such as: a stay; a retention of the claim form, with it not to be served until the stay is lifted; and provisions that an application to lift the stay can only be made if suitable statements of case or amended statements of case are provided.

12. The Court Officer referred the claim form and the particulars of claim to me in administrative box work electronically on 31st January 2024. I considered the claim form, the particulars of claim and certain other documents filed by Mr Gaisiance, and imposed a stay; with the claim form not to be released for service, and with directions for Mr Gaisance to provide proposed revised particulars of claim which were to contain various matters which I regarded as being necessary. I am however unsure as to whether or not I had actually been provided with all of Mr Gaisiance's documents at the time.

13. What the order did include, which is required by Civil Procedure Rule 3.3, is a provision that any party, including Mr Gaisiance, were entitled to apply to set aside or vary the order within, in this case, 14 days of being served with it. In my reasons set out with the order, I stated that "The claimant and the defendant are protected by the ability to apply to set aside or vary the order and to apply to lift the stay."

14. Mr Gaisiance in written material, although he has not maintained this orally, has suggested that I was in some way or other seeking to protect the defendants and that that might suggest that I was in some way or other biased or appeared to be biased. However, I have no connection with the defendants whatsoever.

That provision was simply there to accord with the Civil Procedure Rules, precisely because those who have not had an opportunity to make representations in relation to making of orders are entitled to apply to have them set aside or varied as a matter of protective natural justice. While Mr Gaisiance, to be fair to him, has not maintained any application that I should recuse myself, I can see no basis on which I should do so.

15. Mr Gaisiance, however, did take advantage of the right to apply, and applied to have my order set aside or varied. This further came before me in box work together with more of Mr Gaisiance's materials. I made a further order of 8th February 2024, by which I continued the stay and the provision that the claim should not be released for service, and provided that Mr Gaisiance should supply a Part 18 information document: "(a) identifying the asserted third-party vested interest as best the claimant can; (b) in relation to each failed test, where the claimant asserts that he was wrongly failed, setting out what he did and why such is said to have been sufficient; (c) setting out how the £20 million figure is calculated, and how such damages are said to be caused by the wrongs asserted in the particulars of claim of failures of the car driving theory tests in 2023 and 2024; (d) set out whether the claimant seeks any and, if so, what injunction."

16. The reference to "what injunction" was because Mr Gaisiance -- although the claim form and the particulars of claim make no reference to any injunction --, had supplied an application notice which sought for "the claim to be allowed to proceed and for an injunction to be granted if necessary." So my paragraph (d) required him to set out whether the claimant seeks any and, if so, what injunction.

17. My order further provided for Mr Gaisiance to state: "why the claim was not subject to the Civil Procedure Rules Part 54 (judicial review) and why it should not have been commenced by the judicial review procedure; and, further, if the claimant sought to rely upon any other alleged wrongs on the part of the defendants, other than the alleged wrongful failures of the car driving theory tests, the claimant should file amended particulars of claim which set out the facts and other matters relied on in relation to such contention of wrongs."

18. Mr Gaisiance has submitted that in the adversarial litigation process, it should not be for the court to start making orders for him to further define his case. He submits that that would amount to the court behaving in an inquisitorial manner, rather than allowing the claim to proceed and the defendants to decide how it ought to defend it.

19. Those submissions, while understandable, it seems to me do not recognise the wording and spirit of the Civil Procedure Rules ("CPR"), and in particular the following.

20. CPR Part1 provides:

Firstly, the CPR's overriding objective in CPR1.1:

> "1.1 (1) These Rules are a procedural code with the overriding objective of enabling the court to deal with cases justly and at proportionate cost.
>
> (2) Dealing with a case justly and at proportionate cost includes, so far as is practicable –
>
> (a) ensuring that the parties are on an equal footing and can participate fully in proceedings, and that parties and witnesses can give their best evidence;
>
> (b) saving expense;

> (c) dealing with the case in ways which are proportionate –
>
> > (i) to the amount of money involved;
> >
> > (ii) to the importance of the case;
> >
> > (iii) to the complexity of the issues; and
> >
> > (iv) to the financial position of each party;
>
> (d) ensuring that it is dealt with expeditiously and fairly;
>
> (e) allotting to it an appropriate share of the court's resources, while taking into account the need to allot resources to other cases; and
>
> (f) enforcing compliance with rules, practice directions and orders."

Secondly, the court's duty to give effect to the overriding objective, in CPR 1.2 --

> "1.2 The court must seek to give effect to the overriding objective when it –
>
> > (a) exercises any power given to it by the Rules; or
> >
> > (b) interprets any rule subject to rules 76.2, 79.2 and 80.2, 82.2 and 88.2."

Thirdly, the court's duty to engage in active case management in CPR1.4:

> "1.4 "(1) The court must further the overriding objective by actively managing cases.
>
> (2) Active case management includes –
>
> > (a) encouraging the parties to co-operate with each other in the conduct of the proceedings;
> >
> > (b) identifying the issues at an early stage;
> >
> > (c) deciding promptly which issues need full investigation and trial and accordingly disposing summarily of the others;
> >
> > (d) deciding the order in which issues are to be resolved;

> (e) encouraging the parties to use an alternative dispute resolution (GL) procedure if the court considers that appropriate and facilitating the use of such procedure;
>
> (f) helping the parties to settle the whole or part of the case;
>
> (g) fixing timetables or otherwise controlling the progress of the case;
>
> (h) considering whether the likely benefits of taking a particular step justify the cost of taking it;
>
> (i) dealing with as many aspects of the case as it can on the same occasion;
>
> (j) dealing with the case without the parties needing to attend at court;
>
> (k) making use of technology; and
>
> (l) giving directions to ensure that the trial of a case proceeds quickly and efficiently."

CPR 1.4, thus requires the court to actively consider how the case may be best managed in order to enable it to be dealt with appropriately, including enabling parties to participate fully, and including allotting only an appropriate share of the court resources to it and enforcing rules, practice directions and orders.

21. Practice Direction 3A(2), as I have already referred, requires a judge to consider what ought to be done when there is a reference from the court officer.

22. CPR18.1 provides:

> "18.1 Obtaining further information 18.1
>
> (1) The court may at any time order a party to –
>
> (a) clarify any matter which is in dispute in the proceedings; or
>
> (b) give additional information in relation to any such matter, whether or not the matter is contained or referred to in a statement of case.

> "(2) Paragraph (1) is subject to any rule of law to the contrary.
>
> "(3) Where the court makes an order under paragraph (1), the party against whom it is made must –
>
> (a) file their response; and
>
> (b) serve it on the other parties,
>
> within the time specified by the court."

Civil Procedure Rule 18.1 thus enables the court at any point to order a party to clarify a matter which is in dispute in the proceedings or to give additional information in relation to any such matter, whether or not it is contained in a statement of case.

23. It seems to me that it is perfectly proper for the court to engage in the process which I have engaged in, including of requiring a party to clarify, define and explain their case, in order to enable the case to be managed properly and the rules to be complied with and the overriding objective to be achieved.

24. I now turn to the questions of whether I should set aside or vary my initial order or lift the stay and allow the matter to proceed wholly or in part, or make other orders. I have borne in mind the above rules including for the court to engage in active case management; and also CPR3.4(2) which provides that:

"3.4(2) The court may strike out a statement of case if it appears to the court –

(a) that the statement of case discloses no reasonable grounds for bringing or defending the claim;

(b) that the statement of case is an abuse of the court's process or is otherwise likely to obstruct the just disposal of the proceedings; or

(c) that there has been a failure to comply with a rule, practice direction or court order."

However, I also bear in mind that the court has a general power to control its own process and including to restrain or take action upon any abuse of process.

25. Mr Gaisiance has submitted numerous documents and expanded upon them in oral submissions. For the purposes of this hearing and to decide what to do it seems to me that I only need to concentrate on various particular elements.

26. Mr Gaisiance has been keen to maintain before me that he says that he should have passed the various driving theory tests and has been prevented from doing so because of the wrongful interference of a third-party actor, even though he can only identify that actor in the most general of terms and say that he infers that they exist because: firstly, he asserts that he ought to have passed and had sufficient education and experience to pass; and, secondly, because he says at other times during his life he has been subject to what he infers to be wrongful action from the state or those connected with it.

27. At first sight it seems to me that Mr Gaisiance's general claims are unsubstantiated and appear to be distinctly unlikely, but that this does not much matter because the essential question in relation to the tests which he took is whether he should have failed them or passed them. My previous order required him to set out what he says are his reasons for saying that he should have been held to have passed them. In the particular circumstances of this case, it does not seem to me to be particularly worthwhile requiring him to continue to further state that, because it seems to me that his position is simply that he answered the questions correctly and identified sufficient hazards

correctly to gain the appropriate pass marks. If he did so, then he would be entitled to pass the theory test. If he did not, then he should have failed it.

28. It does not seem to me that I am in a position at this stage in the proceedings simply to refuse to allow Mr Gaisiance to bring a claim to contend that he should have passed. At first sight he may have great problems with that claim and may well be subject to a summary judgment application from the defendants' side. However, I simply do not have the material to come an unequivocal conclusion.

29. I now turn to the question of the application for an injunction; and also to a connected argument relating to whether this matter should remain in the High Court.

30. Mr Gaisiance says that he seeks some sort of interim injunction. At the moment, though, it seems to me that the position is that no claim for an injunction is made in either the claim form or the particulars of claim. In those circumstances, it does not seem to me to be proper, but rather to be an abuse, to have an application notice for an interim injunction. An interim injunction is an interim remedy designed to be obtained in usual cases, which this is -- personal freezing orders fall within a different category – where the claimant seeks a final order to a particular effect (to be granted at the end of the day i.e. following a trial or summary judgment) and there are particular reasons (usually applying what is known as the *American Cyanamid* or "balance of convenience" test) as to why the claimant should be granted the order at this point in time on an interim basis. However, no claim for a final injunction is presently being made which could found a claim for an interim injunction, and

so that the claim for an interim injunction is an abuse of process. It seems to me that the application notice in its present form should simply be struck out.

31. That does not stop Mr Gaisiance, if he decides to do so, seeking to amend the claim form to claim an injunction and potentially then seeking an interim injunction. I am not at all sure that that would be appropriate, particularly since at first sight it seems to me that what Mr Gaisiance is really seeking to claim is a declaration that he passed the theory test. It also seems to me at first sight difficult to see as to why in a case of this nature he would be entitled to be granted an interim injunction or as to why a court would be prepared to grant such an interim injunction as a matter of discretion. However, I do not have to decide any such matters where what I am concerned with is this claim in its present form. It does not include any injunction and it seems to me the application notice should be struck out on that basis. Mr Gaisiance may be able to renew his application at another time, but I am concerned with what I have before me.

32. Mr Gaisiance says that his potential desire to seek an injunction should mean that I should not transfer this case to the county court. He says the county court would lack jurisdiction to deal with an injunction application.

33. As far as this is concerned, I bear in mind: firstly, that Mr Gaisiance's claim is in contract and, subject to specific exceptions which do not apply here, the county court has a general jurisdiction to determine contract claims. (See section 15 of the County Courts Act 1984.)

34. Secondly, the county court has a general power to grant any order which the Hight Court can make in proceedings before the High Court unless the order

falls within specific prescribed categories. (See section 38 of the County Courts Act 1984.) Those excepted categories include a prohibition on the county court granting orders of *mandamus* and *certiorai* or prohibition. However, the injunction which Mr Gaisiance seeks, he says, is not such an excepted order, because he says he is bringing a claim in contract, and not a public-law claim. Indeed, if he was to bring a public law claim, he would have to bring such a public law claim using the judicial review procedure in CPR Part 54 and obtain permission to bring such a claim before the application for judicial review could be made. Mr Gaisiance says that he is not bringing a public law claim.

35. It therefore seems to me that if, in the county court, an injunction was sought or, for that matter, a declaration; the county court would at first sight have power to grant such remedy(ies) if the county court judge thought that was appropriate

36. I bear in mind also -- and where this is not a public law claim as I have already said -- that generally, if the High Court transfers a claim to the county court, it is implicit within the transfer order that the county court will have jurisdiction to deal with the transferred claim itself. In this regard I refer to the decision in *Taylor v Evans* [2023] EWHC 2490 in which I considered case-law to that effect.

37. Therefore, I do not see that the possibility that Mr Gaisiance may seek to introduce some claim for an injunction should affect my consideration (see below) of whether or not to transfer the proceedings to the county court.

38. I turn next to consider a matter which it seems to me to be of particular importance, being the references in the particulars of claim to various other

alleged wrongful activities of others, other than the two defendants.

39. It seems to me that this claim is brought against two particular defendants in relation to nine particular matters, namely the failing of the driving theory tests. It does not seem to me that it can be right that in some way or other Mr Gaisiance should seek to introduce into this claim unspecified wrongful activities of others. While he might, in theory, be able to assert and rely on wrongful activities of others in some sort of attempt to support a claim that the defendants were being improperly influenced by those others, it seems to me that he would have to set out the relevant facts and matters which supported such a contention including as to: what were the wrongful activities; who were "the others"; and how such had caused the defendants to be improperly influenced. However, Mr Gaisiance's documents simply lack all those elements.

40. It therefore seems to me that, as far as the claims regarding the driving theory tests themselves, and any damages that result from them, are concerned, Mr Gaisiance must be confined to these claims against these defendants and Mr Gaisiance cannot, in some way or other, seek to use these proceedings as a vehicle for referring to other claims or in some way or other seek to make these defendants liable for the unspecified alleged wrongs of others. These claims are simply claims in relation to some driving theory tests and that, it seems to me, is it. This is simply a claim in contract against two named defendants where Mr Gaisiance says that his answers should have resulted in his passing each of the driving theory tests and that the defendants wrongly failed him.

41. Accordingly, and for all those reasons, the claim form and other statements of case fail to disclose reasonable grounds for making the statements/claims of wrongful activities on the parts of others, and in these respects are an abuse of process (and also fail to comply with the requirement of CPR16.4 that the facts relied upon are stated).

42. Therefore, it seems to me that in so far as these proceedings refer to any wrongs of or claims made against others, those elements of the proceedings should be struck out.

43. I turn now to the question of the quantum of damages sought.

44. There are said to be a number of particular items to which I have referred above (totalling £3,080) where at first sight -- and I am no way saying that Mr Gaisiance is right -- I can see as to how they are potentially linked to the driving theory tests and their failures.

45. However, there is also the claim for "£20 million for loss of career as a result of all previous incidents, including this incident."

46. I have asked Mr Gaisiance on a number of occasions in my written orders to define this claim and explain what it is based on, and which he has not done in writing.

47. In relation to how the absence of a UK driving licence had affected him, in oral submissions Mr Gaisiance could only say that he required a UK driving licence to move around, including in Africa; although he accepted that he had what he said was an expired African driving licence and which he said he could seek to renew. He stated that he could not move around without a car; but it seemed to

me he could give me no good reason as to why he could not use public transport or, indeed, for that matter, taxi services.

48. As far as the quantum of the loss is concerned, all Mr Gaisiance was able to refer me to in oral submissions was: firstly, a desire to publicise a book, but which it seems to me obviously could be publicised in numerous other ways which would not require a car, even if, for some unexplained reason, he was unable to use public or private-hire or taxi transport. Secondly, that in some way or other, although again totally unspecified, his lack of a UK driving licence was restricting his abilities to seek to appeal for funds to carry out bridge works in the Sudan or elsewhere in East Africa; and where in some way or other, again wholly unspecified, he said that if he managed to raise funds he himself would become entitled to some commissions of some amount.

49. At first sight this all seems completely removed from the question of a UK driving licence. Mr Gaisiance also stated that in some way or other he would be prevented from applying or having access to services because he would be unable to produce the driving licence by way of identification. However, he did say that he has a passport; and it seems to me at first sight he would be able to produce that for identification purposes.

50. I am not at the moment satisfied that there is any possibility that there is anything in which Mr Gaisiance would wish to engage which he has been or is prevented from engaging in by reason of not having a UK driving licence.

51. In any event, even if Mr Gaisiance is prevented from engaging in some activity by reason of the absence of a UK driving licence, in the absence of any detail as to the alleged losses, it seems to me that a claim for £20 million is completely

unreal and unreasonable, and so much so as to be abusive in nature. Standing back and considering what is before me, in relation to a claim against these two defendants in relation to the failing of nine driving theory tests in 2023 and 2024, it seems to me that the claim of £20 million is simply abusive.

52. Accordingly, I consider that: the statements of case do not disclose any reasonable grounds for asserting a claim for £20 million damages, and, in this quantum respect, are an abuse of process and fail to comply with my order requiring there to be specification and particularisation of loss and causation of loss.

53. For all those reasons I am going to strike out the claim for £20 million. However, that is not on a basis that I am preventing Mr Gaisiance for bringing a claim for consequential damages. Mr Gaisiance may seek to persuade another court or judge that he should be able to do so on the basis of a proper application with proper particularisation and evidence.

54. The question then arises as to what I should do with regards to these proceedings. The effect of my preceding decisions and orders is that the claim is reduced to a very low number of thousands of pounds. It seems to me that at first sight such a claim should be in the county court. Under the Article 4A of the High Court and County Court Jurisdiction Order 1991, claims for less than £100,000 should be issued in the county court.

55. As far as transfer is concerned, I have a general discretion to transfer to the county court under section 40 of the County Courts Act 1984.

56. Civil Procedure Rule 30.3(2) sets out specific matters to which I should have regard:

> "30.3(2) (a) the financial value of the claim and the amount in dispute, if different;
>
> (b) whether it would be more convenient or fair for hearings (including the trial) to be held in some other court;
>
> (c) the availability of a judge specialising in the type of claim in question and in particular the availability of a specialist judge sitting in an appropriate regional specialist court;
>
> (d) whether the facts, legal issues, remedies or procedures involved are simple or complex;
>
> (e) the importance of the outcome of the claim to the public in general;
>
> (f) the facilities available to the court at which the claim is being dealt with, particularly in relation to –
>
> (i) any disabilities of a party or potential witness;
>
> (ii) any special measures needed for potential witnesses; or
>
> (iii) security;
>
> (g) whether the making of a declaration of incompatibility under section 4 of the Human Rights Act 1998 has arisen or may arise;
>
> (h) in the case of civil proceedings by or against the Crown, as defined in rule 66.1(2), the location of the relevant government department or officers of the Crown and, where appropriate, any relevant public interest that the matter should be tried in London."

53. Taking those in turn:

(a) Is the financial amount of the claim, which as a result of my orders it seems to me is county-court level, not High Court

(b) "… whether it be a more convenient or fair for hearings to be held in some other court", and it seems to me that there is no difference between the county court and High Court for these purposes

(c) "… availability of judges specialising in the type of claim in question", and it does not seem to me that this claim has any specialism which is unique to the High Court judges

(d) "whether facts, legal issues, remedies or procedures involved are simple or complex", and in relation to the key questions as to whether or not Mr Gaisiance can answer questions correctly and identify hazards correctly, it seems to me that those are not complex. There may be some complexity in considering errors of challenge with regard to the defendants' computer systems, but again those are matters which it seems to me can well be dealt with by the county court

(e) "…importance of the outcome of the claim to the public in general", and it does not seem to me that this claim is of public importance

(f) "facilities", and the county court will have suitable facilities

(g) and (h) Questions of declarations of incompatibility and location of government departments do not arise here.

54. I have also borne in mind Rule 30.3.3:

> "Where in proceedings in the County Court the court considers that there is a real possibility that a party would in the course of the proceedings be required to disclose material the disclosure of which would be damaging to the interests of national security, the court must transfer the proceedings to the High Court."

It does not seem to me that there is any possibility of disclosure of national security material, but, was that even to eventually become the case, the county court can always decide to transfer the matter back to the High Court bearing in mind what is said in CPR 30.3.3.

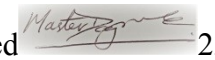
55. For all those reasons therefore what I am going to do is as follows.

56. Firstly, I am going to strike out the application notice with regards to the injunction, although this is not to prevent a proper application being made in the future, but which would almost certainly require an amendment of the claim form and particulars of claim.

57. Secondly, I am going to make an order which strikes out any claims sought to be made in a particulars of claim other than the breach of contract claims which are sought to be made against these defendants in relation to the failed driving theory tests.

58. Thirdly, I am going to strike out the £20 million claim, although that is not to prevent Mr Gaisiance making any proper application to amend to reintroduce consequential damages claims.

59. I am going to transfer the matter to the county court, where it seems to me to be the appropriate county court is the County Court sitting at Central London. Following the transfer and the allocation by the county court of a county court case number, and on the basis that the above strikings-out have and are deemed to have occurred, the stay is to stand lifted and the claim form is to be released for service.

Approved  23.4.2024

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