

ENGLAND AND WALES / JUDGMENT

Justin Oliver Zinda v Ark Schools & Anor

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DEPUTY MASTER SKINNER KC Approved Judgment Zinda v Ark Schools & another

[2026] EWHC 469 (KB) IN THE HIGH COURT OF JUSTICE KING'S BENCH DIVISION Case No:
KB-2024-002905 Royal Courts of Justice Strand, London, WC2A 2LL Date: 6 March 2026
Before : DEPUTY MASTER LORNA SKINNER KC

- ----- Between : JUSTIN OLIVER ZINDA
- and –
- (1) ARK SCHOOLS
- (2) NATIONAL EDUCATION UNION Claimant Defendants Justin Zinda in person Ben Mitchell (instructed by Stone King LLP) for the First Defendant Martin Mensah instructed by and for the Second Defendant Hearing dates: 18 and 19 December 2025
- ----- APPROVED JUDGMENT This judgment was handed down remotely by circulation to the parties or their representatives by e-mail and by release to the National Archives. Deputy Master Skinner KC:

Introduction

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1. The Claimant in these proceedings was formerly employed by the First Defendant as a Technology and Design teacher at Burlington Danes Academy. He is a former member of the National Union of Teachers, which in 2017 merged with Association of Teachers and Lecturers to form the Second Defendant.
2. By these proceedings the Claimant seeks to set aside two judgments on the grounds that they were obtained by fraud. The judgments in question are: (1) a judgment of master Eastman dated 11 November 2011; and (2) a judgment of Mr Justice Supperstone in the Employment Appeal Tribunal dated 14 November 2014.
3. There are five applications before the Court as follows:

- (1) Claimant's Application dated 15 September 2025 seeking strike out and dismissal/summary judgment against the Second Defendant and an order for an interim payment pending assessment of damages;
- (2) First Defendant's Application dated 5 November 2025 seeking summary judgment on or alternatively strike out of the claim;
- (3) Claimant's Application dated 12 November 2025 and sealed 13 November seeking an order that the First Defendant's Application be dismissed as an abuse of process and is totally without merit on the basis that it was issued prior to a default judgment against it having been set aside;
- (4) Claimant's Application dated 5 December 2025 and sealed 10 December 2025 seeking permission to rely on fresh evidence at his hearing and at trial;
- (5) Claimant's Application dated 15 December 2025 seeking to strike out parts of the witness statement made in support of the First Defendant's Application dated 5 November 2025 on the grounds of process as they are "known to be false".
4. The Claimant confirmed at the outset of the hearing that a further application, seeking an interim payment order against the First Defendant, had been withdrawn in light of the fact that on 11 November 2025 Deputy Master Toogood KC made an order setting aside judgment in default entered against the First Defendant on 12 August 2025.
5. Although the Claimant's application dated 15 September 2025 was the first in time, I determined at the outset of the hearing that it was in accordance with the overriding objective to determine the First Defendant's application first. This was because, if it was determined in the First Defendant's favour, it would not only be determinative of the claim against the First Defendant but of the entirety of the Claimant's claims, including against the Second Defendant, which is essentially parasitic upon the case against the First Defendant.
6. In hearing the First Defendant's application, however, I did permit the Claimant to make reference to, and to the extent relevant, I take into account, the material sought to be relied on by him as fresh evidence. Draft 6 March 2026 13:41 Page 2 DEPUTY MASTER SKINNER KC Approved Judgment Zinda v Ark Schools & another 7. I should also explain that, at the outset of the hearing, I informed the Claimant that, as a matter of procedure, there was nothing in the point that the First Defendant's application had been issued before the application to set aside judgment in default it was determined, not least because it was clear on its face that it was being issued conditionally. Relevant background
8. The current proceedings are the latest in a long history of claims brought by the Claimant against the First Defendant and associated others, including the Second Defendant. It began following his suspension by the First Defendant on 19 March 2008 pending investigation in relation to expenses claims. On 29 March 2008 he met with a Mr Comfort for the purposes of the investigation. On 8 July 2008, following a disciplinary hearing, the Claimant was dismissed for gross misconduct in the form of false accounting. 9. It is not in dispute that it

was never alleged that the Claimant had engaged in grooming or potential grooming of children, or that there were any allied safeguarding concerns about him. Nor was there any investigation or any finding to that effect.

10. On 5 June 2008 the Claimant instituted Employment Tribunal (“ET”) proceedings against the First Defendant, which claim was rejected by the ET as premature.
11. Following his dismissal on 8 July 2008, the Claimant instituted further ET proceedings against the First Defendant. He also appealed the disciplinary findings, and an internal appeal hearing was conducted on 14 November 2008.
12. By way of a compromise agreement dated 19 February 2009, the Claimant and First Defendant settled the ET proceedings and all claims arising out of or in connection with his employment by the First Defendant (“the Compromise Agreement”). In reaching the Compromise Agreement, the Claimant had the benefit of advice from an independent adviser provided by the Second Defendant.
13. Thereafter, the First Defendant communicated to the Department for Children Schools and Families (“DCSF”), the General Teaching Council (“GTC”) and the Independent Safeguarding Authority (“the ISA”) the fact and circumstances of the Claimant’s dismissal. On 7 May 2009 the ISA wrote to the Claimant to notify him that it had received a report from the First Defendant in relation to his dismissal for gross misconduct relating to false accounting and informed him that it had concluded that it was not appropriate to include him on either the Children’s or Adult’s Barred List. It further stated that whilst the Claimant had acted unprofessionally, his actions did not demonstrate or suggest that he would pose a future risk to children.
14. In November 2010 the Claimant brought proceedings for libel, slander and malicious falsehood (claim no. HQ10D04550) against the First Defendant in respect of the communications made to the DCSF, GTC and ISA. The claims were struck out by Draft 6 March 2026 13:41 Page 3 DEPUTY MASTER SKINNER KC Approved Judgment Zinda v Ark Schools & another Master Eastman on 27 May 2011 on the basis that they were brought outside the applicable one-year limitation period. Master Eastman also recorded that they were “totally without merit”. The Claimant’s appeal was dismissed by Mr Justice Eady on 16 December 2011 ([2011] EWHC 3394).
15. In the interim, on 10 February 2011 the Claimant issued negligence proceedings (claim no. HQ11X00506) against the First Defendant’s solicitors, Lewis Silkin LLP. By these proceedings, the Claimant asserted that, in acting for the First Defendant in relation to the Compromise Agreement, Lewis Silkin LLP had acted in breach of a duty of care owed to him. That claim was struck out on the initiative of Master Eyre on the basis that the allegations disclosed no cause of action and costs were awarded in Lewis Silkin LLP’s favour. The Claimant’s application to set aside the order was refused, as was his application for permission to appeal (both on paper and at an oral hearing before Burnett J on 7 July 2011).

16. Also on or around 10 February 2011, the Claimant issued proceedings (claim no. HQ11X00507) against the First Defendant for breach of contract in relation to an alleged breach of the confidentiality and non-denigration provisions in the Compromise Agreement. The Claimant sought to join Lewis Silkin LLP as a defendant, which application was refused by Master Eastman and recorded as being “totally without merit” on 7 September 2011. Permission to appeal that order was refused by Lang J on 6 October 2011. On 11 November 2011 Master Eastman struck out the claim, entered summary judgment for the First Defendant, and recorded the action as “totally without merit” (“the Eastman Judgment”). The Eastman Judgment is the first of the two judgments that the Claimant seeks to set aside by these proceedings. On 14 February 2012 Lloyd Jones J refused the Claimant’s application for permission to appeal, and recorded that the application was “totally without merit”.
17. On 18 May 2012, the Claimant sought permission to bring judicial review proceedings (CO/5233/2012) against the ISA in respect of its refusal to award him compensation for losses alleged to have occurred as a result of its record of the referral from the First Defendant and decision-making process (which record had not been disclosed to any third party). Permission was refused on the papers by Dobbs J on 22 August 2012 and the claim was recorded as being “totally without merit”. Mrs Justice Dobbs also observed that the claim “touches on the subject matter to which the general civil restraint order pertains. Permission to issue the claim should have been sought” (as to which, see paragraph 25, below). Undeterred, the Claimant sought to renew his application at an oral hearing with the result that, on 28 November 2012 Blake J refused permission and made an extended civil restraint order against the Claimant until 17 February 2014. Permission to appeal was refused by the Court of Appeal.
18. In the meantime, the Claimant made a number of unsuccessful attempts to reinstate the ET claims that had been compromised in 2009 by means of the Compromise Agreement. Draft 6 March 2026 13:41 Page 4 DEPUTY MASTER SKINNER KC Approved Judgment Zinda v Ark Schools & another
19. In the ET1 for his first attempt, the Claimant claimed that on 11 November 2011 the High Court had “ruled that the Compromise Agreement is illegal and cannot be enforced”. The claim was rejected by Employment Judge Manley on 30 January 2012 for the following reasons: (a) the ET has no jurisdiction to “reinstate” claims that the Claimant had withdrawn; (b) the claims were out of time; and (c) on 11 November 2011 the High Court had struck out the claim as being without merit, and the judgment did not say that the Compromise Agreement was “illegal”. A requested review of that decision was considered and refused on 15 March 2012 on the basis that there were no prospects of success.
20. On 30 April 2012 the Claimant sought permission to judicially review the ET’s rejection of his claim. This was refused by Irwin J on 11 May 2012 “on the ground that there was no discernible valid basis for the claim”.

21. Subsequently, by letter dated 12 September 2012 the Claimant made a second attempt reinstate the ET proceedings on the basis of “newly discovered facts”. These were, so the Claimant contended, that he had not received an advice letter from his legal adviser when he signed the Compromise Agreement, with the result that the requisite legal requirements had not been complied with. Employment Judge Manley considered the Claimant’s renewed request on 3 October 2012, but maintained that the claim cannot be ‘re-opened’ and that the ET had no jurisdiction in the matter.
22. On 27 June 2013, the Claimant pursued a third attempt to reinstate his ET claims. Employment Judgment Goodman rejected the Claimant’s claim by a decision dated 12 July 2013. The Claimant was given permission to appeal to the EAT by HHJ David Richardson on 20 May 2014. Supperstone J dismissed the Claimant’s appeal in a judgment dated 14 November 2014 (UKEAT/0251/14/LA) (“the Supperstone Judgment”). The Supperstone Judgment is the second of the two judgments that the Claimant seeks to set aside by these proceedings.
23. The Claimant then sought permission to appeal the Supperstone Judgment from the Court of Appeal. This was refused on the papers by Lewison LJ, and following an oral hearing before Bean LJ on 28 July 2015.
24. On 18 February 2014 the Claimant brought a claim in negligence against the Second Defendant’s predecessor, the National Union of Teachers. The claim was subsequently struck out by Master Eastman on 4 March 2015.
25. Perhaps unsurprisingly, given the history outlined above, the Claimant has been subject to a number of civil restraint orders. On 17 February 2012 Tugendhat J made a general civil restraint order against the Claimant in the libel, slander and malicious falsehood proceedings (HQ10D04550), which among other things prohibited him, until 17 February 2014, from issuing claims or making applications to the High Court or any county court against the First Defendant concerning any matter relating to those proceedings without first obtaining the court’s permission. Subsequently, on 28 Draft 6 March 2026 13:41 Page 5 DEPUTY MASTER SKINNER KC Approved Judgment Zinda v Ark Schools & another November 2012 Blake J made the order referred to at paragraph 17 above, extending the prohibitions to claims or applications against any person.
26. A further, general, civil restraint order was then made by Patterson J on 30 June 2015 against the Claimant in the negligence proceedings brought against the Second Defendant’s predecessor. This lasted until 30 June 2017. By that order the court recorded that by the end of June 2015, it appeared that the Claimant had brought eight sets of legal proceedings in connection with his 2008 dismissal. Draft 6 March 2026 13:41 Page 6 DEPUTY MASTER SKINNER KC Approved Judgment The Claimant’s Claim Zinda v Ark Schools & another
27. The evidence which the Claimant contends to be fresh or new evidence is identified at §32 of his Particulars of Claim, as follows: “a. All verbatim transcripts (dated 24th Dec. 2024) of audio recordings of the b. c. d. disciplinary appeal hearing of 14th November 2008; All

verbatim transcripts (dated 24th Dec. 2024) of audio recordings of the disciplinary hearing of 8th July 2008; Verbatim transcripts (dated 24 Dec. 2024) of audio recordings of the investigation meeting with Mr Comfort of 29th March 2008; and General Ledger Cost Centre transactions for Design and Technology printed on 17 September 2008.”

28. The Claimant states, at §33 of his Particulars of Claim, that each of the audio recordings were covertly recorded by him. The Ledger was disclosed to him by the First Defendant as part of the then pending ET proceedings.
29. For reasons which will become apparent, the Claimant states his case in relation to the Supperstone Judgment first, at 34ff of his Particulars of Claim. The key parts are summarised below.
30. As to dishonesty, the Claimant contends, at §34ff of his Particulars of Claim, that an oral representation was made to Mr Justice Supperstone on 14 November 2014 by the First Defendant and/or their legal representative that they had considered that there was a duty to report the Claimant to the ISA having sought advice, on the basis that there was potential grooming. It was in reliance on that statement that the Supperstone Judgment came to be made in the way that it was. The Claimant further contends that this representation was false and that the First Defendant knew it to be so. As a result of the false representation, Mr Justice Supperstone made the findings that he did at [19] and [20] of his judgment, namely: “19. The false expenses charge related to the provision of pizza for children, which was considered by the [First Defendant] potentially as a ‘grooming’ issue. One sees that from the initial assessment made by the ISA on 7 May 2009. Ultimately, the case worker has recorded in the decision note the view was not taken that what had happened constituted ‘relevant conduct or risk of harm [paragraphs] 3 and 4, Schedule 3 of the SVGA 2006’. But that is not the point. The important question is what the school thought to be the position in terms of what had occurred by reference to statutory provisions.
20. ...However, as I have observed, the [First Defendant] considered that there was a duty to do so, having sought advice, in the circumstances, on the basis that there was potential grooming.” Draft 6 March 2026 13:41 Page 7 DEPUTY MASTER SKINNER KC Approved Judgment Zinda v Ark Schools & another 31. In relation to the Eastman Judgment, the Claimant’s case is set out at §44ff of his Particulars of Claim. The key parts are summarised below.
32. As to dishonesty, that Counsel for the First Defendant made orally at the hearing, and in writing in his Skeleton Argument, representations which were false and which the First Defendant knew to be false. These were that his breach of contract claim in relation to the Compromise Agreement had no real prospects of success because it could not be construed so as to prevent the First Defendant from making factual disclosure to the relevant authorities as required by law; even if it did, it would not be enforceable as contrary to public policy. Further, and in any event, any alleged breach cannot have caused the Claimant to suffer recoverable loss because the Claimant was not at any stage prevented from

teaching as a result of the First Defendant's disclosure to the relevant authorities.

33. Further, the Claimant contends, these representations were false, and knowingly so, because the First Defendant and/or their legal representations later agreed at the hearing leading to the Supperstone Judgment that there were two conditions, both of which must be met in order to trigger the statutory duty to report to the ISA, one of these being that the referrer must "think" that the person referred has engaged in conduct which harms children or puts them at risk of harm.
34. The Claimant contends that it was in reliance on these representations that Master Eastman came to make the Eastman Judgment. He refers in particular to [14] and
[15] of that judgment, in which Master Eastman stated the following: "14. ...I am quite satisfied that certainly the second ground of the challenge to this claim brought by the defendants, namely that there was an implied term enabling the defendant to make such disclosures to the relevant authorities as were required by law, is in the circumstances a good one and that there was such an implied term in the contract."
15. It is axiomatic that when there are legal duties, to make factual statements such as those which were made by this defendant to statutory bodies, no contract between the parties can be made and legally made by the parties, both of whom had received legal advice which would effectively get round the legal obligations. In the overall context of both public policy and contractual law it seems to me as plain as a pikestaff that in the absence of an express term to that effect there will have had to have been an implied term of that sort so as to make this contract legally operable which was clearly the intentions of the parties."
35. Additionally or alternatively, the Claimant complains of these representations as malicious falsehood. To the extent that he does so, his claims are plainly time-barred pursuant to section 4A of the Limitation Act 1980.
36. So far as the Second Defendant is concerned, the Claimant contends that the information provided to the ISA by the First Defendant was untrue and, among other things, failed to tell Master Eastman and Mr Justice Supperstone that there was no legal duty and no potential grooming. This, so he contends, is in pursuance of a Draft 6 March 2026 13:41 Page 8 DEPUTY MASTER SKINNER KC Approved Judgment Zinda v Ark Schools & another common goal to act in various ways against the interest of the Claimant, including in obtaining a General Civil Restraint Order. Applicable rules and principle Strike out and summary judgment
37. CPR 3.4(2)(a) provides for strike out where a "statement of case discloses no reasonable grounds for bringing ... the claim".
38. Pursuant to CPR 24.3 the court may give summary judgment against a claimant on the whole of a claim if: (a) it considers that the party has no real prospect of succeeding on the claim; and (b) there is no other compelling reason why the case should be disposed of at a trial.

39. The approach that the court should take on an application was set out by Lewison J in in *Easyair Ltd v Opal Telecom Ltd* [2009] EWHC 339 (Ch) at [15] (approved by the Court of Appeal in *AC Ward & Son Ltd v Catlin (Five) Ltd* [2009] EWCA Civ 1098;
- [2010] Lloyd's Rep IR 301). The seven key principles (omitting internal citations) are these: "(i) The court must consider whether the claimant has a 'realistic' as opposed to a 'fanciful' prospect of success; (ii) A 'realistic' claim is one that carries some degree of conviction. This means a claim that is more than merely arguable ... (iii) In reaching its conclusion the court must not conduct a 'mini-trial' ... (iv) This does not mean that the court must take at face value and without analysis everything that a claimant says in his statements before the court. In some cases it may be clear that there is no real substance in factual assertions made, particularly if contradicted by contemporaneous documents ... (v) However, in reaching its conclusion the court must take into account not only the evidence actually placed before it on the application for summary judgment, but also the evidence that can reasonably be expected to be available at trial ... (vi) Although a case may turn out at trial not to be really complicated, it does not follow that it should be decided without the fuller investigation into the facts at trial than is possible or permissible on summary judgment. Thus the court should hesitate about making a final decision without a trial, even where there is no obvious conflict of fact at the time of the application, where reasonable grounds exist for believing that a fuller investigation into the facts of the case would add to or alter the evidence available to a trial judge and so affect the outcome of the case ... (vii) On the other hand, it is not uncommon for an application under Part 24 to give rise to a short point of law or construction and, if the court is satisfied that it has before it all the evidence necessary for the proper determination of the question and that the parties have had an adequate opportunity to address it in argument, it should grasp the nettle and decide it. The reason is quite simple: if the respondent's case is bad in law, he will in truth have no real prospect of ... successfully defending the claim against him ... Similarly, if the applicant's case is bad in law, the sooner that is determined, the better. If it is possible to show by evidence that although material in the form of documents or oral evidence that would put the ff Draft 6 March 2026 13:41 Page 9 DEPUTY MASTER SKINNER KC Approved Judgment Zinda v Ark Schools & another documents in another light is not currently before the court, such material is likely to exist and can be expected to be available at trial, it would be wrong to give summary judgment because there would be a real, as opposed to a fanciful, prospect of success. However, it is not enough simply to argue that the case should be allowed to go to trial because something may turn up which would have a bearing on the question of construction: ..." Claim to set aside a judgment for fraud
40. To set aside a previous judgment of the court for fraud is not a procedural application but a freestanding cause of action: *Takhar v Gracefield Developments Ltd* [2019] UKSC 13; [2020] AC 450, at [60].

41. The test to be applied is that set out by the Court of Appeal in *Tinkler v Esken* [2023] EWCA Civ 655; [2023] Ch. 451, at [3] and [49]. There are three questions, to be addressed in order:
- (1) Whether there is “new evidence”;
 - (2) Whether that evidence shows “conscious and deliberate dishonesty”; and
 - (3) Whether the dishonesty was “material to the original decision”. The questions are cumulative. The party claiming fraud is required to establish all three in order to set aside a judgment for fraud.
42. The first question was considered by the Privy Council in *Finzi v Jamaican Redevelopment Foundation Inc* [2023] UKPC 29; [2024] 1 WLR 541, concluding, at [72]: “... where a claimant relies on evidence not adduced in the original proceedings to allege that a judgment or settlement in those proceedings was obtained by fraud, the burden is on the claimant to establish (1) that the evidence is new in the sense that it has been obtained since the judgment or settlement, or (2) if the evidence is not new in this sense, any matters relied on to explain why the evidence was not deployed in the original action. Furthermore, where the evidence is not shown to be new in this sense, the claim is likely to be regarded as abusive unless the claimant is able to show a good reason which prevented or significantly impeded the use of the evidence in the original action.”
43. The Board further added, at [76]: “There are sayings, mentioned in *Takhar*, that fraud ‘is a thing apart’ and that fraud ‘unravels all’. But allegations of fraud are not to be regarded as some kind of open sesame which have only to be uttered to enable a party to engage in a new round of litigation of disputes that have been compromised or decided. In this case it is clear that, well before he entered into what was meant to be a final settlement of all outstanding claims, Mr Finzi had all the material on which he Draft 6 March 2026 13:41 Page 10 DEPUTY MASTER SKINNER KC Approved Judgment *Zinda v Ark Schools & another* now relies to allege fraud, and that he had ample opportunity to deploy it in the earlier proceedings if he had thought fit to do so. He has offered no explanation of any merit for the fact that he did not. The Board is satisfied that the judge made no relevant error of law and that in the circumstances there is no real prospect of disturbing the judge’s assessment that this action is an abuse of process.”
44. The relevant principles applicable to the assessment of the second and third questions were set out by the Supreme Court in *Takhar* at [56], endorsing the judgment of Aikens LJ in *Royal Bank of Scotland v Highland Financial Partners LP*
- [2013] EWCA Civ 328, at [106]: “The principles are, briefly: first, there has to be a ‘conscious and deliberate dishonesty’ in relation to the relevant evidence given, or action taken, statement made or matter concealed, which is relevant to the judgment now sought to be impugned. Secondly, the relevant evidence, action, statement or concealment (performed with conscious and deliberate dishonesty) must be ‘material’. ‘Material’ means that the fresh evidence that is adduced after the first judgment has been given is such that it

demonstrates that the previous relevant evidence, action, statement or concealment was an operative cause of the court's decision to give judgment in the way it did. Put another way, it must be shown that the fresh evidence would have entirely changed the way in which the first court approached and came to its decision. Thus the relevant conscious and deliberate dishonesty must be causative of the impugned judgment being obtained in the terms it was. Thirdly, the question of materiality of the fresh evidence is to be assessed by reference to its impact on the evidence supporting the original decision, not by reference to its impact on what decision might be made if the claim were to be retried on honest evidence.” (emphasis added)

45. The High Court recently considered the applicable authorities in *Rashed v Deane*

[2025] EWHC 3201 (KB) (Guy Vassall-Adams KC sitting as a Deputy High Court Judge) and emphasised the importance of the principle of finality when considering whether to set aside a judgment on the basis that it was alleged to have been obtained by fraud: “66. The starting point is the principle of finality. This is an important principle in respect of both interim and final orders, but it is particularly important in respect of final orders where the court has granted judgment on the claim, or where the court has awarded damages on the claim, as the two impugned orders do in this case. Ordinarily, a successful party is entitled to assume that a judgment on liability and an award of compensation is the end of matters, subject to the right of the unsuccessful party to appeal.

67. The weight to be attached to the finality principle in any given case depends on the nature of the final order in question and the context in which it was made. The Supreme Court in *AIC Limited* held that finality is at its highest importance in relation to orders made at the end of a full trial and other final orders which end the proceedings at first instance, which attract the finality principle “to almost Draft 6 March 2026 13:41 Page 11 DEPUTY MASTER SKINNER KC Approved Judgment *Zinda v Ark Schools & another* as great a degree”. The two orders impugned by the Set Aside application, which respectively granted judgment and compensation to the Claimant, are final orders which ended the proceedings at first instance and the finality principle should be accorded significant weight in this context.”

46. Further, as the court in *Rashed* explained: “69. The bringing of a separate claim ensures that the claim has to be pleaded and proved in the usual way. This is an important safeguard for the successful party seeking to uphold the original judgment as the pleading requirements for fraud – which is a very serious allegation to make – are high. This means that a weak and speculative allegation of fraud is likely to be struck out at an early stage. ...” The Defendants’ Submissions

47. With reference to first of the questions in *Tinkler*, the First Defendant submits that there is no real prospect (or indeed any prospect at all) of the Claimant establishing that there is “new” evidence, nor any evidence that he was prevented or significantly impeded from using that evidence before the courts who handed down the judgments in question. This is because the evidence relied on by the Claimant was in his possession at the time of both the

Eastman Judgment and the Supperstone Judgment. Three of the items are transcripts of covert recordings made by the Claimant himself as long ago as 2008, and the Ledger had been supplied to him by the First Defendant in the ET proceedings (compromised in 2009). The fact that the Claimant did not have the recordings transcribed until 2024 does not make them “new” as of that date. The Claimant has not sought to suggest that he has been in any way prevented from utilising that evidence.

48. As to the second question, the First Defendant points to the fact that the Claimant has not sought to particularise which parts of the “new” evidence are relied on as exposing the fraud and dishonesty alleged. It appears to be the case that dishonesty is alleged on the basis that Claimant contends that the First Defendant led to the courts to believe that it had referred him to the ISA because it had concerns about potential grooming, whereas in fact the dismissal and referral were solely concerned with the issue of financial misconduct (If that is right, then the “new” evidence is relevant for the sole purpose of demonstrating a complete absence of any reference to safeguarding or “potential grooming” concerns.).
49. In respect of the Supperstone Judgment, the First Defendant points to the Second Witness Statement of its solicitor, Mr Pidgeon, in which he states that the First Defendant did not make this submission, and exhibits the skeleton argument relied on. and note of hearing, in support. Faced with that evidence, and contrary to his pleaded allegation that the submission was made orally, the Claimant does not now contend that the word “grooming” was used, but alleges, at §38 of his Witness Statement dated 12 November 2025, that the First Defendant’s conduct at the hearing “invited and encouraged the Court to see the case as involving a safeguarding/grooming risk”. The Draft 6 March 2026 13:41 Page 12 DEPUTY MASTER SKINNER KC Approved Judgment Zinda v Ark Schools & another First Defendant contends there is no reasonable basis for this bare assertion and the Claimant has not identified one.
50. In respect of the Eastman Judgment, Mr Pidgeon points out that the statutory gateway cited by the Claimant was not in fact the gateway relied on by the First Defendant at the hearing. As the skeleton argument shows, it submitted to the court that the relevant legal duty arose under the Teaching and Higher Education Act 1998 and the Education (Prohibition from Teaching or Working with Children) Regulations 2003 and, in particular, Regulation 4(1)(1)(a)(ii) (in force at the time of the dismissal but since superseded). This required an employer to report to the Secretary of State the facts of the case where they had ceased to use a person’s services on grounds of misconduct. When the First Defendant did this, the Secretary of State told it to pass the referral to the ISA, as the Claimant was not a registered teacher.

51. As to the third of the Tinkler questions, the Claimant would need to show, per Takhar at [56], that the fraud was an “operative cause” of the judgment, and that, had the “fresh evidence” been available, it “would have entirely changed the way in which the first court approached and came to its decision”. The First Defendant contended that the Claimant has no real prospect of establishing this in respect of each of the Supperstone Judgment and the Eastman Judgment.
52. In respect of the Supperstone Judgment, the alleged fraud arises in respect of Ground 1 of the Claimant’s appeal to the EAT, by which the Claimant argued that he had signed the Compromise Agreement on the basis of a (express or implied) misrepresentation that the First Defendant would not make a referral about him if he signed it. Accordingly, the only issue of relevance was the fact of referral, not the content of it.
53. In respect of the Eastman Judgment, the central issue was whether the Compromise Agreement could, as a matter of contract law, be construed such as to prevent the First Defendant from making reports about the Claimant to authorities as required by law. The claim was not one for defamation. It was for breach of contract. The Master dealt with the Claimant’s argument that had he known that the First Defendant would report him, he would not have entered into it, noting that it was not part of his pleaded case.
54. The First Defendant also raised laches – pointing to the extreme delay in bringing the claim – over 13 and 10 years after the judgments were handed down in circumstances where the Claimant was in prior possession of all of the material upon which he now relies. It characterises the Claimant’s reasons for the delay, set out in his Witness Statement of 12 November 2025 as “risible” on the basis that none of them in fact presented any barrier to him bringing a genuine and meritorious claim. In particular, the Claimant sought to appeal each of the judgments at the time, without any reference to these alleged frauds, and the civil restraint orders contain provision for application for permission.
55. The Second Defendant endorsed and adopted the First Defendant’s arguments. Pursuant to CPR PD3A §4.1 the court has the discretion to exercise its powers under Draft 6 March 2026 13:41 Page 13 DEPUTY MASTER SKINNER KC Approved Judgment Zinda v Ark Schools & another rule 3.4(2)(a) on application or on its own initiative at any time. The Second Defendant contended that the claim against it should be struck out pursuant to CPR 3.4(2)(a). The Claimant had been on notice of its case regarding strike out and abuse since service of its Defence on 5 August 2025.
56. In any event, it was not adding anything of substance to the First Defendant’s application, to which the Claimant was ready to respond. The claims against it are parasitic upon the claims against the First Defendant. If there was no fraud by the First Defendant, then it cannot have been furthered by the Second Defendant. It must therefore follow that if the First Defendant is successful on its application, the claim against the Second Defendant must also fail. It would not be in accordance with the overriding objective to put the Second Defendant to the time and trouble of making a separate application to strike out in all the circumstances. The

crucial question was whether the Claimant was in a position to deal with all of the issues, which he was, having been given notice of the First Defendant's application. The Claimant's Submissions

57. The Claimant took issue with the suggestion that the court also make a determination in relation to his claim against the Second Defendant, pointing out the draconian nature of the step that the court was being asked to take in circumstances where the Second Defendant had not issued any application notice.
58. Turning to the substance of the case, the Claimant had submitted witness evidence, and skeleton arguments addressing each of the applications. His oral submissions began with a request to erect a large screen via which it appeared he proposed to play the recordings, contending that they show that all the reasons used for dismissing him were known to be false. Given that he had gone to the time and trouble of having them transcribed, and in the interests of efficient use of the time available, I directed him instead to take me to the parts of the transcript which proved his assertions. The Claimant did begin to refer me to various parts, but soon ran into difficulties, and asked to play a sound recording which was 12 minutes long. I permitted him to do so, but it was difficult to discern what was being said or by whom, and we reverted to the transcripts. During this exercise, it became apparent from that process that by "known to be false" what the Claimant in fact meant was that he disagreed with, or disputed, the factual basis for what was being said on the transcript. This was not a promising start.
59. Turning to the first of the Tinkler tests, the Claimant submitted that the recordings/transcripts were "new evidence" because this was the first court to hear/read them. He did, however, accept that he was in the room when they were made, that he knew what was said at the time and that the recordings were made by him.
60. As to the second and third Tinkler tests, the Claimant's case did not develop beyond the points already referred to earlier in this judgment. Draft 6 March 2026 13:41 Page 14 DEPUTY MASTER SKINNER KC Approved Judgment Assessment and conclusion Zinda v Ark Schools & another
61. I accept the First Defendant's submissions as summarised at paragraphs 47 to 54 above. For the reasons given, the Claimant's claim against the First Defendant not only has no real prospect of success, but has no prospect of success at all. It is struck out and dismissed.
62. Given the parasitic nature of the claims against the Second Defendant, it follows that the claim against the Second Defendant is also hopeless. It cannot be cured by amendment. In those circumstances, it is of no benefit to anyone involved, and nor is it in accordance with the overriding objective, to prolong matters, prioritising form over substance by requiring the Second Defendant to issue a formal application notice and conducting a separate hearing. I therefore exercise the power under CPR PD 3A §4.1 to strike out and dismiss the Claimant's claim against the Second Defendant on the court's own initiative. In so doing, I am quite satisfied that the Claimant has had ample opportunity to put his case.

63. Accordingly, judgment will be entered for the Defendants.
64. There is no other compelling reason why these proceedings should be allowed to continue. On the contrary, there are compelling reasons as to why they should not be.
65. It is clear to me, both by reference to the long history of court proceedings between the parties (and the Claimant and First Defendant in particular), and to the obvious lack of merit in the instant case that it represents the latest in what is now a very large number of attempts by the Claimant to go behind the Compromise Agreement he signed as long ago as 2009.
66. There is no doubt in my mind that, had the Claimant any personal conviction at the time (quite aside from any actual evidence, of which there is none) that either of the Eastman Judgment or the Supperstone Judgment had been obtained through fraud or dishonesty, he would have said so, either to the Judge or in his applications for permission to appeal. He did not do. And this despite the fact that all of the matters relevant to the claims he now makes were known to him years before either of those two judgments were handed down.
67. These proceedings are totally without merit and should be certified as such on the court's order. Further:
- (1) The Claimant's Application dated 15 September 2025 seeking strike out and dismissal/ summary judgment against the Second Defendant and an order for an interim payment pending assessment of damages is dismissed and is certified as totally without merit;
 - (2) The Claimant's Application dated 12 November 2025 and sealed 13 November seeking an order that the First Defendant's Application be dismissed as an abuse of process and is totally without merit on the basis that Draft 6 March 2026 13:41 Page 15 DEPUTY MASTER SKINNER KC Approved Judgment Zinda v Ark Schools & another it was issued prior to a default judgment against it having been set aside is dismissed and is certified as totally without merit;
 - (3) The Claimant's Application dated 5 December 2025 and sealed 10 December 2025 seeking permission to rely on fresh evidence at his hearing and at trial is dismissed and is certified as totally without merit; and
 - (4) The Claimant's Application dated 15 December 2025 seeking to strike out parts of the witness statement made in support of the First Defendant's Application dated 5 November 2025 on the grounds of process as they are "known to be false" is dismissed and is certified as totally without merit.
68. In all the circumstances there is no doubt in my mind that it would be appropriate to impose a limited civil restraint order on the Claimant pursuant to CPR PD 3C §2. I have, however, determined that the matter should be referred to a High Court Judge for consideration as to whether an extended or general civil restraint order is appropriate. Draft 6 March 2026 13:41 Page 16

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Prepared on 22 October 2026 · Esheria