

IN THE CENTRAL LONDON COUNTY COURT
BEFORE HHJ BAUCHER
BETWEEN:

CASE NO: G57YJ48

Date: 17TH November 2023

HANAA ALGHAFAGI

Claimant

- and –

TESCO STORES LIMITED

Defendant/Part 20 Claimant

-and-

DONOVAN ROSE

First Part 20 Defendant

-and-

ZHRAA ALGHAFAGI

Second Part 20 Defendant

-and-

ZINA ALGHAFAGI

Third Part 20 Defendant

Mr Aaron Pulford (instructed by Keoghs LLP) for the Defendant/ Part 20 Claimant
Mr Rose First Part 20 Defendant in person
Hearing dates: 30TH, 31ST October 2023
(All judgments in the 5 linked trials were sent for editorial correction after conclusion of the
final linked trial on the 31ST October)

HHJ BAUCHER:

1. This claim arises as a result of a road traffic accident on the 9th August 2019 when it is said the Defendant’s driver, Mr Rose, negligently reversed his Tesco delivery vehicle BD65 XTA out of a side road into the Claimant’s Mercedes vehicle registration number N444 HLE. I shall refer to the parties by name for the sake of clarity.
2. On 15th July 2021 permission was granted for Tesco to amend its Defence, Counterclaim and bring Part 20 proceedings against Mr Rose, Zhraa Alghafagi and Zina Alghafagi for the torts of conspiracy and deceit. Judgment was entered against Ms Alghafagi on the Counterclaim and on the Part 20 proceedings against Zhraa Alghafagi and Zina Alghafagi on 28th September 2022. The extant matters for my determination are the assessment of damages in relation to those three matters and the Part 20 proceedings against Mr Rose.
3. The effect of the judgment is that Ms Alghafagi, Zhraa Alghafagi and Zina Alghafagi are found to have organised and were participants in a conspiracy to secure compensation.
4. Tesco’s case is that the accident on the 9th August 2019 was stage managed by Ms Alghafagi and Mr Rose, assisted by other unknown individuals, and this accident was, but one, of a series of targeted staged accidents, involving drivers employed at the Greenford depot, to recover compensation from Tesco. Mr Rose defends the case on basis no accident occurred and Ms Alghafagi, Zhraa Alghafagi and Zina Alghafagi have pursued fraudulent claims, and he is the innocent party.
5. Tesco identified a further 12 litigated cases which they say are linked to this action and other non- litigated cases as per the table below:

CASE NUMBER	LITIGATED ACTIONS
1	Mazlum Bahceci v Tesco Stores Limited v Samatar Jama

2	Mohamed Namdar v Tesco Stores Limited v Manish Parmar
3	Hanaa Alghafagi v Tesco Stores Limited v Donovan Rose (1) Zhraa Alghafagi (2) Zina Alghafagi (3)
4	Shireen Morgan v Sunil Shah (1) Tesco Stores Ltd (2)
5	Tesco Stores Limited v Shimaa Khattawi (1) Darran Taylor (2)
6	Adel Motlaghi Sayahi (1) Amineh Mohavi (2) v Tesco Stores Limited v Reyhan Safi
7	Shahin Majid Mouradi v Tesco Stores Limited v Manish Parmar (1) Tawfeeq Abdulwahid Tawfeeq (2) Jumana Nusseibeh (3)
8	Grzegorz Collins v Tesco Stores Limited v Darran Taylor
9	Alexander Reed v Tesco Stores Limited v Mubarik Quaje
10	Safaa Jasim v Tesco Stores Limited v Darran Taylor
11	Hashim Al- Hashim (1) Zainab Mohamed (2) v Tesco Stores Limited v Darran Taylor
12	Mohamed Baktiyar Abdulla v Tesco Stores Limited v Manish Parmar
13	Eda Yaman v Manish Parmar (1) Tesco Stores Limited (2) v Mustafa Zada
	PRE-LITIGATED ACTIONS
14	Bower Lally v Tesco Stores Limited (Tesco Driver – Ramy El-Fayoumi)
15	Bower Lally v Tesco Stores Limited

	(Tesco Driver – Owen Reason)
16	Rinas Ahmed v Tesco Stores Limited (Tesco Driver – Rakesh Lakhman)
17	Bernardo Picari (1) Guxim Symltaj v Tesco Stores Limited (Tesco Driver – Rakesh Lakhman)
18	Waleed Hayder Mohamed v Tesco Stores Limited (Tesco Driver – Samatar Jama)
19	Saman Hussain v Tesco Stores Limited (Tesco Driver – Donovan Rose)
20	Abdul Gader Allenizi (1) Richard Feghaly (2) v Tesco Stores Limited (Tesco Driver – Donovan Rose)
21	Mohamed Almaki (1) Salem Almaki (2) v Tesco Stores Limited (Tesco Driver – Donovan Rose)
22	Oktan Yagli v Tesco Stores Limited (Tesco Driver – Reyhan Safi)
23	Ahmed Khalil v Tesco Stores Limited (Tesco Driver – Samatar Jama)
24	Hayder Garousi v Tesco Stores Limited (Tesco Driver – Reyhan Safi)
25	Florin Danila v Tesco Stores Limited (Tesco Driver – Darran Taylor)
26	Ali Al- Shamary v Tesco Stores Limited (Tesco Driver – Reyhan Safi)
27	Ibrahim Nour v Tesco Stores Limited (Tesco Driver – Ajay Bangar)
28	Florin Danila V Tesco Stores Limited (Tesco driver- Manish Parmar)

29	Monika Rogaliwicz (1) Sebastian Rogaliwicz (2) v Tesco Stores Limited (Tesco Driver – Rachidy Alkilmaki)
30	Tariq Faris (1) Rawan Abbas (2) v Tesco Stores Limited (Tesco Driver – Rachidy Alkilmaki)
31	Habib Said (1) Mwenye Madasheeky (2) v Tesco Stores Limited (Tesco Driver – Samatar Jama)
32	Uwe Kirschner v Tesco Stores Limited (Tesco Driver – Mubarik Quaje)

6. Tesco called oral evidence from Mrs Hawkins, Mr Douglas and Mr Maberly. 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. Mr Rose gave oral evidence.
7. Mr Pulford appeared for Tesco and Mr Rose appeared in person. I asked Mr Pulford to lead his witnesses through certain aspects of the evidence to assist Mr Rose in its presentation. Mr Rose did not cross-examine any of the witnesses.

Dramatis Personae

8. The following individuals featured in the claim:

Name	Title within proceedings	State of Proceedings	Role	Position
Hanaa Alghafagi	Claimant	Assessment of Damages	Defendant	Driver
Zhraa Alghafagi	Second P20 Defendant	Assessment of Damages	Defendant	Passenger
Zina Alghafagi	Third P20 Defendant	Assessment of Damages	Defendant	Passenger

Donovan Rose	First P20 Defendant	Trial of P20 claim	Witness and Defendant	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
Julie Plumb	/	/	Witness	Tesco Insurable Risk Manager
Mark Maberly	/	/	Witness	Tesco Corporate Investigations Manager
Peter Etherington	Forensic Engineering expert	/	Expert Witness	Tesco's Forensic Engineer

The pleaded claims in tort and deceit

9. Given the nature of the claim it is necessary to set out the substance of the pleaded Part 20 claim as set out in paragraphs 65- 78:

Tort of Deceit

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

66. The First Part 20 Defendant withheld relevant information and has made false statements directly to the Defendant in his account that no collision occurred, intending that the Defendant would rely and act upon the same.

67. The Second Part 20 Defendant has made false statements by herself within her Claims Notification Form, and by Dimaa Motor's Limited in written documents, intending that the Defendant would rely and act upon the same.

68. The Third Part 20 Defendant has made false statements by herself within her Claims Notification Form, intending that the Defendant would rely and act upon the same.

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

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

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

72. 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 Defendant has relied upon those falsehoods when dealing with the Claimant's claim and in so doing has caused the Defendant to invest time and money to deal with this claim and to incur the cost of repairing its own vehicle damage.

73. The Second Part 20 Defendant made the representations fraudulently in that she knew they were false or was reckless as to whether they were true or false. The Second Part 20 Defendant has relied upon those falsehoods to seek damages from the Defendant and in so doing has caused the Defendant to invest time and money to deal with the claim intimated and to incur the cost of repairing its own vehicle damage.

74. The Third Part 20 Defendant made the representations fraudulently in that she knew they were false or was reckless as to whether they were true or false. The Third Part 20 Defendant has relied upon those falsehoods to seek damages from the Defendant and in so doing has caused the Defendant to invest time and money to deal with the claim intimated and to incur the cost of repairing its own vehicle damage.

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

Tort of Conspiracy

76. On or before 09 August 2019, the Claimant, Second Part 20 Defendant, Third Part 20 Defendant and the First Part 20 Defendant with each other and/or other persons whose names are presently unknown to the Defendant (or any two or more together), conspired and combined together wrongfully and with the sole or predominant intention of injuring the Defendant and/or of causing loss to the Defendant by facilitating damage to the Defendant's Vehicle and loss to the Defendant's business.

77. Pursuant to and in furtherance of the conspiracy pleaded in paragraph 76 above, the Claimant, Second Part 20 Defendant, Third Part 20 Defendant and the First Part 20 Defendant with each other and/or other persons whose names are presently unknown to the Defendant (or any two or more together) did the following by which the Defendant was injured:

- 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 Defendant to accept responsibility for the collision.

78. As a result of the Claimant and/or Second Part 20 Defendant and/or Third Part 20 Defendant and the First Part 20 Defendant's conspiracy, as set out in paragraphs 69 and 70 above the Defendant has suffered loss and damage in that, the Defendant has incurred the cost of repairing its vehicle, the cost of responding to and investigating the claim by the Claimant, and the Defendant will continue to suffer loss and damage until the claim is concluded."

10. Mr Rose did not file a formal response to that pleading but denied the occurrence of any road traffic accident at a case management hearing on the 17th February 2022.

The law

11. The legal principles are uncontroversial. Mr Pulford set out in his opening written submissions the relevant legal framework and I gratefully adopt his summary as per paragraphs 12- 36 below:

Deceit

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

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

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

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

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

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

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

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

Conspiracy

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

Unlawful Means

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

⁶ As above at 376

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

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

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

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

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

21. Summarised in Kuwait Oil Tanker v Al Bader [2000] 2 All E.R. (Comm) 271 (at 108) the elements are:

1. 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.

22. Agreement, or combination: This was ruled to require a combination, arrangement or understanding between two or more people. It is not necessary for the conspirators all to join the conspiracy at the same time, but the parties to it must be sufficiently aware of the surrounding circumstances and share the same object for it properly to be said that they were acting in concert at the time of the acts complained of: Kuwait Oil Tanker at 111.

23. Intention to injure: in OBG v Allan [2007] UKHL 21, the House of Lords considered the level of intentionality required to establish liability, and highlighted the distinction between ends, means, and consequences. In summary:

- i. ‘Ends’, where harm to the claimant is the end sought by the defendant, then the requisite intention is made out.
- ii. ‘Means’, where the harm to the claimant is the means by which the defendant seeks to secure his/her end, then the requisite intention is made out and
- iii. ‘Consequences’, where the harm is neither the end nor the means but merely a foreseeable consequence, the requisite intention is not made out.

24. The court went on to note that there was another category, known as “the other side of the coin”, to consider if harm to the claimant was the necessary consequence of the defendant’s actions. This was differentiated from category

(iii) on the basis that the defendant's gain and the claimant's loss are inseparably linked and the defendant cannot obtain the one without bringing about the other, and the defendant knew this to be the case. In such circumstances, then although the purpose of the defendant's action was not to harm the claimant, they will be considered as having intended to harm the claimant. The court also noted that there was no additional requirement that the precise identity of the victim be required at law to establish the requisite intention.

25. Unlawful acts: in ED & F Man Capital Markets Limited v Come Harvest Holdings Limited & ors [2022] EWHC 229 (Comm) at paragraph 468 the court has set out that the unlawful act element is made up of two parts 'the unlawfulness of the act; and whether the unlawful act is in fact the "means" by which injury is inflicted'.
26. The House of Lords in Total Network SL v HM Revenue & Customs [2008] UKHL 19 made clear that the unlawful means used need not be actionable in and of themselves (albeit actionable wrongs are not excluded from the unlawful means required to prove the tort).
27. In Maranello Rosso Limited v Lohomij BV, Bonhams 1793 Limited, Bonhams & Butterfields, Auctioneers Corporation, Evert Louwman, Robert Brooks, James Knight, Anthony Maclean [2021] EWHC 2452 (Ch) it was held that 'a breach of fiduciary duty' was sufficient unlawful means to meet the requirement for a conspiracy.
28. The High Court in: London Allied Holding v Lee [2007] EWHC 2061 (Ch) held that fraudulent misrepresentations by one party to another was sufficient to constitute unlawful means to prove the tort on conspiracy [paragraph 252].
29. In Ivy Technology Ltd v Martin [2022] EWHC 1218 (Comm) it was held by the High Court that the vendors of an online gambling business were guilty of deceit and unlawful means conspiracy by knowingly making false representations to the purchaser that the business was profitable in order to persuade the purchaser to enter into the transaction.

30. It has been held that where the claimant can prove acts unlawful in themselves, done in pursuance of the conspiracy, that is the other form of the tort, unlawful means conspiracy, the burden of justifying such acts passes to the defendant¹¹.
31. Loss to the claimant. Finally, the claimant must prove that by reason of the conspiracy it has suffered a loss.

Lawful means

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

An intention to injure:

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

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

¹² Allen v Flood [1898] Lord Watson at 108

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

37. It is with those legal considerations in mind, and conscious that the burden of proof lies with Tesco to the usual civil standard, that I now turn to the case.

The evidence of Tesco home delivery drivers

38. Tesco relied on evidence from three former drivers based at the Greenford depot. None attended court to give oral evidence.
39. 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.
40. Mr Palenta did not make a statement in these proceedings but made a MG 11 statement. In that statement he described how he was approached in February 2020 by Kaz a former picker from Tesco. Mr Palenta was completing his delivery round when he was approached and asked if he wanted to make some "easy money." He enquired how this could be done. He was told "just get some money from the insurance. You hit our car and we get money from the insurance. We can share it." He said Kaz mentioned £1,000. Mr Palenta advised Kaz said "If you don't want to do it maybe some of the other drivers want to do it, maybe someone about to leave the company as they don't care." Kaz asked for a piece of paper and wrote down his number. Mr Palenta subsequently informed his manager and provided him with the piece of paper. Mr Palenta returned to Poland after making the statement.
41. Mr Suleman gave evidence by deposition pursuant to my order dated 16th July 2021. No party in any of the proceedings applied to be present at the deposition. Mr Suleman said on the 5th December 2020 he was parked in Greenford when he was approached by a man on a motorcycle and asked if he would like to earn "money, big money." He was offered £2,000 cash. He said he declined and told the man other drivers had been involved in such crashes and had been caught. He said the motor cyclist still tried to give him his telephone number, but he did

not take it. Mr Suleman said he noted the registration number of the bike and gave it to his employers. His evidence was further tested during his deposition testimony which I have also reviewed.

42. 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.
43. Tesco also relied on the evidence of Mr Parmar which was served as part of the disclosure exercise in relation to all the linked actions. In that statement Mr Parmar described how he had been paid to deliberately drive his Tesco van into other vehicles for cash. He said that he had done so on 12th July 2019, 3rd August 2019, 5th October 2019, 6th December 2019 and 2nd January 2020. He said on the first three occasions he had received £200 at the time of the crash but on the last two occasions, despite being promised payment, none had been forthcoming.

Mr Rose's prior accidents

44. Mr Rose while employed by Tesco had an accident for which a claim was brought by Saman Hussain (case 19). The facts of the collision are:
- i) It occurred at 22.20 on 10.05.2019.
 - ii) The Tesco vehicle was reversed into collision.
 - iii) The claimant's vehicle (a Land Rover registration K777 ORD) was reportedly inspected at Hano Autos UK Limited at 2 Creek Road London, SE8 3EL.
45. Mr Rose while employed by Tesco had a second accident for which a claim was brought by Abdulgader Allenizi (case 20). The facts of the collision are:
- i) It occurred at 21.22 on 24.05.2019.
 - ii) The Tesco vehicle was reversed into collision.

- iii) The claimant's vehicle (a Land Rover registration T18AYO) was inspected at HS Motors at 9B Abbey Industrial Estate, Mount Pleasant, Wembley, HA0 1NR.
46. Mr Rose while employed by Tesco had a third accident for which a claim was brought by Mohammed Almaki (case 21). The facts of the collision are:
- i. It occurred at 20.00 on 03.07.2019.
 - ii. The Tesco vehicle was reversed into collision.
 - iii. The claimant's vehicle (a Land Rover registration D7 SYR) was stored and repaired at Alaska Motors at Unit 9A Abbey Industrial Estate, Mount Pleasant, Wembley, HA0 1NR.
47. Mr Rose was asked about the three crashes in his oral evidence. He agreed that all three crashes had occurred when he was reversing. He said this was caused by the time lag between the activation of the reverse camera and the Tesco van reversing. He also said that on occasions the camera was defective making reversing difficult. He said he had no idea where the vehicles were taken for repair after the three crashes. He said he had received a warning from Tesco for the number of incidents.

The Claimant's vehicle and links

48. Ms Alghafagi's Mercedes underwent a MOT on 14 June 2019 at Safe Autos Unit 7c Abbey Estate, Mount Pleasant, Alperton, HA7 1RS. This is the same garage which carried out an MOT on the vehicle in case 7, Mouradi.
49. An Experian Auto check records the vehicle as Category S Total Loss following an incident on 14.02.2019. It changed keeper on 26.04.2019 and was subject to a registration plate change on 26.04.2019.
50. Zhraa Alghafagi was appointed as Director for Dimaa Motors twice. On 08.08.2019 Zhraa Alghafagi became the director of Dimaa Motors. Zhraa Alghafagi gave a date of birth of June 1999 and the address of Unit 9A Abbey Industrial Estate Mount Pleasant Wembley HA0 1NR This directorship ended on 09.08.2019.

Dimaa Motors

51. On 09.08.2019 Zhraa Alghafagi was appointed the director of Dimaa Motors Limited. Zhraa Alghafagi gave a date of birth of September 1999 and the address of 558 Whitton Avenue West, Greenford UB6 0EF.
52. Zhraa Alghafagi's Claim Notification Form (CNF) provides her date of birth of 10.06.1999 and her address as 558 Whitton Avenue West, Greenford UB6 0EF.
53. It is asserted within the CNF that Zhraa Alghafagi has no National Insurance number as she is a minor. As at the date of the collision and the CNF Zhraa Alghafagi was 20 years old.
54. Dimaa Motors Limited provided a repair invoice and a recovery invoice both bearing the address "Unit 9a Abbey Industrial Estate Mount Pleasant Wembley HA0 1NR."
55. In case 21 two claims were intimated by Mohammad Almaki and Salem Almaki. The claimant's vehicle was recovered, inspected and repaired by a business trading as Alaska Motors under the registered company name 'Lola Trading Limited', at address Unit 9a Abbey Industrial Estate Mount Pleasant Wembley HA0 1NR (the same unit address as Dimaa Motors).
56. The Tesco Driver in case 21 was Donovan Rose, the First Part 20 Defendant.
57. The registered director of Lola Trading Limited is Arkan Ibrahim. The registered address for Lola Trading Limited was changed on 02.03.2022 from Unit 9a Abbey Industrial Estate Mount Pleasant Wembley HA0 1NR to Unit 25 Abby Industrial Estate Mount Pleasant Wembley HA0 1NR.
58. Arkan Ibrahim is the former director of P&A Motors UK Limited. P&A Motors UK Limited's former address is 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE. 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE is the registered address of Hano Autos UK Limited.

Hano Autos

59. Hano Autos 2 Creek Road, Deptford, SE8 3E is the alleged inspection locations provided by Blake Assessors in the following cases:
- i. Case 1 Mazlum Bahceci
 - ii. Case 2 Mohammed Namdar
 - iii. Case 4 Shireen Morgan
 - iv. Case 5 Shimaa Khattawi
 - v. Case 6 Adel Motlaghi Sayahi (the index matter)
 - vi. Case 13 Eda Yaman
 - vii. Case 15 Bower Lally
 - viii. Case 16 Rinas Ahmed
 - ix. Case 19 Saman Hussain
 - x. Case 29 Monika Rogalewicz

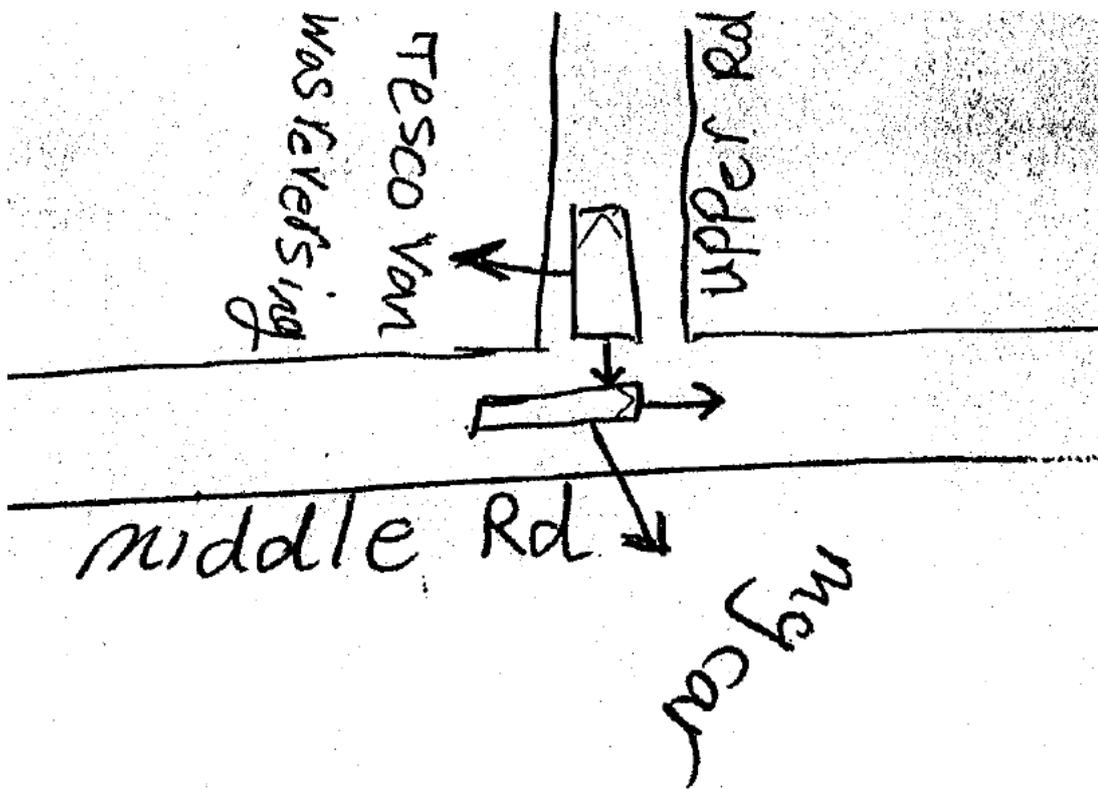
The GPS data for the Tesco vehicle on 9th August 2019

60. The delivery driver sheet for the week commencing 5th August 2019 for BD65 XTA records Mr Rose signed in at 18.33 and out at 21.45 on 9th August.
61. The GPS data shows:
- a) Vehicle registration BD65 XTA on 09.08.2019 travelled to Middle Road via Middle Crescent at 20:35.
 - b) The vehicle remained on Middle Road until 21:01. During that time the vehicle ignition was turned on and off on several occasions with several periods of movement.
 - c) The vehicle entered Middle Crescent at 21:01, drove to Station Approach before turning on to Upper Road at 21:05 and returning to Middle Road at 21:06.
 - d) The vehicle remained on Middle Road until 21:13 when it proceeded back onto Middle Crescent, returning to Middle Road for a moment.

- e) The vehicle spent 2 minutes on Middle Road between 20:59 and 21:01. On its return the vehicle spent a further 7 minutes on Middle Road.

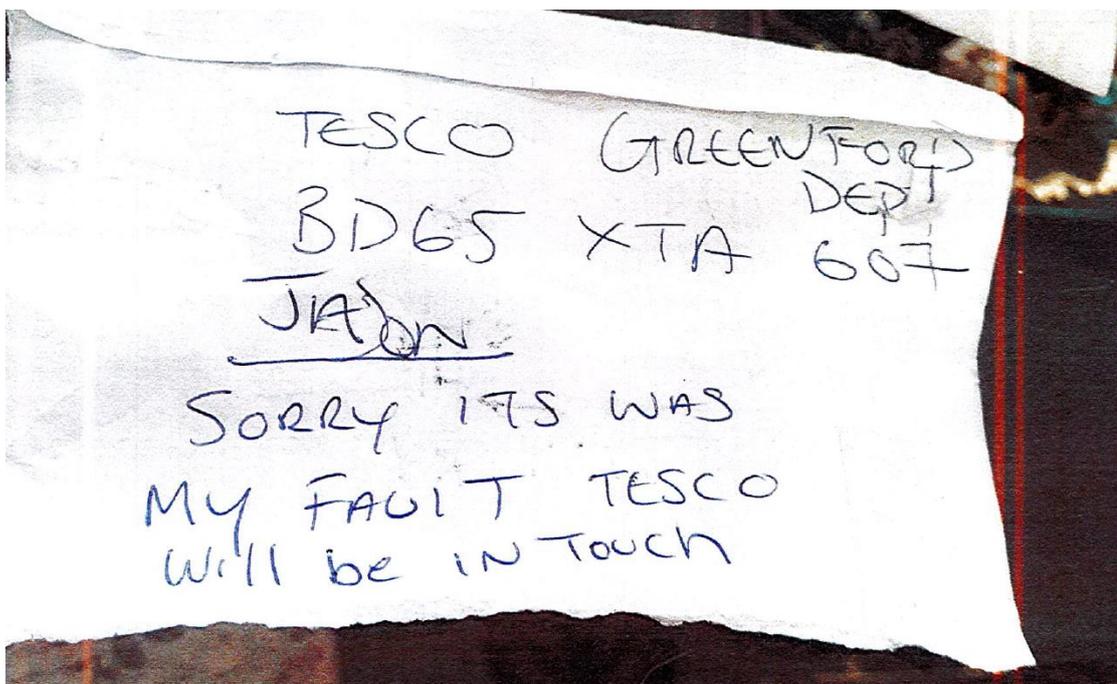
The alleged accident on the 9th August 2019

62. In the CNF submitted by Ms Alghafagi the incident was described as: “the claimant was proceeding on Middle Road when the defendant failed to give way from a side road and collided with the claimant’s vehicle.”
63. A similar description was advanced in the CNFs submitted on the passengers’ behalf.
64. Ms Alghafagi also provided a sketch plan depicting the collision:



65. The description in the Particulars of Claim is: “At approximately 20.40 hours on the 9th August 2019 the Claimant was driving her motor vehicle along Middle Road, Denham when Mr Jason so negligently reversed the motor vehicle out of a side road and into collision with the claimant’s motor vehicle.”

66. Ms Alghafagi told her medical expert Mr Mehdi in his report dated 12th September 2019 her vehicle: “Suffered a passenger side- side impact by a van. She was jolted sideways. She estimated the impact of the colliding vehicle as minor... was not aware of the impending accident impact. She was looking forwards at the time of the impact.”
67. Zhraa Alghafagi told her medical expert Mr Mehdi in his report dated 23rd September 2019: “the vehicle suffered a passenger side- side impact by a van. She was jolted sideways.”
68. Zina Alghafagi told her medical expert Mr Mehdi in his report dated 13th September 2019: “vehicle suffered a passenger side- side impact by a van. She was jolted sideways. She estimated the impact of the colliding vehicle as moderate.”
69. Ms Alghafagi provided disclosure, and this included a note which was said to have been given to Ms Alghafagi at the scene as set out below:



70. Mr Rose was asked about the incident on 4th October 2019 and he stated:

Drivers Statement:

I DID NOT HAVE ANY INCIDENT ON THIS DAY IN THE SLIGHTEST. I WOULD NEVER BE INVOLVED IN ANY COLLISION AND NOT REPORT IT. I HAVE TO CONTINUALLY BE AWARE OF MY SURROUNDINGS, ROAD CONDITIONS ETC HAVING THE UPMOST DUE CARE AND ATTENTION WHEN DRIVING THE TESCO'S VAN. I WOULD NEVER HAVE ANYTHING LIKE THIS HANGING OVER MY HEAD. I JUST THINK THIS IS AN ATTEMPT FOR WHOEVER THIS PERSON IS TO TRY AND MAKE A FRAUDULENT CLAIM.

Signed: 

Date: 04/10/19

71. Mr Rose was interviewed by Mr Maberly in relation to all four accidents on the 29th August 2020. He was interviewed in the presence of his USDAW representative. The relevant extract from the note is set out below:

M	Okay, so what have notice is the time you were supposed to be on that road is 2100 and 21.17pm and you returned to the depot was at 21.45pm do you know would that be accurate ?
D	Denham is not close I don't know what you're trying to relate with. Some of the roads are country road so you can't find the places so clearly.
M	The 3 rd party is alleging they had the acc at 22.09pm and you were back at depot at 21.45. the microlise data that i can see for you're vehicle does show you in middle road Denham, correct post code it shows you in that road between 20.35 and 21.09 it then shows you back at middle road again at 21.06 and leaving at 21.13pm. now I appreciate this is a really long time ago but can you recollect any events from that evening?
D	I know I didn't crush into anyone, I would've report it, I don't know all this stuff and how it works and then you've said the person said I crushed into them after I came back to depot so basically I wasn't there. The time of the acc I was back here already I mean this is the 1 st time I've even heard this one. But I think I've given enough info over the phone and thought this was done and dusted but for me this shows someone is making this up.
M	Do you remember anything unusual happening this evening?
D	Only that the delivery must have been heavy.
M	The claimant is a Mrs. ALGHAFAGI do you know this lady?
D	No. I don't know any one with that kind of name.

72. Mr Rose in his witness statement dated 26th June 2022 provided an account and the relevant extract is reproduced verbatim:

“The confusing things is, the incident did not take place. I do recall, completing a delivery in the area but can confirm that, an incident didn't take place. To add to this claim, this matter was then brought forward, a year later rather than as suggested when this ‘apparent’ incident had occurred. As I am can recall no such incident took place on this date, to appear a year later with expectations of being able to recall something that didn't take or

be confirm the negligent of anything.....

The main inconsistency was the time the accident took place, MM said; for example the crash took place at 2000hrs so there is no way the crash took place because at that time I was at the depot after a few weeks came back and said the accident took place whilst I was still in the area this makes no sense.”

73. In his oral evidence Mr Rose was asked specifically about the vehicle tracking data for the evening of the accident. He was asked why he had waited 26 minutes on Middle Road when his average delivery time ranged from 9- 18 minutes. He said the area could have been dark and he had difficulty locating an address or he may have been on his telephone calling Tesco for further details.
74. Mr Rose was adamant his vehicle had not been involved in a crash that evening. He said he followed the correct procedure in relation to his other crashes and reported the incident. He said he had not reported an accident on this occasion as a crash had not occurred. He said on return to the depot that evening his vehicle would have been checked for any damage. He said he was undertaking an apprenticeship with Tesco at the time, and he would not have wanted to jeopardise that opportunity.

The damage to the Mercedes

75. Ms Alghafagi submitted an engineer’s report from Mr Levitt dated 23rd August 2019. This confirmed the vehicle was a previous total loss on 14.02.2019. Mr Levitt reported the impact severity was moderate and to the nearside. Mr Levitt considered the vehicle was not driveable. Mr Levitt allowed for replacement of the nearside suspension arm, the wheel camber strut, the nearside shock absorber, nearside longitudinal link and rear suspension tie rod and wheel hub and bearing.
76. Mr Etherington, Forensic Collision expert, prepared a report dated 04.06.2022 in which he summarised the damage to Ms Alghafagi’s Vehicle:

“(2.6.17) The nearside rear door has three separate contact lines (red arrows) which are dark in colour and appear to overlap and vary in

height. The door panel is distorted inwards on the forward edge of these lines as illustrated by the deformation in the pressing line in the door panel.

(2.6.24) There is a single slanted area of dark coloured contact marks which commence underneath the fuel filler aperture and extend into the area of maximum inward deformation of the quarter panel. There are no horizontal contact marks leading into or away from the maximum area of deformation on the quarter panel.

(2.6.25) There are no contact marks linking this slanted mark with the three contact marks on the nearside rear door.

(2.6.31) The contact mark on the quarter panel is different to the contact marks on the door and there are no marks linking the contact marks and the damage on the door to the contact marks under the fuel filler flap.

(2.6.35) There is a single dark coloured scratch (red arrow) on the rear section of the quarter panel which is behind the induced damage crease.

(2.6.36) The contact line is different to the other contact marks on the quarter panel and nearside door.

(2.6.38) Photograph 20 - shows that the single scratch on the quarter panel has extended onto the outer section of the lamp lens, leaving some scratches and possible partial fractures of the lens.

(2.6.45) [On the rear nearside wheel alloy] There are two parallel contact marks on the wheel spoke and another coarse gouge on the adjacent parallel spoke.”

77. There are therefore four areas of damage to Ms Alghafagi’s vehicle identified by Mr Etherington: 1. The nearside rear passenger door. 2. The front of the nearside rear quarter panel. 3. The rear section of the nearside rear quarter panel. 4. The damage to the rear wheel.

78. Mr Etherington’s opinion on the compatibility of the damage between Ms Alghafagi’s vehicle and Tesco’s vehicle is as follows:

“(3.1.8) I am of the opinion that this contact damage on the Mercedes door is not consistent with contact with anywhere on the rear profile of a standard Tesco Iveco grocery delivery vehicle.

(3.1.9) I have then considered the impact into the nearside rear quarter panel.

(3.1.10) I do not have the height of this damage to the Mercedes, but it could be consistent with the height of the ends of the rear cross member

on the Iveco. I cannot confirm this as I do not have measurements of the Mercedes but on visual examination this is not obviously inconsistent.

(3.1.11) This damage to the Mercedes can only have occurred when the Mercedes was stationary because there are no marks leading rearwards away from the area of maximum deformation. This damage could be consistent with the two vehicles contacting each other but it is not consistent with the Mercedes moving forwards as described in the collision circumstances.

(3.1.12) I have then considered the single line on the rear quarter panel that extends onto the nearside rear lamp.

(3.1.13) This is at a different height to the contact marks on the door and a different profile. There is nothing on the Iveco rear profile that would be consistent with this single line leading into the nearside rear lamp.

(3.1.14) There is nothing to link the three separate areas of damage on the door, the central area of the quarter panel and on the rear section of the quarter panel and I am of the opinion that these three separate areas of damage have occurred as a result of the three separate incidents.

(3.1.15) The damage to the rear wheel is minor and is limited to two of the spokes. If the damage to the quarter panel was caused by contact with the lower edge of the alloy cross member then the rear profile of the Iveco would be too high to contact the wheel so this damage cannot have occurred as a result of contact from the Iveco.

(3.1.17) After considering the damage to the wheel, the rear door, the quarter panel, and lamp, I am of the opinion that none of these areas of damage are compatible with the reported collision circumstances or contact with either rear corner of a standard Tesco Iveco grocery delivery vehicle.

(3.1.18) The only damage that may be compatible is the quarter panel below the fuel filler flap, but this damage occurred when the Mercedes was stationary, so this is inconsistent with the reported collision circumstances.”

79. In his oral evidence Mr Etherington confirmed he had not inspected either vehicle. He said he had used measurements for the Tesco van from examining similar Tesco vehicles. However, he said he had not been able to source a similar Mercedes, in the time available to prepare his report, so no measurements were available for that vehicle. He said he was 70-80% sure the damage he had identified at paragraph 3.1.10 of his report was consistent with the Tesco van reversing into a stationary Mercedes.

Similar fact evidence

80. 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, at Appendix 2.
81. The primary links Tesco relied on in these proceedings are Mr Rose's prior accidents and their connection to the Abbey Road Industrial estate and the links emanating from Ms Alghafagi's vehicle.

Submissions

82. Mr Rose submitted he had been "set up." He said he had been asked about the accidents and received a warning and that as far as he was concerned the matter was concluded. He said he could not understand why he had been interviewed about the crash a year later. He said that on the claimant's initial account the timing was such that he was back at the depot. Mr Rose said Mr Etherington's evidence only suggested there "might" have been an impact. He said Tesco's vehicles had damage "all over them" from various scrapes and bumps. Mr Rose said he believed Tesco had manufactured the note provided at the scene to support its claim. Mr Rose asserted he had not been involved in any stage-managed accidents as he wanted to finish his apprenticeship with Tesco.
83. Mr Pulford submitted Mr Rose had the opportunity, means and motivation to take part in the accident. Mr Pulford said the data tracking put the Tesco van at the scene of the alleged accident at the time the accident was pleaded. Mr Pulford asserted on the evidence of Mr Etherington some of the damage claimed was caused by a reversing Tesco van. Mr Pulford said the note was not fabricated by Tesco, and it supported an incident involving Mr Rose's vehicle. He said Mr Rose had "form" for similar crashes and all the damaged vehicles in those crashes had gone to the Abbey Road Industrial estate for repair. He said those links and the nature of the crashes were the "hallmarks" of the conspiracy.
84. Mr Pulford contended Mr Rose was motivated by money like other Tesco drivers. Mr Pulford said that like Mr Parmar Mr Rose had been "swindled" and

not paid for crashing the Tesco van. He said that was why the tracking device showed the Tesco van returning to Middle Road. Mr Pulford said that was when Mr Rose confronted the “swindlers.” Mr Pulford submitted that was why Ms Alghafagi produced the note in support of the claim.

Findings

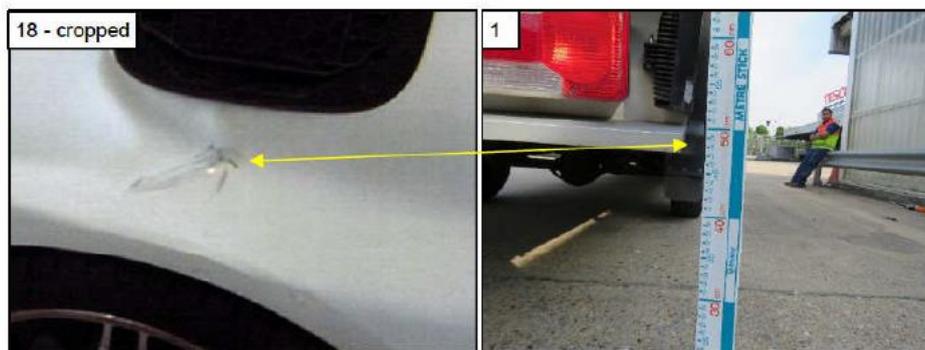
85. I should say at the outset I did not find Mr Rose an impressive witness. Whilst I appreciate, he did not have the benefit of representation, I consider he was belligerent, disrespectful and positively combative. I tried to get him to follow the evidence and his response was “I don’t need to, it’s all a farce. All of it.” At one point Mr Rose stood up and proceeded to walk out of court. He told me he wanted “to go to the toilet.” I advised I would rise for 10 minutes but his response was that the evidence could proceed without him. I duly rose so that the case was presented by Tesco in his presence.
86. I found Mr Rose was unduly aggressive when he gave his evidence. Indeed, I do not consider this judgment, nor the transcript, can do justice to the manner in which Mr Rose engaged with the court process. In the event the matter proceeds elsewhere I consider the tape recording of Mr Rose’s evidence should be provided. For a large part of his evidence he shouted at Mr Pulford, referred to him as “mate” and described the entire case as “rubbish.” He said, “Tesco had millions and wanted to send him to jail.” I consider his vehement display was not righteous indignation but a deliberate attempt to hide the truth from the court.
87. The difficulty with Mr Rose’s contention the case against him is “rubbish” is the objective evidence. In my view what really happened on the evening of the 9th August is established by four key pieces of objective evidence; the driver’s rota, the GPS tracking data, the damage to the Mercedes and the note provided at the scene.
88. There can be no doubt Mr Rose was working on the evening in question and he was driving vehicle registration BD65 XTA. This is demonstrated by the driver’s rota which he was forced to accept in his evidence. That is his first

difficulty as the rota links him directly to the vehicle which the Alghafagis' say was involved in this accident.

89. The second difficulty for Mr Rose is the data from the vehicle. The GPS tracking data for BD65 XTA shows the timing of the deliveries made by Mr Rose on that shift. All were completed within a range of 9-18 minutes. However, this delivery was different. Mr Rose was stationary on the road for 26 minutes, there is then movement of the vehicle culminating in a sudden stop. Mr Rose then leaves Middle Road but returns at 9.06pm and then waits for a further 7 minutes. Leaving aside the location, the pattern is out of step with Mr Rose's actions on any other delivery. In ordinary circumstances little would turn on that aspect, but I find it is material in this instance. I also reject Mr Rose's verbose explanation that he might have been looking for an address in the dark or telephoning Tesco.
90. The GPS data places that very Tesco vehicle on the road where the incident is said to have taken place. In my view Mr Rose had no explanation for that. The only explanation he provided was designed to deflect from the real issue. Mr Rose kept saying that Ms Alghafagi had provided a different timing when the claim was first notified to Tesco and his vehicle could not have been involved as he was back at the depot. That explanation avoids the very real difficulty for Mr Rose; that he was driving on the very road where the incident is alleged to have taken place.
91. The third piece of objective evidence is the damage to the Mercedes. Mr Etherington prepared a comprehensive report of 52 pages. I have considered the report and the accompanying photographs with care. Mr Etherington sets out his qualifications and experience in Appendix 1 which is some 5 pages in length. It is an impressive document attesting to the extent of his experience and knowledge and his independence is confirmed by his split of instructions for 2021/22 of 56% claimant, 43% defendant and 3% single joint.
92. I also had the benefit of Mr Etherington's evidence in the witness box. The presentation of his evidence was unusual as Mr Rose elected not to ask him any questions. Mr Pulford was therefore obliged to lead his own witness through the

contentious aspects of the engineering evidence. I was impressed by the calm, careful manner in which Mr Etherington explained various aspects of his report particularly as during his evidence Mr Rose abruptly tried to leave court. In answer to a direct question from me Mr Etherington carefully explained why there were no measurements within his report in respect of the Mercedes to inform the conclusion he reached in paragraph 3.1.10-3.1.11 which is illustrated below:

3.1.10 I do not have the height of this damage to the Mercedes, but it could be consistent with the height of the ends of the rear crossmember on the Iveco. I cannot confirm this as I do not have measurements of the Mercedes but on visual examination this is not obviously inconsistent.



3.1.11 This damage to the Mercedes can only have occurred when the Mercedes was stationary because there are no marks leading rearwards away from the area of maximum deformation. This damage could be consistent with the two vehicles contacting each other but it is not consistent with the Mercedes moving forwards as described in the collision circumstances.

93. Mr Etherington said that even absent measurements from the Mercedes he was 70-80 percent certain the damage illustrated in photograph 18 was consistent with a Tesco vehicle reversing into a stationary Mercedes. I found Mr Etherington an impressive witness and I have no hesitation in accepting the entirety of his evidence and in particular on this crucial aspect.
94. Mr Rose described this aspect of the evidence as “might be caused.” That is not my interpretation of Mr Etherington’s careful, reflective evidence. I consider it is compelling evidence which is entirely consistent with the GPS tracking which records the Tesco van accelerating and coming to an abrupt halt on Middle Road. In my view that further objective evidence is consistent with the Tesco

van being driven into the Mercedes and it lends support to Mr Etherington's conclusion that the area of damage shown in photograph 18 was caused in a crash with a Tesco van. It was caused when Mr Rose reversed into it at the direction of others.

95. The fourth piece of objective evidence is the note. Mr Rose said the note had not been shown to him prior to these proceedings. That is correct because it was not provided by the Alghafagis until the litigation. It was therefore not available when Mr Rose was interviewed by Tesco. The source of the note and the timing of its disclosure is sufficient to dispose of Mr Rose's serious allegation Tesco manufactured the note reproduced at paragraph 69 of this judgment. The Alghafagis provided the note in support of their contention an accident had happened with a Tesco van BD65 XTA from the Greenford depot.
96. The note correctly identified the very Tesco van which had been on Middle Road that evening. It also stated the van came from the Greenford depot. Whilst it is theoretically possible the Alghafagis could have seen the van in the area and chosen to note down the registration number at random, the reference to the depot, destroys that potential argument. The words "Greenford Dep" belie the truth. I consider Mr Rose recognised that attendant difficulty during the course of his cross-examination. When he was asked by Mr Pulford how the Alghafagis would know the name of the depot Mr Rose said it was "the main one." He was then asked whether he was saying there were no other Tesco depots in London. After some obfuscation Mr Rose said he did not know if there were any. The reality is that the Alghafagis could not possibly have known that vehicle registration BD65 XTA came from the Greenford depot unless someone had supplied them with that information. The someone was either Mr Rose himself or the person who had engaged him. I find Mr Rose was one of the drivers who had been targeted by persons unknown to "crash for cash" as described by Mr Suleman, Mr Salazar, Mr Palenta and Mr Parmar.
97. I accept Mr Rose's evidence he did not write the note. In my view it was the only credible aspect of his evidence. He did not write it because he is not correctly identified. Further, in the statement from Mr Parmar produced as a document in this case Mr Parmar describes how Tesco drivers are supplied with

collision report forms or “Bump cards” to report incidents. A driver would therefore have no need to leave such a note, as there was a specific form for that purpose. I am also satisfied no driver would admit liability in such a document.

98. I consider the note was “manufactured” as Mr Rose asserts, not by Tesco, but by the Alghafagis. I find Mr Rose was “swindled” by his co- conspirators as having accelerated and reversed into the stationary Mercedes he was not paid his promised money. I find Mr Rose was infuriated by the failure to pay and so he returned to the scene to remonstrate with those who had organised the crash. When they refused to pay him, I find he then said he would have nothing to do with it. That explains the return to Middle Lane and the further 7 minutes on Middle Lane. There is no other logical explanation. It also explains why Mr Rose did not report the incident. He was determined the conspirators would not succeed as he had not been paid for his part in the conspiracy.
99. There is other evidence which supports the objective evidence an accident occurred. First there is Mr Rose’s own account. Mr Rose was initially asked about the matter in October 2019, not years after the incident as he contended during his evidence. In that handwritten account, reproduced at paragraph 70 of this judgment, he denied any incident had taken place and asserted it was a fraudulent claim. In his interview he maintained there had not been a crash.
100. In Mr Rose’s witness statement for these proceedings dated 22nd June 2022 he said he did recall making a delivery in the area. I find that a remarkable admission given Mr Rose must have made hundreds if not thousands of deliveries. I ask rhetorically why would he remember that one delivery? Further, that statement is at complete contrast to his evidence in the witness box when he said, “that it is all rubbish anyway and he could not remember... he did not know.” Mr Rose did not provide any coherent explanation as to, why or how, he remembered the delivery in June 2022 but could not remember it in November 2023. I find his defensive approach in the witness box was because he appreciated that if he remembered the delivery, he had to provide some explanation as to his movements on Middle Road, beyond the vague explanation he provided about it being dark and perhaps phoning Tesco for instructions.

101. The objective evidence is also supported by the Alghafagis' account. They provide the registration number for a Tesco vehicle. They identify the correct Tesco depot for the vehicle. They assert there was a crash on Middle Lane involving that vehicle. The Tesco vehicle was on Middle Lane as the GPS tracking data demonstrates. The Alghafagis gave a time for the incident which roughly fits with the GPS tracking data. They assert the vehicle reversed into their Mercedes which is supported by Mr Etherington's evidence. The basic elements of their account accord with the evidence.
102. This accident also needs to be considered in the context of Mr Rose's other accidents whilst driving a Tesco vehicle. Mr Rose was at pains to distance himself from those crashes. He blamed the incidents on the camera system in the Tesco vans. He also said he had followed the correct procedure and reported the crashes thereby suggesting they were all entirely genuine. Mr Rose also sought to distance himself from the repair of those vehicles on the Abbey Road Industrial estate saying, "I do not care and what has that got to do with me?"
103. I am not persuaded the three prior accidents had anything to do with the reversing cameras on Tesco's vehicles. I find there is a pattern to those preceding crashes which feeds into the instant case. All three crashes occurred on a residential street, at night when a Tesco van was reversing from a minor road onto a major road. I do not consider those common elements are a mere "coincidence" as Mr Rose would have me believe. Further whilst Mr Rose was incredulous that it should be suggested he was involved in the repair of the vehicles and that Tesco should produce CCTV footage of him present at the Abbey Road Industrial estate I find the location of repair is again no mere coincidence. Abbey Road plays a key role in this, and other conspiracies, as is evident from the Similar Fact Evidence at Appendix 1. All four crashes link Mr Rose to the Abbey Road Industrial estate. The three other crashes are cases 19, 20 and 21 in the linked actions table set out at the start of this judgment. I consider the attendant features are not "coincidences" but as Mr Pulford described the "hallmarks" of the conspiracy.
104. I am satisfied, based on the evidence of Mr Suleman, Mr Salazar, Mr Palenta and Mr Parmar that Tesco Greenford depot drivers were deliberately targeted

by persons unknown to be involved in stage- managed crashes. I find Mr Rose was one such driver. I consider that notwithstanding he had received a warning for his driving he agreed to crash his Tesco van that evening. I find that is why he remembers the delivery. Indeed, that is the only coherent reason for him to remember any particular delivery. I find Mr Rose remembered it because he was not paid and that explains why he did not report the crash. I find the outrage he displayed during the trial is because he thought, following the investigation by Mr Maberly, “he had got away with it.” I find he was even more sure that was the case when the Alghafagis discontinued proceedings.

105. Mr Rose was at pains to explain his straightened financial circumstances. I find that was his motivation. He saw Tesco as a poor employer, who on his account, took advantage of their workers. He considered because “they made millions” they could afford to pay for any claims whether, or not, legitimate. Thus, driven by his need for cash and with his “attitude” I find he agreed to crash his vehicle into the stationary Mercedes. Then, when his fellow conspirators failed to pay, he thought he would exact his revenge by disavowing his involvement.
106. I find there was no “accident” on the 9th August 2019 but a stage-managed crash.

Conclusion on liability

107. On my findings Ms Hanaa Alghafagi made false statements of fact knowingly:

1. When Ms Hanaa Alghafagi sent a Claim Notification from in which she asserted

“The claimant was proceeding on Middle Road. When the defendant failed to give way from a side road and collided with the claimant’s vehicle.”

“Injuries include pain to neck and shoulder”.

2. When Ms Hanaa Alghafagi submitted a Claim Form, Particulars of Claim containing the following statements of fact:

“2. ... the Claimant was driving her motor vehicle along Middle Road, Denham when Mr Jason so negligently reversed the motor vehicle out of a side road and into collision with the claimant’s motor vehicle”.

3. When Ms Hanaa Alghafagi submitted a medical report by Mr Mehdi, in which she alleged:

“... Mrs Alghafagi was not aware of the impending accident impact. She was looking forward at the time of impact.....suffering with “pain and stiffness to the neck”, “pain and stiffness to the right shoulder”, “pain and stiffness to the left shoulder”, “headaches” and “travel anxiety/discomfort”.

108. I find Ms Hanaa Alghafagi made false statements to Tesco regarding the facts and cause of the accident, her losses, in respect of her vehicle and I find in so doing Ms Hanaa Alghafagi made fraudulent misrepresentations to Tesco.

109. Zhraa Alghafagi made false statements of fact knowingly:

1. When she submitted a CNF to Tesco on 10 September 2019. Within the CNF is a factual assertion about the collision

“The claimant was a passenger in a vehicle proceeding on Middle Road when the defendant failed to give way from a side road, resulting in a collision with the vehicle the claimant was a passenger in....“injuries include: pain to the neck and back.” At the end of that CNF is a Statement of Truth, signed by a legal representative on Zhraa Alghafagi’s behalf.

2. When Zhraa Alghafagi submitted a medical report by Dr Sherif Helmy, in which she alleged:

“... Miss Alghafagi was not aware of the impending accident impact. She was looking forward at the time of impact.....pain and stiffness to the neck referred into both shoulders with associated headaches.... pain and stiffness to lumbar spine and feeling shocked and shaken.”

110. Zina Ms Alghafagi made false statements knowingly:

1. When she submitted a CNF to Tesco on 27 August 2019. Within the CNF is a factual assertion about the collision

“The claimant was a passenger in a vehicle proceeding on Middle Road when the defendant failed to give way from a side road, resulting in a collision with the vehicle the claimant was a passenger in..... Injuries include pain to the head, neck and shoulder.”

At the end of that CNF is a Statement of Truth, signed by a legal representative on her behalf.

2. When Zina Alghafagi submitted a medical report by Mr Mehdi in which she alleged:

“... Miss Alghafagi was not aware of the impending accident impact. She was looking forward at the time of impact....suffering with pain and stiffness to the neck, pain and stiffness to the right shoulder... pain and stiffness to the left shoulder....headaches and travel anxiety/discomfort.”

111. Therefore, based on my findings Zhraa Alghafagi and Zina Alghafagi separately made false statements to Tesco regarding the facts and cause of the accident and asserted losses and in so doing have made fraudulent misrepresentations to Tesco.

112. Mr Rose made false statements to Tesco regarding the facts of the accident and in so doing has made fraudulent misrepresentations to Tesco. Mr Rose has repeatedly denied any involvement in a collision with Ms Alghafagi's vehicle.

He said:

1. “I did not have any incident of this day in the slightest. I would never be involved in any collision and not report it. I have to continually be aware of my surroundings, road conditions etc having the utmost due care and attention when driving the Tesco's van. I would never have anything like this hanging over my head. I just think this is an attempt for whoever this person is to try and make a fraudulent claim.”

2. In an Indemnity Questionnaire he said: “can't recall registration number as I was never involved in any accident”.

3. In interview on 29.08.20 he said:

“I've got some records here that relate to previously being spoken to about acc that have happened on the 24th may 2019, 26 June 2019 and 3rd July 2019. Where it was deemed where these acc were preventable”- - Yes., and following I haven't been in any accidents since apart from one that's apparently someone said I've crashed into them or something like that I don't know if at this stage, I don't know if the accidents that mark is referring to at the time I was suffering some bereavements it was two or three that I'm not sure if I had time off I just working trying to forget it. The only one that would have been not within that time.....

I know I didn't crush into anyone, I would've report it, I don't know all this stuff and how it works and then you've said the person said I crushed into them after I came back to depot so basically I wasn't there. The time of the acc I was back here already I mean this is the 1st time I've even heard this one. But I think I've given enough info over the phone and thought this was done and dusted but for me this shows someone is making this up.”

4. In his witness statement when he said:

“The confusing things is, the incident did not take place....I do recall, completing a delivery in the area but can confirm that, an incident didn't take place....To add to this claim, this matter was then brought forward, a year later rather than as suggested when this 'apparent' incident had occurred”. “As I am can recall no such incident took place on this date, to appear a year later with expectations of being able to recall something that didn't take or be confirm the negligent of anything....The main inconsistency was the time the accident took place, MM said; for example the crash took place at 2000hrs so there is no way the crash took place because at that time I was at the depot after a few weeks came back and said the accident took place whilst I was still in the area this makes no sense.”

113. The statements of fact made by Ms Alghafagi, Mr Rose, Zhraa Alghafagi and Zina Alghafagi are untrue because the accident was not caused by negligence. I have found that Ms Alghafagi's vehicle was stationary at the time of the collision and the accident was caused by the intentional acts of both Mr Rose and the driver of Ms Alghafagi's vehicle by reason of a prior arrangement.
114. Ms Alghafagi knew, by reason of orchestrating the collision her statements of fact were untrue. Similarly, Zhraa Alghafagi and Zina Alghafagi knew, by

reason of orchestrating, and taking part in the staged collision, their statements of fact were untrue.

115. Mr Rose knew, by reason of orchestrating the collision, and subsequently denying the occurrence, that his statements of fact were untrue.
116. I am satisfied Ms Alghafagi, Zhraa Alghafagi, Zina Alghafagi and Mr Rose intended Tesco to act upon the statements of fact. In the case of the Alghafagis I am satisfied that is demonstrated by the submission of court documents accompanied by a statement of truth. In the case of Mr Rose, I am satisfied that is so by his repeated assertions the collision never took place.
117. I am satisfied on the basis of Mr Maberly's evidence Tesco suffered damage. I am not persuaded the damages should be reduced because Tesco's employees were employed by them in any event. If this fraud had not been perpetrated, they could have been deployed on other work. Tesco are entitled to recover £3331.65 which equates to £832.91 per party but in any event, they are jointly and severally liable.
118. In terms of the tort of Conspiracy on my findings Ms Alghafagi, Zhraa Alghafagi, Zina Alghafagi and Mr Rose worked together with others unknown to cause an intentional crash with the clear intention of damaging Tesco by securing damages.
119. I am satisfied Ms Alghafagi, Zhraa Alghafagi and Zina Alghafagi did so unlawfully by pursuing a dishonest claim as per Howlett v Davies [2017] EWCA Civ 1696. In my view nothing can be more fundamental to a claim than its manufacture.
120. I am also satisfied Ms Alghafagi, Zhraa Alghafagi, Zina Alghafagi and Mr Rose 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.”

121. Ms Alghafagi, Zhraa Alghafagi, Zina Alghafagi and Mr Rose 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).”

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

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

Damages

124. I am satisfied Tesco is entitled to recover the compensatory element in the total sum of £3331.65.

125. Tesco also seeks an award of exemplary damages. Mr Pulford relying on Axa Insurance Plc v 1) Financial Claims Solutions 2) Mohammed Aurangzaib 3) Hakim Mohammed Abdul [2018] EWCA Civ 1330 asked me to make an award of exemplary damages of £15,000 in respect of Ms Alghafagi, Zhraa Alghafagi, Zina Alghafagi and £17,000 in respect of Mr Rose.
126. 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.”
127. 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.

128. In stage managing the crash the Alghafagis persuaded an employee of Tesco to engage in the conspiracy. They paid money to stage that crash. They signed statements of truth and abused the court process. That is a direct attack on the administration of justice. They are also directly linked to the Abbey Road Industrial estate and Hano Autos. They induced Mr Rose to commit crimes whilst under the auspices of Tesco's name. This was a gross breach of trust which struck at the core of Tesco's business and its interface with its customers. Mr Rose maintained to the death that there was no crash. On my findings by so doing, he has repeatedly lied to his employers and to this court in statements and in his evidence. Mr Rose took part in a crash under the protection of Tesco's insurance policy. He could have seriously injured somebody. Thereafter he sought to cover his tracks by repeated untrue denials that no accident had happened. He also made a serious allegation at the eleventh hour that Tesco had manufactured evidence. Partly as a result of his actions and his co-conspirators Tesco has also upgraded the cameras which protect their vehicles at an unspecified cost. The subsequent investigation into this incident and others has also affected Tesco's relationship with its employees.
129. 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.
130. No parties have furnished the court with any details as to their income. Mr Pulford sought to distinguish the respective exemplary damage payments and

indeed put Mr Rose at the heart of the conspiracy. I consider there should be no such distinction. Each and every conspirator played a key part in this fraud. Whilst I have had due regard to Mr Pulford's representations, I do not consider that £15,000, or indeed £17,000, is sufficient to mark the extent of the outrageous conduct nor to act as a sufficient deterrent. I am satisfied that given the extent of the egregious conduct and the extent of the conspiracy as clearly set out in Appendix 1 that Ms Alghafagi, Zhraa Alghafagi, Zina Alghafagi and Mr Rose should each pay £18,000 in exemplary damages.

131. There will be judgment for Tesco accordingly and I shall ask Mr Pulford to calculate the appropriate interest in respect of the compensatory element.
132. 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

DONOVAN ROSE

- 1.1. Donovan Rose, while employed by Tesco has been involved in 4 collisions, as detailed below:

- 1.1.1. Donovan Rose while employed by Tesco had a second collision for which a claim was brought by Saman Hussain (Case 19). The facts of the collision are:

- i. It occurred at 22.20 on 10.05.2019.

- ii. The Tesco vehicle was reversed into collision.
 - iii. The Claimant's Vehicle (a Land Rover registration K777 ORD) was reportedly inspected at Hano Autos UK Limited at 2 Creek Road London, SE8 3EL. Image 1.jpg, 2.jpg, 3.jpg behind that report show the location at which the vehicle was stored. This is not accepted, as dealt with below.
- 1.1.2. Donovan Rose while employed by Tesco had a third collision for which a claim was brought by Abdulgader Allenizi (Case 20). The facts of the collision are:
- i. It occurred at 21.22 on 24.05.2019.
 - ii. The Tesco vehicle was reversed into collision.
 - iii. The Claimant's Vehicle (a Land Rover registration T18AYO) was inspected at HS Motors at 9B Abbey Industrial Estate, Mount Pleasant, Wembley, HA0 1NR.
- 1.1.3. Donovan Rose while employed by Tesco had a collision for which a claim was brought by Mohammed Almaki (Case 21). The facts of the collision are:
- iv. It occurred at 20.00 on 03.07.2019.
 - v. The Tesco vehicle was reversed into collision.
 - vi. The Claimant's Vehicle (a Land Rover registration D7 SYR) was stored and repaired at Alaska Motors at Unit 9A Abbey Industrial Estate, Mount Pleasant, Wembley, HA0 1NR.
- 1.1.4. Donovan Rose while employed by Tesco had a fourth collision for which a claim was brought by Hanaa Alghafagi for personal injury, vehicle damage and credit hire. For the same collision Claims Notification forms were served on Tesco by Zhraa Alghafagi and Zina Alghafagi (Case 3) seeking damages for personal injury. The facts of the collision are:
- i. It occurred at 20.40 on 09.08.2019.

- ii. The Tesco vehicle was reversed into collision.
- iii. The Claimant's Vehicle (a Mercedes Benz registration N444 HLE) was inspected at Dima Motors, Unit 9B Abbey Industrial Estate, Wembley, HA0 1NR.

1.1.5. Images of the Abbey Industrial Estate have been disclosed.

1.1.6. In interview Donovan Rose confirmed having been warned about having been involved in accidents in May 2019, June 2019 and July 2019.

1.1.7. The Claimant alleged that she was given a note at the scene of the collision reading "TESCO GREENFORD BD65 XTA 607 JASON SORRY IT WAS MY FAULT TESCO WILL BE IN TOUCH".

THE CLAIMANT'S VEHICLE

1.2. The Claimant's Vehicle underwent a successful MOT on 14 June 2019 at Safe Autos Unit 7c Abbey Estate, Mount Pleasant, Alperton, HA7 1RS. This is the same garage which carried out an MOT on the vehicle in Case 7 Mouradi.

1.3. An Experian Autocheck reveals the Claimant's Vehicle:

- i. Was recorded as Category S Total Loss following an incident on 14.02.2019.
- ii. Changed keeper on 26.04.2019.
- iii. Was subject to a registration plate change on 26.04.2019.

1.3.1. Zhraa Alghafagi was appointed as Director for Dimaa Motors twice:

- i. On 08.08.2019 Zhraa Alghafagi became the director of Dimaa Motors. Zhraa Alghafagi gave a date of birth of June 1999 and the address of Unit 9A Abbey Industrial Estate Mount Pleasant Wembley HA0 1NR. This directorship ended on 09.08.2019.

DIMAA MOTORS

- 1.4. On 09.08.2019 Zhraa Alghafagi appears to have again been appointed the director of Dimaa Motors Limited. Zhraa Alghafagi gave a date of birth of September 1999 and the address of 558 Whitton Avenue West, Greenford UB6 0EF.
 - 1.4.1. Zhraa Alghafagi's Claim Notification Form provides her date of birth of 10.06.1999 and her address as 558 Whitton Avenue West, Greenford UB6 0EF.
 - 1.4.2. It is asserted within her CNF that Zhraa Alghafagi has no National Insurance number as she is a minor. As at the collision and the CNF Zhraa Alghafagi was 20 years old.
 - 1.4.3. Dimaa Motors Limited provided a repair invoice and a recovery invoice both bearing the address 'Unit 9a Abbey Industrial Estate Mount Pleasant Wembley HA0 1NR'.
 - 1.4.4. In Case 21 two claims were intimated by Mohammad Almaki and Salem Almaki. The Claimant's Vehicle was recovered, inspected and repairs by a business trading as Alaska Motors under the registered company name 'Lola Trading Limited', at address Unit 9a Abbey Industrial Estate Mount Pleasant Wembley HA0 1NR (same unit address as Dimaa Motors).
 - 1.4.5. The Tesco Driver in Case 21 was Donovan Rose, the First Part 20 Defendant.

1.4.6. The registered director of Lola Trading Limited is Arkan Ibrahim.

1.4.6.1. The registered address for Lola Trading Limited was changed on 02.03.2022 from Unit 9a Abbey Industrial Estate Mount Pleasant Wembley HA0 1NR to Unit 25 Abby Industrial Estate Mount Pleasant Wembley HA0 1NR.

1.4.6.2. Arkan Ibrahim is the former director of P&A Motors UK Limited. P&A Motors UK Limited's former address is 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE.

1.4.6.3. 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE is the registered address of Hano Autos UK Limited.

HANO AUTOS/ AWARA MARIO

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

- xi. Case 1 Mazlum Bahceci.
- xii. Case 2 Mohammed Namdar.
- xiii. Case 4 Shireen Morgan.
- xiv. Case 5 Shimaa Khattawi.
- xv. Case 6 Adel Motlaghi Sayahi.
- xvi. Case 13 Eda Yaman.
- xvii. Case 15 Bower Lally.
- xviii. Case 16 Rinas Ahmed.
- xix. Case 19 Saman Hussain.
- xx. Case 29 Monika Rogalewicz.

- 1.6. 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.

- 1.7. Awara Mario in his LinkedIn profile reports he is the director of Hano Autos Limited.
 - 1.7.1. Hano Autos Limited's registered address is 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE.

 - 1.7.2. There are two further companies bearing the name 'Hano':
 - 1.7.2.1. 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.

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

- 1.8. 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:
 - 1.8.1. 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.

1.8.2. 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE (as set out above);

1.8.3. 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.

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

ii. 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE.

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

iv. 2 Creek Road, Deptford, London SE8 3EL.

v. Unit 7 Sabre House, Belvue Road, London, UB5 5QJ.

1.10. 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE (the address for Hano Autos UK Limited, Hano Autos Ltd and Hano UK Limited) is the former registered address of P&A Motors UK Limited which is directed by Arkan Ibrahim:

1.11. Arkan Ibrahim is the registered director of Alaska Motors t/a Lola Trading Limited with the former registered address of Unit 9a Abbey Industrial Estate Mount Pleasant Wembley HA0 1NR.

1.12. 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

1.12.1. 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

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

1.13.1. ROJ Motors is alleged to have provided storage and repair services in the following cases:

- i. Case 11 Hashimi Al Hashim.
- ii. Case 12 Bakiyar Abdulla and
- iii. Case 18 Waleed Hayder Mohamed.

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

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

1.13.4. An invoice for storage and recovery charges from ROJ Motors has been provided in Case 11, Case 12 and Case 18 on which the contact number “02089031259” was provided.

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

- 1.13.5. Further matches also confirm an address of Unit 17 Abbey Industrial Estate Mount Pleasant, Wembley of JJ Motor Body Repairs.
- 1.14. 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.
- 1.15. A Google images show the address '20b' on the Abbey Industrial Estate.
 - 1.15.1. There is no signage to confirm that Roj Motors operates from this location.
- 1.16. 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

- 1.17. 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.
 - 1.17.1. "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.
 - 1.17.2. 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.

1.17.3. 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.

1.17.3.1. 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).

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

1.17.5. 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

1.18. 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.

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

aa. Club 10 Limited (Company Number 14001416);

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

cc. Fast 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).

1.19.1. 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.

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

1.20.1. 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 Gzregorz 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).

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

GHAITH AL WAILI

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

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

1.23. 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. Berkeleymotorslimited
- 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.Document.

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

1.24.1. The Instagram account for Petrichor Designs Limited is @p.designsltd. The Facebook account confirms that he is a project manager for Petrichor Designs Ltd.

1.24.2. The account Petrichor Designs Ltd 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. Mrswisss - the account of Samatar Jama.

iii. Mr_b1arx – the account of Biar Hawaizi.

- 1.25. 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.
- 1.26. 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

- 1.27. 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.
- 1.28. Martaza Al Hamadi was Director of Logistic Solutions 613 Ltd.
- 1.28.1. Martaza Al Hamadi is also listed as the Director of Perivale Motor Group.
- 1.28.2. 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.
- 1.28.3. 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.

1.28.3.1. 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.

1.28.3.2. 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

1.29. 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.

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

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

- 1.29.3. Alexander Reed (Claimant in Case 9) purchased vehicle KT15 USG on 02 November 2018.

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

BOWER LALLY

1.30. 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.

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

1.30.2. 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.

1.31. 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.
 - Carter Motors Limited.
- 1.32. 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

- 1.33. Rinas Ahmed the Claimant in Case 16 collided with Tesco Driver Rakesh Lakhman.
- 1.34. Rinas Ahmed is the director of R & A Repairs Limited.
- 1.34.1. 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.
- 1.34.2. 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 12/02/2019 and 14/05/2019.

1.35. Rinas Ahmed and Bower Lally have therefore owned and insured the same vehicles M88BWR and W8BWR on policies of insurance.

1.36. 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.

1.37. 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.

1.37.1. 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

1.38. 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.

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

1.38.2. 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.

1.38.3. 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.

THE CLAIMANT'S EMAIL PROVIDER

1.1. On 02.09.2021 at 15.53 the Claimant, sent an email from the email address h.alghfagi@gmx.co.uk providing three Reply to Defences for herself and the Second and Third Part 20 Defendants.

- 1.1.1. This email provider (GMX) is the same as is used by Hashim Al Hashimi the Claimant in Case 11.
- 1.1.2. On 02.09.2021 at 15.55 Hashim Al Hashimi sent an email from the email address hashimi123@gmx.co.uk.
- 1.1.3. This email provider (GMX) is the same as is used by Logistic Solutions 613 Limited when communicating in Case 23.
- 1.1.4. Logistic Solutions 613 Limited is the company in Case 23 (Ahmed Khalil) at which the Claimant's Vehicle was stored and inspected at Logistic Solutions Compound Johnsons Way, Coronation Road, Park Royal, London, NW10 7PF.
 - 1.1.4.1. 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.
 - 1.1.4.2. 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.

