

ENGLAND AND WALES / JUDGMENT

Smita Narroya v Ram Kumar Narroya

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[2026] UKFTT 00166 (PC) REF/2024/0662 PROPERTY CHAMBER, LAND REGISTRATION DIVISION
FIRST-TIER TRIBUNAL IN THE MATTER OF A REFERENCE FROM HM LAND REGISTRY
BETWEEN: SMITA NARROYA and RAM KUMAR NARROYA APPLICANT RESPONDENT
Property Addresses:

- (1) 370 Stenson Road, Derby DE23 1HF
- (2) 8 Balaclava Road, Derby DE23 8UJ
- (3) 258 Uttoxeter New Road, Derby DE22 3LL Title Numbers: (1) DY278152 (2) DY55985 (3) DY163547 Before Judge Simon McLoughlin, sitting at Nottingham Justice Centre on 28 & 29 October 2025 For the Applicant: In person For the Respondent: Mr Richard Dobson, solicitor, of Broader Management Ltd

DECISION

Key words: Beneficial interests – implied trusts – Pallant v Morgan constructive trusts – resulting trusts – whether express declarations of trust genuine – priority rules – parties to order – effect of consent order Cases referred to: Pallant v. Morgan [1953] Ch 43 Westdeutsche Landesbank Girozentrale v Islington BC [1996] AC 669 Banner Homes v. Luff [2000] Ch 372 Cobbe v. Yeomans Row Management Ltd [2008] 1 WLR 1752 Halifax Plc v. Curry Popeck (A Firm) [2008] EWHC 1692 (Ch) Laskar v. Laskar [2008] 1 WLR 2695 Michael v. Phillips [2017] EWHC 614 (QB) Dixon v. Willan [2022] EWHC 2160 (Ch) Emirate EMD Bank PJSC v Almakawi [2023] EWHC 1113 (Comm) I.

Introduction 1. By three applications each made on Form RX1 and dated 24 October 2023 (the “Applications”) Mr Ram Kumar Narroya applied to H. M. Land Registry to register restrictions in Form A or in Form N against the registered title to each of three freehold properties, namely, 370 Stenson Road, Derby DE23 1HF (title no. DY278152) (“370 Stenson”), 258 Uttoxeter New Road, Derby DE22 3LL (title no. DY163547) (“258 Uttoxeter”) and 8 Balaclava Road, Derby DE23 8UJ (title no. DY55985) (“8 Balaclava”) (together, the “Properties”). The basis of the Applications was Mr Narroya’s assertion that he had a 50% beneficial interest in each of the Properties. 2. The registered sole proprietor of each of the Properties is Ms Smita Narroya. By her objections dated 15 February 2024 (in relation to 370 Stenson) and 20 February 2024 (in relation to the other two Properties), Ms Narroya objected to the Applications. 3. By its directions dated 28 February 2025 the Tribunal gave directions (the “February Directions”) for disclosure, witness statements and

for the parties to set out further particulars of aspects of their cases (or what at least then appeared to be their cases). In addition, those directions specified that Ms Narroya would, in fact, be the 'Applicant' for the purposes of the Tribunal proceedings and Mr Narroya would be the 'Respondent'. I will refer to them below using those terms. 4. The final hearing of the Applications took place on 28 and 29 October 2025, in person at Nottingham Civil Justice Centre. There was no site view because none was necessary. 5. I am conscious that what follows below is a comparatively long judgment. If it assists the parties, the decision I have reached is to dismiss the Applications and, therefore, to direct the Chief Land Registrar to cancel them. The reasons for that decision are set out below. II. Background 6. Until 2019, the Applicant was married to the Respondent's brother, Mr Rajinder Kumar Narroya. I will refer below to the Applicant's ex-husband as "Mr Narroya" (the other relevant 'Mr Narroya', Mr Ram Kumar Narroya, being referred to herein as 'the Respondent'). 7. The hearing bundle did not include historic office copy entries for the Properties. However, prior to the Applicant's registration as proprietor, the registered proprietor of each of the Properties appears to have Mr Narroya. More particularly: (a) By a transfer dated 20 September 1996 a Ms Elsie Melina Winson transferred 370 Stenson to Mr Narroya in consideration of £27,000; (b) By a transfer dated 16 November 1999, a Mr Lionel Dudley Hawker, a Ms Susan Nicola Conquest and a Ms Julie Anne Haswell transferred 258 Uttoxeter to Mr Narroya for £60,000; and (c) By a transfer dated 1 October 2001 a Mr Micheal Edwin Pennington transferred 8 Balaclava to Mr Narroya for £60,000. 8. The hearing bundle did contain at least some of the correspondence relating to the transactions in 2009 by which Mr Narroya transferred both legal title to and his beneficial interest in the Properties to the Applicant (the "2009 Transfers"). I will say more about the 2009 Transfers below. Suffice it to say for the purposes of this background section that by three transfers in Form TR1 dated 25 February 2009 Mr Narroya transferred each of the Properties into the Applicant's sole name (the "2009 TR1s"). Box 8 in each of the 2009 TR1s stated that the transfer was not for money or anything that had monetary value. 9. On 9 March 2009 the Applicant was registered at the Land Registry as the proprietor of each of the Properties. 10. I understand that 370 Stenson is a three-bedroom house and that 258 Uttoxeter and 8 Balaclava can both be described as mixed-use property, with commercial premises (a shop) situated on the ground floor, with residential accommodation above. The Applicant currently lets all three Properties to third parties, as, I understand, was the position previously, when Mr Narroya was their registered owner.

11. As trailed above, in 2017 the Applicant commenced divorce proceedings in order to dissolve her marriage to Mr Narroya (the "Divorce Proceedings"). Mr Narroya's Form E Financial Statement in those proceedings dated 9 May 2018 ("Form E") records that he and the Applicant separated on 4 March 2017, the divorce petition was presented on 10 May 2017 and the decree nisi was made on 5 September 2017. 12. The Divorce Proceedings appear to have been acrimonious. I am sure that I do not have the full picture, but it is at least apparent that the Applicant twice applied to commit Mr Narroya to prison for failure to comply with his obligations in those proceedings in relation to the disclosure of his financial position and assets. Those applications resulted in (i) HHJ Bellamy making on 10 May 2018 a suspended order for Mr Narroya's committal to prison (such order being suspended on terms that Mr

Narroya “files and serve a signed copy of his Form E, together with its relevant attachments and accompanying documents”) and, (ii) HHJ Bennett subsequently making on 22 February 2019 an immediate custodial order, committing Mr Narroya to H. M. Prison Nottingham for a period of 28 days. Both Judges found that Mr Narroya was in contempt of Court and ordered him to pay the Applicant’s costs of the committal applications.

13. On 8 March 2019 the Respondent and his (and Mr Narroya’s) mother, Mrs Sudesh Rani, prepared a document by which they sought to intervene in the Divorce Proceedings (the “March Document”).
14. By order dated 15 March 2019 in the Divorce Proceedings (the “March Order”), District Judge Hill recorded the fact of the March Document, but also that it had not been translated, that Mrs Rani had a limited understanding of English and that the Respondent had indicated that he intended to seek legal advice and obtain representation for himself and his mother. That order directed the Respondent to make a FPR (Family Procedure Rules 2010) compliant application for joinder by 15 April 2019 and adjourned the matter to a further hearing on 12 July 2019.
15. By application notice in Form D11 dated 15 April 2019 (the “April Application”) the Respondent applied for an order joining him as a party to the Divorce Proceedings because, he asserted, he held a beneficial interest in a number of properties that were “in dispute within the marriage between the existing parties”, including 8 Balaclava and 258 Uttoxeter. The April Application was supported by a witness statement made by the Respondent dated 15 April 2019 (the “April WS”).
16. On 12 July 2019 the Divorce Proceedings returned for a hearing before District Judge Hill (the “July Hearing”). The Applicant and Mr Narroya were each represented by counsel (a Miss Arshad and Mr Sutton respectively) and the Respondent and Mrs Rani were also represented by counsel (a Mr Arora). The order made following that hearing and dated 2 August 2019 (the “August Order”) records, among other things, that (i) Mr Narroya did not himself attend the hearing because he was at that time incarcerated, but (ii) the terms of the August Order were accepted by the parties in full and final settlement of all claims against the other, including all claims for transfers of property (iii) “the reason why the Applicant has not continued with [the Divorce Proceedings] is because she can no longer fund them” (iv) that the Respondent and Mrs Rani were “no longer pursuing their applications to intervene in the [Divorce Proceedings] due to [the Applicant] no longer wishing to continue with [them]” and (v) the parties “agree that neither of them has any legal or equitable interest in the property or assets owned by the other, and neither of them has any liability for the debts of the other, except as provided for in this order” and that neither would institute proceedings against the other under the Married Women’s Property Act 1882, the Law of Property Act 1925 or the Trusts of Land and Appointment of Trustees Act 1996.

17. At the time of the August Order, and following the 2009 Transfers, the Applicant was, of course, the registered proprietor of the Properties. 18. The August Order was signed by the Applicant and Mr Narroya (and their respective legal representatives). The August Order was not signed by the Respondent (or Mrs Rani), who, as I have mentioned above, in the event did not become parties to the Divorce Proceedings. 19. The current Applications were made on 24 October 2023. In support of those Applications, the Respondent *inter alia* relies on three ‘Declaration of Trust by Rajinder Kumar Narroya’ dated, respectively, 26 September 1996 (in relation to 370 Stenson), 19 November 1999 (in relation to 258 Uttoxeter) and 17 October 2001 (in relation to 8 Balaclava) (together, the “Declarations of Trust”). Each Declaration of Trust records a declaration by Mr Narroya as ‘Trustee’ that he holds the property in question and its income on trust for himself and the Respondent (as ‘Joint Beneficial Owner’) 50% as to the Trustee and 50% as to the Joint Beneficial Owner. 20. The matters set out above are recorded by way of background only. It is necessary to say more about many of those events. My factual findings where necessary are set out below. III. The issues 21. The overarching issue I am required to determine is, self-evidently, whether the Respondent has a beneficial interest in one or more of the Properties. Having pre-read the parties’ statements of case and the witness statements on which they relied, I suggested to the parties at the commencement of the trial that there were five issues for me to determine for the purpose of the determining the Applications, as follows:

- (a) Whether the Respondent acquired a beneficial interest in one or more of the Properties;
 - (b) Whether the Declarations of Trust are genuine and, in particular, whether they were prepared at or around the time the Properties were purchased in Mr Narroya’s name or whether they were prepared subsequently;
 - (c) The effect, if any, of the transfer of the Properties to the Applicant and her registration as legal proprietor of the Properties in 2009 on any interest the Respondent might have had in the Properties as at that date;
 - (d) The extent and effect, if any, of the Respondent’s participation in the Divorce Proceedings; and
 - (e) The effect, if any, of the orders made in the Divorce Proceedings.
22. The parties agreed to approach the trial using those five issues as a broad framework. IV. The parties’ cases 23. In each of his Applications, the Respondent stated the following in Box 12: “Details of how the applicant’s [i.e. the Respondent’s] interest arose: Under a Trust Deed dated [the relevant date] contemporaneous with purchase of the Property as a joint business venture.” Mr Dobson ultimately put the Respondent’s case two ways: (i) that the Respondent’s beneficial interest in each of the Properties arose under a constructive trust by reason of his contribution to the purchase monies used by Mr Narroya to purchase the Properties as part of a joint business venture between Mr Narroya and the Respondent, alternatively, (ii) that his beneficial interest in each of the Properties arose by express declaration of trust as set out in the relevant Declaration of Trust. Mr Dobson’s submission was to the effect that the Declarations of Trust were effectively ‘incidental’ to what had already been agreed between Mr Narroya and the Respondent and to ‘regulate’ the position. The Respondent further contended that, because the 2009 Transfers from Mr Narroya to the Applicant were not for valuable consideration, the priority of the beneficial interest he asserted had arisen in each

of the Properties prior to 2009 Transfers was not affected by those dispositions. Finally, the Respondent's stance was that he was not a party to the Divorce Proceedings and so was not bound by the August Order. 24. The Applicant maintained that her understanding was that the Respondent never had any interest in the Properties and that Mr Narroya was the sole legal and beneficial owner until his legal and beneficial ownership was transferred to her by the 2009 Transfers and her subsequent registration at the Land Registry as proprietor of the Properties. The Applicant's case with respect to the Declarations of Trust was that they were not genuine documents prepared at the time of Mr Narroya's acquisition of the Properties in 1996, 1999 and 2001 respectively. She relied, in particular, on the fact that the Declarations of Trust were not referred to or relied on by either Mr Narroya or the Respondent in the Divorce Proceedings. The Applicant was, perhaps understandably, unable to address the Tribunal on the legal effect of the 2009 Transfers and the priority rules under Land Registration Act 2002 ("LRA 2002") or of the August Order. The Applicant's position, however, was that the Respondent was a party to all the discussions at and outside Court at the July Hearing, which led to the August Order. V. The witnesses 25. The Applicant filed a witness statement and gave oral evidence at trial. In giving her evidence under cross-examination by Mr Dobson, there were times when the Applicant was frustrated by the premise underlying some of the questions, particularly when Mr Dobson was – quite properly – putting aspects of the Respondent's case to her. There were also times when the Applicant did not accept the correctness of certain (obviously correct) propositions, such as what would and would not be shown on the register of title. However, the latter in particular was no more than a reflection of the fact that she was not versed in such legal matters (and, frankly, whether the Applicant accepted such a proposition was irrelevant to its correctness in law). In my judgment, for the most part the Applicant gave evidence about matters in her knowledge clearly and in a straightforward fashion and consistently with the relevant contemporaneous documents and those prepared for the purposes of the Divorce Proceedings. I am satisfied that when the Applicant gave evidence about matters within her knowledge, she was telling me the truth. 26. The Respondent filed a witness statement and relied on further witness statements from Mr Narroya and from a Ms Maureen Shenton. The Respondent and Mr Narroya gave oral evidence at trial. 27. The Respondent's oral evidence was not overly impressive. His answers to questions were often vague and he appeared to me to be hesitant and generally somewhat evasive and uncomfortable giving his oral evidence. However, though it is, in my judgment, impossible (and perhaps undesirable) to ignore altogether the impression created by the demeanour of a witness giving their evidence, I do not reach my conclusions about the reliability of the Respondent's evidence by placing much weight on his 'demeanour' – that is, his appearance and behaviour – when giving his oral evidence. It is generally now accepted that a witness's demeanour is of itself and on its own an unreliable guide to credibility. In reaching my conclusions about the reliability of the Respondent's evidence, I place much more weight on the internal consistency of his evidence, whether or not it is logical and plausible, the details given and not given and the consistency of his evidence when measured against other sources of evidence (including what he has said or not said on other occasions) and other known or probable facts. In particular, despite having

the benefit in these proceedings of the legal advice provided by one of his companies' in-house solicitor, much of the Respondent's oral evidence was new and had not been included in his written evidence and could and should have been. Both his written and oral evidence lacked detail. Moreover, as set out below, aspects of his case in these proceedings are not supported by and are inconsistent with contemporaneous documents, including those prepared by him for the purposes of the Divorce Proceedings. In my judgment, the Respondent's attempted explanations both as to (i) why documents on which he relied in these proceedings had not been produced (or even referred to) in the Divorce Proceedings – in particular the Declarations of Trust – and (ii) why his case in the Divorce Proceedings was materially different from his case before the Tribunal (as it was in material respects), was thoroughly unconvincing. Where necessary, I address specific aspects of the Respondent's evidence below. However, my conclusion is that the Respondent's evidence had to be approached with caution and accepted only where it was corroborated by contemporaneous documents or other known or agreed facts.

28. Mr Narroya seemed to me to be far more at ease than the Respondent at giving his evidence in a formal environment. That perhaps reflected the prior experience he had gained of the Courts and/ or justice system from the Divorce Proceedings and otherwise. However, having regard to the considerations to be taken into account when assessing reliability identified in paragraph 27 above, I was also left unimpressed by Mr Narroya's oral evidence. As with the Respondent, much of the evidence he gave emerged for the first time in his oral evidence and had not been (and could and should have been) included in his witness statement. Mr Narroya's explanation about the earlier unavailability to the Respondent of the Declarations of Trusts was similarly unconvincing. Mr Narroya's own evidence that, notwithstanding his contention that the Properties were held on trust by him for the Respondent, he did not advise the Respondent of the fact of the 2009 Transfers at that time because the Respondent "wouldn't have let me transfer them" to the Applicant was unattractive insofar as Mr Narroya thereby cast himself as a man unconcerned by his fiduciary obligations. Moreover, for the reasons set out below, Mr Narroya's evidence as to events in 2009 was self-serving, implausible and inconsistent with contemporaneous documents and other evidence and was unimpressive. As I have indicated, where necessary I address specific aspects of Mr Narroya's evidence below, but I have concluded that Mr Narroya's evidence must also be approached with caution and accepted only where it is corroborated by contemporaneous documents or other known or agreed facts.
29. As for Ms Shenton, she was not called by the Respondent to give oral evidence at trial. I was informed by Mr Dobson on the first day of trial that Ms Shenton was unable to attend the trial as a result of an illness (the details and duration of which was not otherwise explained). I requested that enquiries be made as to whether she might be well enough to attend on the second day. Whatever the position and whatever enquiries were made, Ms Shenton did not attend on the second day either.

30. Mr Shenton's witness statement was comprised of three, short paragraphs. Paragraph 1 explained that, as company secretary for "around [a] dozen" of the Respondent's companies (which were not identified), Ms Shenton signed and witnessed a great many documents. Paragraph 2 stated that Ms Shenton had been show "copies" of the Declarations of Trust. Paragraph 3 stated, "I can confirm that each bears my signature as witness." 31. For whatever reason, whether as a result of infelicitous drafting or otherwise, Ms Shenton's written evidence did not state that she recalls witnessing the signatures. That is perhaps unsurprising if her evidence in paragraph 1 is accepted. Paragraph 3 does not, in fact, state in terms that Mr Shenton herself witnessed the signatures or signed each of the Declarations of Trust certifying that she had, though that is obviously one way of reading the sentence in question. The second and final sentence of paragraph 3 of Ms Shenton's witness statement was: "I recognise the signature of both parties to each Declaration of Trust". That sentence could also have been better expressed. It is unsatisfactory that Ms Shenton could not be asked to clarify precisely what she meant by her paragraph 3. A fair reading of the final sentence is probably to the effect that Ms Shenton recognised the signatures of each of the Respondent and Mr Narroya and/ or that, as far as she was concerned, the Declarations of Trust had each been signed by each of them. In any event, and particularly without the Tribunal or the Applicant having the opportunity to explore the meaning of her written statement and the extent of the evidence she may have been giving, I have not been much assisted by Ms Shenton's witness statement, not least because the Applicant does not challenge the signatures as forgeries per se. The Applicant's case is, instead, that the Declarations of Trust were prepared later, not on the dates stated on their faces, but at some later time, either after the Divorce Proceedings or at least at some point after the Applicant was registered as proprietor of the Properties. Ms Shenton's witness statement contains no evidence as to when the Declarations of Trust were signed by the Respondent or Mr Narroya and/ or witnessed by Ms Shenton. 32. I set out below my findings on the five issues identified in paragraph 21 above. VI. Did the Respondent acquire a beneficial interest in the Properties prior to the 2009 Transfers?
33. As mentioned above, the extent of the Respondent's case in this regard as set out in the Form RX1 Applications is as follows (at box 12): "Details of how the [Respondent's] interest arose: Under a Trust Deed dated 26 September 1996 contemporaneous with purchase of the Property as a joint business venture." 34. To the extent it addresses his acquisition of a beneficial interest in the Properties, the Respondent's Statement of Case pleads the following: "(2) Since the 1990s on occasions the Respondent co-operated with [Mr Narroya] (the Transferor under the 2009 transfers) in some property development projects by providing the purchase deposit, capital, loan guarantee or building materials "(3) Although such properties were conveyed into the sole name of [Mr Narroya] it was agreed that the Respondent had a beneficial interest "(4) A number of other properties were acquired and developed in this way, including 28/30 Swinburne Street, Derby, 63 Uttoxeter New Road, Derby and 148 Osmaston Road, Derby "(5) In due course it was agreed between the Respondent and [Mr Narroya] to have Declarations of Trust outlining the terms of such

agreement and at form of Deed his was produced [sic] by their Solicitors”

35. As I understood Mr Dobson’s closing submissions, the Respondent’s case was ultimately sought to be advanced on two bases: (i) that each of the Properties was originally acquired in Mr Narroya’s name, but by the Respondent and Mr Narroya jointly, as part of an agreed joint venture and (ii) alternatively and if necessary, that because the Respondent contributed all or part of the purchase-money for each of the Properties, a resulting trust arose such that they were held either wholly or partly on trust for the Respondent (in proportion to his contribution). Mr Dobson’s further submission was that the Declarations of Trust were effectively a means of “regulating” the position (and or the business) between the Respondent and Mr Narroya, reflecting the way in which it was said that the Properties had been acquired – i.e. by them both, in equal shares.

Applicable principles

36. Given the nuances to and the considerable volume of authority bearing on the law of constructive trusts and resulting trusts of land, it is somewhat unsatisfactory that I was referred to no authority at all at the hearing. Be that as it may, the principles applicable to the two strands of the Respondent’s case on implied trusts are tolerably well-settled:
- (a) Where parties agreed informally that one of them shall purchase land as a joint venture a constructive may be imposed to enforce the agreement. The purchaser will hold the land on constructive trust for all other parties to the agreement. This is known as the ‘Pallant v Morgan ([1953] Ch 43) equity’, based on the common intention of the parties. See the summary in Megarry & Wade: The Law of Real Property 10th edn, §10-22 and the cases cited therein, including Cobbe v Yeomans Row Management Ltd [2008] 1 WLR 1752 at [30] (Lord Scott), Banner Homes v Luff [2000] Ch 372, 397-9 (Chadwick LJ) and, more recently, Dixon v Willan [2022] EWHC 2160 (Ch) at [12] (Judge Cawson QC). It follows (as Megarry notes, citing Michael v Phillips [2017] EWHC 614 (QB)) that the absence of an intention to enter into a joint venture is fatal to the claim.
- (b) Where real property is transferred to a purchaser (P1), but the purchase money is provided by another purchaser (P2) (rather than, for instance, a mortgagee), there is presumed to be a resulting trust in favour of P2. Similarly, if P2 contributes part of the purchase money, provided that contribution is made at the time of purchase or is referable to money paid at the time of purchase (such as the repayment of a mortgage (where the mortgage was an acquisition mortgage)), P2 acquires a proportionate share in the equity in the property. These presumptions of resulting trust are rebuttable. They may be rebutted inter alia by evidence that P2’s money was a loan or a gift to P1 or by any other evidence of any intention inconsistent with such trust. See Megarry at §10.016 and the cases cited therein, including Westdeutsche Landesbank Girozentrale v Islington BC [1996] AC 669 at 708 (Lord Browne-Wilkinson), Laskar v Laskar [2008] 1 WLR 2695 and, more recently, Emirate EMD Bank PJSC

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37. As to an express declaration of a trust of land, I was, again, referred to no authority on the point. However, s.53(1)(b) of the Law of Property Act 1925 in any event stipulates that “a declaration of trust respecting any land or any interest therein must be manifested and proved by some writing signed by some person who is able to declare such a trust or by his will”. That provision does not affect the creation or operation of resulting, implied or constructive trusts (see s.53(2)).
38. With the above principles in mind, it is necessary to consider the evidence in relation to the acquisition and/or beneficial ownership of each of the Properties. Analysis of the evidence
39. Set out in paragraphs 33 and 34 above is the extent of the Respondent’s pleaded case on his acquisition of a beneficial interest in each of the Properties. The Respondent’s written evidence on this critical issue was, similarly, very limited and lacking in any real detail. In paragraph 1 of his witness statement the Respondent said that, from time to time he “assisted” his brother, Mr Narroya, in the purchase and finance of properties for development. Paragraph 1 did not identify any specific properties. The form and terms of the assistance was unexplained. As to 370 Stenson specifically, paragraph 5 of the Respondent’s witness statement asserted the property was “...purchased in [Mr Narroya’s] name for £27,000.00 funded with secured borrowing by him from Lloyds Bank and the £11,000.00 balance paid on my behalf by my father. A 50% grant was received from the Council but I provided building materials for renovation of the property.” No details were provided of the building materials, or their value. The Respondent added to the above (at paragraph 5 of his witness statement), “My brother and I agreed in the case of each of the Properties to make Declarations of Trust outlining the basis and terms of our arrangement. A standard template was drawn up by the family Solicitors, Bemrose & Ling, and used to record our beneficial interests in the Properties.”
40. In addition to the content of paragraphs 1 and 5, paragraphs 3, 6 and 7 of the Respondent’s witness statement contained the extent of his evidence as to the acquisition of 258 Uttoxeter. He said that 258 Uttoxeter was purchased in 1999 in [Mr Narroya’s] name for £19,000 and was “funded from the proceeds of the capital raising Loughborough remortgage”. The Respondent explained that the Loughborough remortgage was a re-mortgage of property known as 63 Uttoxeter New Road, Derby (“63 Uttoxeter”), which had previously been purchased in 1993, also by Mr Narroya, and in respect of which the Respondent “provided £18,465.80 for the purchase and building materials for the refurbishment.” No further details of those contributions were given.
41. Paragraph 8 of the Respondent’s witness statement contained the extent of his evidence as to the acquisition of 8 Balaclava specifically. The Respondent stated no more than “In 2001...8 Balaclava Road...was purchased in my brother’s name for £22,000 funded again from the proceeds of the Loughborough remortgage.”
42. As to his oral evidence, the Respondent was asked in cross-examination about the role he claimed to have had in Mr Narroya’s acquisition of the Properties. However, his answers added little to the limited evidence given in his witness statement. So far as concerns the use

of the Properties, the Respondent's gave oral evidence that he used both 258 Uttoxeter and 8 Balaclava as offices, in each case for about 1 year, though the dates of their use was not clear. There was no contemporaneous documentary evidence to support the use of either property as an office, which contention was not contained in his written evidence. 43. The Respondent also relied on the evidence of Mr Narroya, but that was similarly limited and lacking in any real detail. As to 370 Stenson, in paragraph (3) he said no more than that the property "...had [sic] a Commercial loan with Lloyds Bank of £16,000 and the balance was paid by my father". It is noteworthy that Mr Narroya does not state that that payment was made by his father on behalf of the Respondent. So far as concerns 258 Uttoxeter and 8 Balaclava, in paragraph (2) of his witness statement, Mr Narroya stated that neither was subject to any "commercial borrowings and capital monies were raised with the re-mortgage of 63 Uttoxeter...for the purchase of these properties an existing interest shared with me and Respondent [sic]." Mr Narroya did not describe 258 Uttoxeter or 8 Balaclava as offices, nor did he say they were used as such. In paragraph

- (1) of his witness statement he described each as "a terraced shop with living accommodation above." As to the Declarations of Trust, Mr Narroya stated in paragraph
- (4) of his witness statement that "During the purchases of each of [the Properties] it was decided by the Respondent and me, that a Declaration of Trust document be drawn up to determine each party's equitable interest in these properties. The Respondent and I had made similar arrangements on other properties." 44. Leaving aside, at this stage, the Declarations of Trust, which I address below, it is noteworthy that, though each asserted in bare terms that the Properties were owned jointly, neither the Respondent himself nor Mr Narroya gave any evidence of any agreement between themselves that any of 370 Stenson, 258 Uttoxeter or 8 Balaclava should be purchased as a joint venture per se, let alone the terms of any such agreement, whether it was made orally or in writing, or when or where any such agreement was made. It is also noteworthy that neither the Respondent nor Mr Narroya referred to or exhibited to their witness statement a single document that was said to support the assertions made in those witness statements. 45. In closing submissions, however, Mr Dobson referred to a number of documents in the trial bundle, which he said constituted evidence and/ or documents that should be regarded as supporting the Respondent's case. Those documents and my findings as to what they do and do not show are as follows: (a) A document headed 'statement of account' for 63 Uttoxeter, to which various manuscript annotations had been made and some of which had been crossed out and further annotated. The Respondent's April WS referred to this document as 'Exhibit I' and described it as 'Solicitor Completion Statement' under a section concerned with the purchase of 63 Uttoxeter. There is a manuscript annotation next to the line 'Less Deposit 5,975' which Mr Dobson contended said 'Paid at auction Ram' and another further down that page to the same effect. However, even if that is what those notes say, there was no evidence (either in the evidence prepared for these proceedings or in the April WS) explaining to whom the completion statement was addressed (though it might be assumed it was Mr Narroya, if, as the Respondent contends, he was the legal purchaser) or who had made the

manuscript annotations or, materially, when.

- (b) What appeared to be a poor-quality photocopy of an undated Loughborough Building Society document stamped 'cancelled' and in the name of 'R. Narroya' at an address in Derby which was otherwise illegible. The April WS referred to this document as 'Exhibit J', but in a section concerned with the purchase of 28/30 Swinburn Street, Derby ("28/30 Swinburn") and described it as showing "20,000 10/11/1993 passbook LBS S015317-2" (the "First LBS Passbook").
- (c) What was said to be a page from the First LBS Passbook (the April WS also referred to this document as 'Exhibit J') showing a £20,000 payment on 10 November 1993. However, that was on its face consistent, instead, with a payment that, in his April WS, the Respondent had stated related to the purchase of 28/30 Swinburn. I understood Mr Dobson to be relying on the First LBS Passbook as somehow supporting the Respondent's case on the acquisition and/ or ownership of 63 Utttoxeter. However, for the reasons given, it provides no such support on its face and was not a document explained in any witness evidence.
- (d) A completion statement from Bemrose & Ling Solicitors dated 20 September 1996 concerned with the purchase of 370 Swinson, recording a deposit paid of £11,000 and a mortgage advance of £16,000. That document also showed manuscript annotations, which Mr Dobson contended indicated that the first of those, attaching to the deposit, said 'M. L. Narroya L. B. S Passbook' and the second, attaching to the mortgage advance, was 'Lloyd's Bank'. Mr M L. Narroya ("Mr Narroya Snr") is the Respondent's (and Mr Narroya's) father. A further document to which Mr Dobson referred was said to be photocopied pages from a second Loughborough Building Society passbook (the "Second LBS Passbook") in the name of Mr Narroya Snr., also stamped 'cancelled'. That appeared to record a £10,000 withdrawal on 7 September 1995. Any such withdrawal was therefore over 1 year prior to Mr Narroya's purchase in September 1996 of 370 Stenson. Once withdrawn from the account served by the Second LBS Passbook, there was no evidence of the payee of those funds. There was also no evidence of who had made the manuscript annotations to the completion statement or the (illegible) manuscript annotation to the Second LBS Passbook. Having regard to the time period between the withdrawal of the funds shown in the Second LBS Passbook and, in addition, the fact that the amount is not the same as the amount of the deposit paid, in my judgment there is no proper basis for inferring from the documents alone that those monies were applied to the purchase of 370 Stenson. (e) A further completion statement from Bemrose & Ling Solicitors dated 2 November 1999 relating to the purchase of 258 Utttoxeter for £19,000, apparently addressed to 'Mr R Narroya'. As Mr Narroya was the purchaser it is to be inferred that the document was addressed to Mr Narroya (not the Respondent). This document provides no assistance as to the source of the funds used to purchase 258 Utttoxeter. In addition to the purchase price, the completion statement records the fees payable, and the sums paid to date, including a payment on account of £100.00 and "Deposit paid by you" of £1,900.00. There is no mention of any funds being provided by the Respondent. (f) A Loughborough Building Society Mortgage Offer addressed to Mr Narroya

dated 7 June 1996, indicating that the offer was in respect of a remortgage of 63 Uttoxeter and that the amount of the advance was £128,700 (the “1996 Remortgage”). There is no documentary evidence that the 1996 Remortgage completed.

- (g) A letter from Bemrose & Ling’s Mr David Ling dated 16 October 2001 addressed to ‘Mr R Narroya’ concerning 8 Balaclava and confirming that the matter had been completed and that he was “attending to the registration of title to your new property at the Land Registry” and enclosing a completion statement. The enclosed ‘Completion Statement (Purchase)’ dated 16 October 2001 is also addressed to ‘Mr R Narroya’. Again, as Mr Narroya was the purchaser, it is to be inferred that the document was addressed to Mr Narroya (not the Respondent). The completion statement records the purchase price of £22,000, the fees payable and the sums paid to date, including “Deposit paid by you” of £5,000 and “Amount paid by you” of £15,000 and “Balance paid by you” of £2,300. There is no mention of any funds being provided by the Respondent. (h) The 1996 Remortgage (if it completed) appears to be around 3.5 years prior to Mr Narroya’s purchase of 258 Uttoxeter (on 19 November 1999) and more than 5 years prior to Mr Narroya’s purchase of 8 Balaclava (on 1 October 2001). Mr Dobson accepted in closing that, from a professional conduct perspective, Bemrose & Ling cannot have held in their client bank account the proceeds of the 1996 Remortgage pending its application by Mr Narroya to his purchases in 1999 and
2001. Mr Dobson ventured in closing that those proceeds must have ‘gone out from and back into’ Bemrose & Ling’s client account and was (or must have been) held by Mr Narroya and/ or the Respondent awaiting re-investment. However, neither the Respondent nor Mr Narroya gave any evidence as to what became of the proceeds of the 1996 Remortgage in the periods of years prior to the acquisition of 258 Uttoxeter in 1999 and 8 Balaclava in 2001. There was no documentary evidence showing to whom those proceeds were paid or where they were held between 1996 and 1999 and 2001. Ultimately, there was no documentary evidence that the sums obtained on 1996 Remortgage were applied to purchase either 258 Uttoxeter or 8 Balaclava. 46. In my judgment, at their highest some of the elements or indications in the documents on which the Respondent particularly relied were not inconsistent with his case. However, in the ways set out above, the extent to which those documents positively supported the Respondent’s case was very limited and some aspects relied on provided no support at all (see paragraphs 45.(a) to 45.(c) above). There is also no explanation in the Respondent’s evidence of any of the ambiguities in those documents (in particular, to explain the manuscript annotations). 47. There are also further significant gaps or omissions in the evidence adduced by the Respondent in support of his case. Those gaps and omissions include the matters identified below. 48. In circumstances where Mr Narroya was the legal purchaser for whom Bemrose & Ling were acting when the Properties were acquired, the ready inference (which, as noted above, I have drawn) is that references to ‘R. Narroya’ in the correspondence and completion statements emanating from Bemrose & Ling relating to those acquisitions must be to Mr Narroya (not the Respondent). In my judgment it is striking, first, that there are no references in any of the documents prepared by Bemrose & Ling in connection with Mr Narroya’s acquisitions of

the Properties to the involvement of the Respondent in those acquisitions. Nor did Bemrose & Ling acknowledge in any of those documents that any of the purchase monies for 63 Uttoxeter were provided by the Respondent. That is perhaps more noteworthy still in light of the Respondent's evidence was that Bemrose & Ling were the "family solicitors". If the Respondent was involved in the acquisitions, there is no obvious reason why Bemrose & Ling should not have been advised of his involvement in the acquisitions of the Properties and 63 Uttoxeter in Mr Narroya's name (and there was no evidence of whether they were or were not so advised (and, if not, why not). 49. Secondly, save for what are the, in my judgment, limited and/ or ambiguous indications in the documents analysed in paragraph 45 above, the Respondent adduced no documentary evidence showing the source of funds for the acquisition of 63 Uttoxeter or the Properties. 50. Thirdly, if, as the Respondent maintained, 63 Uttoxeter and the Properties were owned in equal shares and all or some of those properties were let to third parties from time to time, one would ordinarily expect there to be some correspondence with the tenants and, perhaps of more relevance for present purposes, some accounting as between the Respondent and Mr Narroya as to the rental income, cost of letting and the payment of the mortgages on 63 Uttoxeter and 370 Stenson. However, save for his reliance on the Declarations of Trust (considered below), the Respondent adduced no documentary evidence (whether by way of correspondence, emails or messages passing between himself and Mr Narroya) or other evidence of any dealings with Mr Narroya in relation to the Properties after the dates they were acquired by Mr Narroya and adduced no evidence of his (or Mr Narroya's) accounts or tax returns which one would have expected to have shown a share in the rental income from one or more of the Properties, at least in the period prior to their transfer to the Applicant in 2009. Similarly, the Respondent did not adduce any financial, accounting or tax returns or other information in support of his case that he held a 50% share in each of 63 Uttoxeter and the Properties. 51. Fourthly, in relation to 63 Uttoxeter, there is no evidence as to the type, quantity or value of the building materials the Respondent said he provided in relation its "the refurbishment" and no evidence as to the nature or extent of that refurbishment. There is also no documentary support for the Respondent's assertion that he provided any building materials. 52. In addition to the limitations to the evidence adduced to the Respondent and the significant gaps in that evidence, the Respondent's case (and his and Mr Narroya's evidence) was also inconsistent with a number of important documents, including the evidence relating to (i) the 2009 Transfers and (ii) the Divorce Proceedings. I consider the evidence in relation to each of these in turn. The evidence in relation to the 2009 Transfers 53. The 2009 Transfers were effected with the assistance of Ms Sarah Roberts of Bemrose & Ling. In paragraph (5) of his witness statement, Mr Narroya's evidence was that "All three properties in 2009 had been transferred by me to the Applicant at Zero Cost without the knowledge of the Respondent. Bemrose & Ling Solicitors acted for both party's [sic] in connection with the properties being transferred." Similarly, the Applicant maintained in her oral evidence that Ms Roberts was retained by both her and Mr Narroya for the purposes of the 2009 Transfers; she was "representing both of us". However, Mr Narroya's oral evidence was that "he instructed" Ms Roberts and/ or that he was "the first

port of call” for any instructions. To the extent that there had by trial become a dispute about for whom Bemrose & Ling were acting for the purposes of the 2009 Transfers: (a) The starting point is that Mr Narroya was the registered legal proprietor of each of the Properties and, absent anything else, one would expect Mr Narroya to be (and to be regarded by Bemrose & Ling) as ‘the client’ for the purposes of effecting the transfer of the Properties to a third party. (b) Correspondence from 9 September 2008 onwards confirms that Ms Sarah Roberts of Bemrose & Ling was instructed to effect the 2009 Transfers. The three letters of that date – one in relation to each of the Properties – are addressed to Mr Narroya alone. The first letter (i.e. dated 9 September 2008) begins, “Thank you for your instructions to act for you during the transfer of the above property into your wife’s sole name, Smita Narroya.” This and later correspondence indicate that Bemrose & Ling were at least initially formally retained by Mr Narroya alone. (c) However, three further letters dated 24 September 2008 in materially identical form (one was sent in relation to each of the Properties) record a meeting that took place at Bemrose & Ling’s offices attended by Ms Roberts, Mr Narroya and the Applicant. Bemrose & Ling were, however, the “family solicitors” and the 2009 Transfers were, of course, within the family. It is quite possible that, at least on an informal basis, Bemrose & Ling also advised and communicated with the Applicant in connection with the 2009 Transfers. The correspondence certainly records meetings at which the Applicant was present.

(d) Moreover, I note that Ms Roberts’ 26 February 2009 letter, confirming that the transfer of 258 Uttoxeter had been completed and enclosing the related completion statement and final account, was addressed to both Mr Narroya and the Applicant and ended by thanking them for “[their] instructions given in this matter”. The completion statement and final account were also both addressed to Mr Narroya and the Applicant. A further letter from Ms Roberts dated 19 March 2009 confirming completion of the registration of the transfer of 258 Uttoxeter at H. M. Land Registry was also addressed to both Mr Narroya and the Applicant and, again, thanked them both for their instructions. (e) In light of the above, I find that it is more likely than not that Bemrose & Ling were initially formally retained for the purposes of the 2009 Transfers by Mr Narroya alone. However, that appears to have changed in the course of the transaction. If it were necessary for me to decide whether the Applicant became a client of Bemrose & Ling for the purposes of the 2009 Transfers, my finding would be that it is more likely than not that she had. In any event, I accept the Applicant’s evidence that, ultimately, Ms Roberts also communicated with and advised her (and/ or treated her as a client) in connection with and as part of her giving effect to the 2009 Transfers.

54. Mr Narroya’s evidence, including in paragraph (6) of his witness statement, was that in the course of causing and/ or giving instructions for the 2009 Transfers, he told both the Applicant and Ms Roberts, that he and the Respondent each owned 50% shares in each of the Properties. The Applicant’s written and oral evidence, however, was that when the Properties were transferred to her by the 2009 Transfers, she understood that Mr Narroya was the sole beneficial owner of each of them and that neither Mr Narroya nor Ms Roberts ever advised her that, in fact, the Respondent was the 50% beneficial owner. 55. There is,

therefore, a direct conflict in the evidence given by Mr Narroya and the Applicant in relation to the position adopted and representations made by Mr Narroya in the course of the 2009 Transfers in relation to the extent of his beneficial ownership of the Properties. In considering whose evidence to accept in whole or in part (and whose to reject, in whole or in part), it is necessary to assess Mr Narroya's and the Applicant's evidence against the contemporaneous documents available.

56. Ms Roberts' three initial letters dated 9 September 2008 (referred to above) are in materially identical terms and are each titled "Transfer of Equity – [name of one of the Properties]". Those letters do not refer to Mr Narroya holding only a 50% share in the Properties.
57. Ms Roberts' three further letters dated 24 September 2008 (also referred to above) are also in materially identical form. They state that Ms Roberts had made enquiries of Norwich Union Legal Indemnities in order to obtain on Mr Narroya's behalf a quotation and policy wording for an 'Insolvency Act Indemnity Insurance Policy'. She reported that Norwich Union required the following before it was in a position to quote (i) "certified accounts for the last two years" (ii) "full market value of the property" and (iii) "confirmation of the reason for the gift".
58. A letter from Mr Narroya to Ms Roberts dated 2 October 2008 titled "Re: Indemnities" contained 3 headings: 'Valuations', 'Gift Details' and 'Accounts' (the "October Information Letter"). Under Valuations, 370 Stenson was given a value of £95,000, 258 Uttoxeter was given a value of £85,000 and 8 Balaclava was given a value of £95,000. Under Gift Details, Mr Narroya stated "I have passed the properties to my wife as a gift. This is due to me having business interests overseas and therefore I will not be able to meet my business responsibility and financial commitment to my family." Under Accounts, Mr Narroya stated "Details of tax returns enclosed". If the tax returns were enclosed with the letter, they were not included in the trial bundle. Given its title and its three sections corresponding to the three requests described in Ms Roberts' 24 September 2008 letter, I find that the October Information Letter was Mr Narroya's response to Ms Roberts' 24 September 2008 letter and the document in which he sought to provide the information that had been requested by Norwich Union.
59. Under cover of her letter dated 13 October 2008 Ms Roberts forwarded to Mr Narroya a further request from Norwich Union, in the form of a letter dated 8 October 2008 from a Ms. Patricia Morris-Helm (Trading Underwriter). That letter was titled "Legal Indemnities Quotation No. PMH/080021 – Insolvency Act Indemnity 258 Uttoxeter" and recorded that it was in response to a fax from Ms Roberts dated 6 October 2008 with enclosures (that fax and those enclosures were not included in the trial bundle). Ms Morris-Helm's letter stated, "I can only consider this risk where the Donor can show he is financially viable. I shall therefore require evidence of assets and liabilities taking into account the Donor's business interests." In the context of the 2009 Transfers (i.e. proposed gift of the equity in the Properties to the Applicant), Mr Narroya was, of course, the Donor.

60. Mr Narroya gave the following evidence about the Norwich Union indemnity policies (the “NU Policies”) in paragraphs (7) to (9) of his witness statement: “(7) The legal title of all three properties was transferred by a Deed of Gift with No Value to the Applicant. Indemnities for all three properties were arranged by the Solicitors and the policy is with Norwich Union. The Policy schedule sets out the terms of the Insured and like most similar policies are to protect financial institutions in the event of there [sic] security being compromised due to bankruptcy or third party claims from Owner(s). “(8) Prior to the policy being accepted by Norwich Union they required through solicitors a full account of Assets & Liabilities which I declared 50% ownership of these three properties and my marital home with the Applicant. The policy does not cover me or the Applicant. “(9) I have enclosed one of the properties [sic] Legal Indemnities schedule with the policy from Norwich Union which outlines the defect in all three properties.” 61. In connection with the above, there was included in the trial bundle a document typed document headed ‘15/10/08 FAX: 290329 FOR THE ATTENTION OF SARAH ROBERTS’ and listing property assets, life-cover and bank accounts, including the Properties with “50%” stated next to each (the “Assets Schedule”). The Respondent relied on the Assets Document as the declaration to which Mr Narroya had referred in paragraph (8) of his witness statement. Though that was not evident from paragraph (8) (and because his witness statement did not exhibit any documents), Mr Narroya confirmed in his oral evidence that he was indeed referring to the Assets Schedule.
62. The next correspondence in the trial bundle was the interim and final accounts raised by Bemrose & Ling in connection with 258 Uttoxeter, dated 17 December 2008 and 26 February 2009 respectively. Ms Roberts’ covering letter dated 26 February 2009 (enclosing that final account and the completion statement for 258 Uttoxeter) was, as mentioned above, addressed to both Mr Narroya and the Applicant and confirmed that the transfer of 258 Uttoxeter had been completed and that she had “requested Norwich Union place in hand the Insolvency Act Indemnity Insurance as requested by you with immediate effect.” 63. The trial bundle included a copy of the NU Policy Schedule dated 25 February 2009 in relation to 8 Balaclava and the terms of the NU Policy (the ‘Claims Conditions’). In the course of the hearing, the Respondent provided the Tribunal with copies of the two further NU Policy Schedules, relating to 370 Stenson and 258 Uttoxeter, and the Claims Conditions. The Schedules were in materially identical terms, save for the ‘Limit of Indemnity’, which in each case corresponded to the full market value of the property in question stated in the October Information Letter (referred to in paragraph 58 above). Reflecting their purpose, the “Insured” was defined to mean “1. Any bank, building society or other lending institution holding a mortgage or charge on the property. 2. The owner(s) of the property whose purchase is subsequent to the Deed of Gift detailed in the Schedule and their lessees”. The Schedules described the “Property” by giving the address of the property in question. The “Nature of the Defect” was described in the following terms: “The Property is subject to a Deed of Gift made on or before the policy date. Under the terms of Sections 339-342 of the Insolvency Act 1986 as amended by the Section 2 of the Insolvency (No 2) Act 1994 The Property could be subject to a claim from a Trustee in Bankruptcy of the Donor’s estate should the Donor not be adjudged bankrupt by virtue of a bankruptcy petition being

presented within the time laid down by the Acts.” 64. The Claims Conditions were also in materially identical form, save for a Proviso in each, which specified the use to which the Property in question must be put: it therefore varied as between 370 Stenson (“as a private dwellinghouse (including a flat or maisonette) in single occupation”) and 258 Uttoxeter and 8 Balaclava (“as a shop”). Cover was described as follows: “The Insurer will subject to the terms and conditions of the policy indemnify the Insured against all loss costs and expenses incurred by the Insured in the event of the Donor being adjudged bankrupt and the Trustee in Bankruptcy claiming an interest in The Property as described in the Nature of the Defect in the Schedule.”

65. Copies of the 2009 TR1s (i.e. the instruments giving effect to the 2009 Transfers) were all in materially identical form. They were all dated 25 February 2009 and provided that the relevant property was transferred from Mr Narroya to the Applicant, with full title guarantee and panel 8 (Consideration) providing that the transfer was not for money or anything that has a monetary value. There was no declaration of trust in panel 10, but that panel is only engaged on its face where the transferee is more than one person. Each of the 2009 TR1s was executed as a deed by each of Mr Narroya and the Applicant and all the signatures were witnessed by Ms Roberts.
66. Having regard to the contemporaneous documents described above, I accept the Applicant’s evidence (and reject Mr Narroya’s evidence) and find that (i) neither prior nor in the course of the 2009 Transfers did Mr Narroya tell Ms Roberts or the Applicant that he held only a 50% beneficial interest in the Properties and (ii) his position at that time was that he was the sole owner of each of the Properties. I reach that conclusion for the following reasons: (a) Leaving to one side the Assets Schedule, to which I will return below, there is no documentary record of Mr Narroya advising either Ms Roberts or the Applicant that he owned only a 50% interest in each of the Properties. On the contrary, the contemporaneous correspondence described above records (or at least indicates) that his position was that he was both the legal and sole beneficial owner of the Properties.
- (b) Again, leaving to one side the Assets Schedule, there is no evidence that Mr Narroya advised or provided Ms Roberts with copies of the Declarations of Trust. If, as Mr Narroya contends, he advised Mr Roberts that he owned only 50% of the Properties, it is logical to suppose that he must also have advised her – or that Ms Roberts would have asked – who owned the other 50% and the basis on which the Properties were owned in equal shares by himself and his brother, the Respondent. Yet there is no correspondence or other document indicating that Ms Roberts was told about the Respondent’s interest in the Properties or the Declarations of Trust (or that she was provided with copies of the latter). (c) Two aspects of the October Information Letter are, in my judgment, particularly significant in this regard. First, as to the ‘Gift Details’ section, Mr Narroya’s description of the gift to the Applicant described passing “the properties” to the Applicant. Mr Narroya did not state that he had only a 50% interest in the Properties. On the contrary, the ordinary and natural meaning of the words he did use is that Mr Narroya was gifting the Applicant the Properties in their entirety, both

legally and beneficially. I have considered whether Mr Narroya might have been referring here only to the legal title. I reject that as a possibility. That distinction is not drawn in the letter and would in any event be illogical: the purpose of the transaction was to protect, in the event of Mr Narroya's bankruptcy, the value asset (i.e. Mr Narroya's beneficial interest) in the Properties, not the (bare) legal title. That purpose was reflected in the subject of Ms Roberts' initial letters dated 9 September 2008 (referred to in paragraph 56 above). Secondly, the position above coincided with Norwich Union seeking details of the "full market value" of the Properties, which details Mr Narroya then provided in the same letter. Again, there is no indication that the 'Valuations' provided in the October Information Letter were valuations only of a 50% interest in the Properties.

67. As to the Assets Schedule, I reject Mr Narroya's evidence that it was a document he provided to Ms Roberts in October 2008 (or at any time during or for the purposes of the 2009 Transfers). I reach that conclusion for the following reasons: (a) Until Mr Narroya gave his oral evidence, the Assets Schedule was being referred to at trial – perhaps understandably, given its heading – as a fax. Mr Narroya's oral evidence, however, was that the Assets Schedule was not a document he faxed to Ms Roberts. Instead, his evidence was that he had dropped off a copy of the Assets Schedule to Ms Roberts at Bemrose & Ling's offices and the copy in the trial bundle was of the copy Mr Narroya had retained.
- (b) At the hearing, I was provided with the original of the copy of Assets Schedule in the trial bundle. It was a single sheet of printed black and white text with no obvious indications to its age or other, obvious marks other than hole punches. Thus, inspection of the original did not greatly assist one way or the other.
- (c) Mr Narroya's evidence that he delivered to Ms Roberts (and did not fax) a copy of the Assets Schedule, which is titled 'fax', is difficult to accept; indeed, I reject it. Absent anything else, that evidence (and the content of the Assets Schedule) is obviously self-serving, but, more significantly, the fact of its existence in 2008 and/or that it was provided to Ms Roberts finds no support in any of the other contemporaneous documents or correspondence. I also take into account that Mr Narroya and Ms Roberts otherwise corresponded by letter in relation to the 2009 Transfers, including, apparently, where it was necessary to provide enclosures. Mr Narroya offered no explanation as to why the Assets Schedule was to be transmitted differently, either by 'fax' (if, presumably, that was once the intention) or why (if it was Mr Narroya's initial intention to send the document by fax) the decision was ultimately made not to transmit the document by fax, but to hand deliver it. (d) The Assets Schedule itself does not refer to any enclosures and Mr Narroya did not give any evidence that it was accompanied by enclosures. My understanding was that Mr Narroya's evidence (including in paragraph (8) of his witness statement) was that the Assets Schedule was what he prepared and provided to satisfy the requests made in dated 8 October 2008 from Norwich Union's trading underwriter, Ms. Morris-Helm. It is to be recalled, however, that that was a request for "... evidence of assets and liabilities taking into account all [Mr Narroya's] business interests", Ms Morris-Helm explaining that she could "...only consider this risk where [Mr

Narroya] can show he is financially stable.” That is unsurprising given that Norwich Union might be liable to indemnify the Insured under the policies sought by Mr Narroya only if he became insolvent and a trustee in bankruptcy was appointed over his estate. I do not accept that the Assets Schedule provided, even on its face, the evidence required by Norwich Union to satisfy it that Mr Narroya’s insolvency was an acceptable risk. No details were provided in the Assets Schedule of the values of any of the additional properties listed (or whether they were subject to charges), or of the terms, values or beneficiaries of the life cover policies listed, or of the balances in any of the bank accounts listed. It is true, of course, that Norwich Union issued the NU Policies in due course (albeit not until February 2009, some 4 months after the date of the Assets Schedule). It is not plausible, however, that Norwich Union did so because it was satisfied that Mr Narroya was financial stable on the strength of the Assets Schedule. If the Assets Schedule had been provided to Ms Roberts and then passed by her to Norwich Union in October 2008, the overwhelming likelihood is that either Ms Roberts or Norwich Union would have sought further information in connection with the assets listed. As I have said, there is no documentary evidence at all that either Ms Roberts or Norwich Union were provided with the Assets Schedule or sought any such further information. (e) Even if Mr Narroya had provided the Assets Schedule only to Ms Roberts – which strikes me as implausible in any event; there was certainly no reason to conceal it from the Applicant at that time (or at any time) – I have found that Ms Roberts was acting for and/ or advising and communicating with both Mr Narroya and the Applicant. Had Mr Narroya provided the Assets Schedule to Ms Roberts, it is equally implausible to imagine that she would not have mentioned it to, or shown or discussed it with, the Applicant. However, the Applicant’s evidence was that she was not provided with a copy of the Assets Schedule in the course of the 2009 Transfer and was not aware of it or seen a copy until it was relied on as part of the Respondent’s evidence in these proceedings. I accept the Applicant’s evidence in this regard. (f) Neither Mr Narroya, nor the Respondent, relied on the Assets Schedule in the Divorce Proceedings. If the document was produced in 2008 and a copy has been in Mr Narroya’s possession since then, it would have been an important document on which he and/ or the Respondent would have relied and/or would have been disclosable in the Divorce Proceedings.

68. Accordingly, I find that Mr Narroya did not at the time of the 2009 Transfers inform either the Applicant or Ms Roberts that he owned only 50% of the Properties. The consequence of that, in my judgment, is that the contemporaneous documents generated in the course of the 2009 Transfers all indicate that Mr Narroya regarded himself as the sole legal and equitable owner of the Properties. 69. The Respondent was not, of course, a party to the 2009 Transfers and, as recorded in the correspondence above, does not appear to have been involved in the transactions. However, in my judgment Mr Narroya’s position that he was the sole beneficial owner of the Properties in 2008/2009 remains significant. It is obviously inconsistent with his evidence to the Tribunal in these proceedings that the Respondent held a 50% beneficial interest in the Properties. Further, there is no logical reason or evidence as to why Mr Narroya would in 2008/2009 have concealed from Ms Roberts (or the

Applicant) the facts of the Declarations of Trust and/or that the Respondent had a 50% interest in the Properties. Mr Narroya's purpose in arranging the 2009 Transfers was simply to put his equity in the Properties beyond the reach of his creditors. There is no evidence that the transfer to the Applicant was an attempt by Mr Narroya to postpone or destroy the Respondent's interest in the Properties (and, for the reasons explained below, a disposition that was not for valuable consideration would in any event have been ineffective to do so). Instead, I find that Mr Narroya's position in 2008/2009 that he was the legal and sole beneficial owner of the Properties was because that was the true position, he understood it to be the true position and had no reason to maintain the position was otherwise. The evidence in relation to the Divorce Proceedings 70. I am sure that I have not seen the entirety of the documents and other evidence that was produced for the purposes of the Divorce Proceedings. What follows is the relevant material which I consider to be relevant from that included in the trial bundle in these proceedings.

71. By her email dated 17 September 2018 to the Respondent Ms Maria Coster, of the Applicant's solicitors in the Divorce Proceedings, Stowe Family Law LLP ("SFL"), recorded that the Respondent had contacted SFL indicating his "willingness to provide information on [Mr Narroya's] behalf". Having taken instructions, Ms Coster replied, declining to disclose the list of questions the Applicant had for Mr Narroya to the Respondent and directing the Respondent to liaise instead with Mr Narroya.
72. An order dated 10 October 2018 (the "October Order") made by District Judge Hill made a number of directions in relation to the parties' exchange of financial information, including the Applicant and Mr Narroya were ordered to file and serve their Section 25 narrative statements (that is, the detailed written accounts of their respective financial situations and needs under s.25 of the Matrimonial Causes Act 1973 ("MCA 1973") submitted by the parties for financial remedy hearings) and the Respondent and Mrs Rani were invited to file and serve a statement setting out their beneficial interest in all properties held jointly with Mr Narroya.
73. By letter to the Court dated 4 December 2018 (the "December Letter"), Mr Narroya enclosed his "Draft Copy of Section 25 Narrative Statement" and enclosed various documents indexed in a 'Content' page at items (1) to (12), including his Form E at item (1). It is notable that item (2) listed "Residential Domestic Property (54 Field Rise)", item (5) listed two "Joint Investment Properties (Beckett Street & Great Northern Road 50%)", item (6) listed "Ltd Company Investments (Colombo House Ltd 50%)" and item (12) listed "Overseas Holiday Home (50% Share with my mum)". 74. The following is particularly significant about Mr Narroya's Form E. In paragraph 1.16, Mr Narroya listed 54 Field Rise, Littleover, Derby ("54 Field Rise") as his present residence. The occupants were said to be "Mrs S Rani" and "Mr R Narroya". It also described, at paragraph 2.2, three further properties in which he said he had an interest: 63 Uttoxeter, 25.30 Swinburne Street, Derby ("28/30 Swinburne") and 148 Osmaston Road, Derby ("148 Osmaston"). In respect of these, two buy to let mortgages were listed. Mr Narroya said that he was the sole owner of all three.

That is inconsistent with the Respondent's case and evidence (and with Mr Narroya's evidence) in these proceedings that Mr Narroya and the Respondent owned 63 Uttoxeter jointly. Paragraph 2.11 disclosed his 50% shareholding in Colombo House Limited ("CCL"). Paragraph 5.1 of the Form E invites the party to specify the kind of order they are asking the court to make. Paragraph 5.1(d) states "If you are seeking a transfer or settlement or any property or assets, identify the property or assets in question." In paragraph 5.1(a), Mr Narroya wrote "Property transfers listed below only" and, in response to paragraph 5.1(d) wrote "258 Uttoxeter New Road, Derby" and "8 Balaclava Road, Derby."

75. An enclosure to the December Letter marked (2) and which related, therefore, to 54 Field Rise, stated that Mr Narroya had a 35% interest in the property. Further enclosures indicated that 28/30 Swinburn and 63 Uttoxeter had been sold in August and December 2018 respectively. A further enclosure to the December Letter headed "1-7 Beckett Street Derby/ 24a Great Northern Road Derby" stated "These are Commercial properties jointly owned with my brother (Mr Ram Narroya). Unfortunately a financial dispute is currently going on in regards to these properties and legal action is pending. I have a 50% interest in these properties however that is being disputed by my brother." An enclosure related to Colombo House, Colombo Street, Derby ("Colombo House") and indicated that it was owned by CCL.
76. It is clear from the rest of the Form E and its covering contents page and other enclosures to the December Letter that Mr Narroya was sensitive to whether assets were solely owned by him, or shared with others and indicated where assets referred to were jointly owned. I find that Mr Narroya's answer to paragraph 5.1(d) indicated that he believed that the Applicant was the sole owner of 258 Uttoxeter and 8 Balaclava. That is inconsistent with the Respondent's case and evidence (and with Mr Narroya's evidence) in these proceedings that Mr Narroya and the Respondent owned those Properties jointly.
77. An exchange of emails between the Respondent and SFL's Ms Coster between 17 December 2018 and 31 January 2019 discloses that by this stage, at least, the Respondent was aware of and involved in the Divorce Proceedings. By their 17 December 2018 SFL invited the Respondent to list all the properties both in the UK and abroad in which the Respondent asserted he had a legal or beneficial interest, to "provide documentary evidence of that interests and explain why you have an interest in that property" and to "quantify the interest that you have in each property". It would appear from a reference in that email that that request was a repeat of a request made by SFL in an earlier letter, but that letter was not in the trial bundle. By email in response dated 31 January 2019 (sent from an account named 'Ajay 27' iMac' columbohouse@aol.com), the Respondent said that "the issue I have is that I am in dead lock with [Mr Narroya] over the 4 business properties that we hold together. And I think his lack of corporation [sic] is not helping anyone".
78. By further email dated 5 March 2019 in the same chain (evident from the same subject line in that email and in the out of office response immediately below it from Ms Coster to the Respondent's 31 January 2019 email (above)), the Respondent requested that Ms Coster provide him with valuations she held for Colombo House, 24A Great Northern Road, 1-7

Becket Street, 148 Osmaston and 54 Field Rise. The Respondent said he required these “for my application to be added for financial proceedings”. Given that 54 Field Rise was the residence of Mrs Rani and at least one of Mr Narroya and the Respondent (and possibly both of them)), it is reasonably to be inferred (indeed, in my judgment, it is clear) that Colombo House, 24 Great Northern Road, 1-7 Beckett Street and 148 Osmaston were the “4 business properties” that the Respondent said he and Mr Narroya held together. It is noteworthy that the Respondent did not include the Properties among the business properties he said he jointly owned with Mr Narroya (nor, for instance, did he describe these four properties as “4 of the business properties” he and the Respondent held together).

79. By letter dated 8 March 2019, SFL made Mr Narroya an offer to settle the financial aspects of the divorce in advance of the final hearing then listed on 14 and 15 March 2019, by reference to the schedule of assets that had been included in the bundle for that hearing (the “Schedule”). The Schedule listed the Properties as owned by the Applicant (in the ‘Wife’) column. The Schedule also listed a number of other properties in the ‘Husband’ column, including Colombo House, 1-7 Beckett Street, 24A Great Northern Road (which I have referred to above) and 54 Field Rise, but marking the latter as jointly owned with his mother and the others as jointly owned with the Respondent. As for UK properties, 63 Uttoxeter, 28/30 Swinburne and 148 Osmaston Road were also listed in the ‘Husband’ column (albeit with indications that the first two had been sold), but were not marked as jointly owned.
80. Also on 8 March 2019, and as mentioned above, the Respondent prepared a document headed “Formal Application to join [the Divorce Proceedings]” (i.e. the March Document). The March Document began “Ram Narroya and Sudesh Rani apply to join the above proceedings as they hold beneficial interest in property jointly owned with Rajinder Narroya as follows”, before listing 1-7 Beckett Street, Great Northern Road, Colombo House, 28/30 Swinburne, 63 Uttoxeter and 148 Osmaston Road and, finally, 8 Balaclava Road and 258 Uttoxeter. Various ‘Exhibits’ were said to be attached in relation to 1-7 Beckett Street, Great Northern Road and Colombo House, but these were not included in the trial bundle in these proceedings. In relation to both 28/30 Swinburne, 63 Uttoxeter and 148 Osmaston Road, which were grouped together, and, 8 Balaclava Road and 258 Uttoxeter, which were also separately grouped together, there were no exhibits because it was said that Bemrose & Ling held the relevant paperwork, but that it was in liquidation and the paperwork had been requested. (a) As for 28/30 Swinburne, 63 Uttoxeter and 148 Osmaston Road, the March Document said that they were “held by Rajinder for Ram on trust. The subsequent agreement in 1996 was that Rajinder would keep the properties and collect all rents until a future sale, at which point the sale proceedings would be shared 50/50 between Rajinder and Ram.” There is no further evidence as to any agreement in 1996 and it is not mentioned in either Mr Narroya’s or the Respondent’s witness statements in these proceedings. There is no mention in the March Document of any refurbishment of 63 Uttoxeter or of any building costs incurred by the Respondent in relation to that property.

- (b) As to 8 Balaclava Road and 258 Uttoxeter, the March Document said “These properties were purchased for office use... Ram and Rajinder hold these properties 50/50. Ram and Rajinder both paid the deposits and costs”. The March Document made no reference to 370 Stenson. In addition, it is noteworthy that the March Document made no reference to any refinancing of 63 Uttoxeter with Loughborough Building Society in order to provide the purchase monies for 8 Balaclava and 258 Uttoxeter, or to the Declarations of Trust. The omission of the latter is particularly noteworthy given that, by contrast, in relation to four properties in India and Dubai the March Document did state that “Deed of trust for above 4 properties is in existence and will be produced in due course when a copy is received from solicitors”.
81. As mentioned above, having considered the March Document, District Judge Hill directed that the Respondent and Mrs Rani make an FPR-compliant application for joinder by 15 April 2019 and that resulted in the Respondent’s April Application and April WS. Those documents made no reference to 370 Stenson and made no reference to the Declarations of Trust. As to the latter omission, it is noteworthy that the April WS did exhibit a declaration of trust on its face dated 7 March 2017 and made by Mr Narroya and the Respondent in relation to 24 Great Northern Road and 1-7 Beckett Street. So far as it was relied on by the Respondent in these proceedings I have addressed the other documentation exhibited to the April WS in paragraphs 45 and 46 above. So far as concerns 8 Balaclava and 258 Uttoxeter, the April WS added little to what was asserted in the March Document save for “I give £20,000 towards [those two properties] and awaiting further information.” The April WS did not purport to exhibit any documentation said to be relevant to 8 Balaclava and 258 Uttoxeter. Further, as set out in paragraphs 45.(a) and 45.(b) above, the only documentary evidence before the Tribunal tended to suggest that any £20,000 payment that had been made by the Respondent instead related to 28/30 Swinburne. 82. The Applicant’s Statement of Case in these proceedings dated 30 December 2024 pointed out that, in the Divorce Proceedings, the Respondent had not asserted any interest in 370 Stenson. In the Respondent’s response to that in paragraph (17) of his Statement of Case was that “the omission of interest in this property occurred to pressure of time to prepare the D11 form”. The reason for this very significant omission and any such “pressure of time” was not addressed in the Respondent’s written evidence. When questioned about this in his oral evidence he said that he was involved at some point in quite a large construction project at a place called Elmhurst Court and that he wanted to gather all the information and see all the transaction history before he said anything. The Respondent also said that once he was joined to the proceedings he was then going to produce all the documents. 83. I do not consider that any of that comes close to being a good explanation for the Respondent’s failure even to mention in the Divorce Proceedings any genuine interest he had in 370 Stenson. First, it is clear from the correspondence referred to above, that the Respondent was aware of and trying to involve himself in the Divorce Proceedings since at least September 2018 (some 6 months before his March Document and his March Order). Secondly, if the Respondent wished to excuse what is otherwise a startling omission on the ground that he was, for some 6 months, “under pressure” by reason of the course of a

development he was carrying out at Elmhurst Court, it was incumbent on him to explain his involvement in that development in some detail – and not for the first time orally by way only of a vague and unparticularised reference – and how events in the course of that development prevented him from articulating his case in the Divorce Proceedings (and, indeed, for a 6 month period). Thirdly, if and to the extent documents were awaited from Bemrose & Ling, it remains unclear to me when (if ever) Bemrose & Ling or any successor firm were ever asked to provide documents and, if so, by whom and when. Finally, on his own case, the Respondent did not have all the documents on which he wished to rely in relation to either 8 Balaclava or 258 Uttoxeter, but felt able to assert beneficial interests in each. As to the Respondent's failure in the Divorce Proceedings to disclose and rely on or even mention the Declarations of Trust, I address this further below.

Conclusion beneficial ownership: constructive or resulting trust 84. In my judgment, the Respondent has not adduced evidence to establish that he had a beneficial interest in the Properties prior to the 2009 Transfers and, perhaps most materially, prior to 9 March 2009 when the Applicant was registered as their legal proprietor. 85. For the reasons set out at length above, the Respondent's pleaded case and evidence were, in my judgment, lacking in any kind of particularity or persuasive detail and the documentary evidence positively supporting his case was limited indeed – and, moreover, in circumstances where, if the Respondent's case or alternative case were well founded, one would ordinarily expect there to be considerable documentary material on which he could rely. Furthermore, there were not only significant gaps in the documentary material that was shown to the Tribunal, but also a considerable corpus of material that contradicted the Respondent's account. That material (identified above) supported a conclusion that the Properties were, instead, not acquired by Mr Narroya on behalf of both himself and the Respondent and were not held on trust for himself and the Respondent in equal shares. 86. For the avoidance of doubt, I therefore (i) reject the Respondent's case that he had acquired a beneficial interest under a *Pallant v Morgan* constructive trust and (ii) reject the Respondent's alternative case that he acquired a beneficial interest under a resulting trust on the basis that he provided the purchase monies (or some of them) at the time the Properties were acquired. In particular, I find, first, that there was insufficient specific evidence that there was an intention to enter into a joint venture with Mr Narroya in relation to any of the Properties. In my judgment, the Respondent's broad assertion that he "from time to time assisted [Mr Narroya] in the purchase and finance of [unspecified] properties for development" cannot be enough. It certainly cannot be enough without clear support in the contemporaneous documents that an agreement of that sort had been reached in relation to the Properties. Such evidence was almost entirely absent. Secondly, for the reasons set out at length above, there is in my judgment insufficient evidence that the Respondent provided the purchase monies for any of the Properties. It follows, therefore (and I find), that when he transferred the Properties to the Applicant, Mr Narroya was their sole legal and beneficial owner.

VII. Are the Declarations of Trust genuine documents? 87. In paragraphs 5 to 13, 17 to 19, 22 and 30-33 of her Statement of Case, the Applicant challenged the validity and genuineness of the Declarations of Trust. As mentioned above, the Applicant's challenge to the Declarations of

Trust is not that the signatures on the documents have been forged, but that the documents were not made on the dates they purport to have been made. She relies, in particular, on the fact that prior to the Applications and the Tribunal proceedings neither the Respondent nor Mr Narroya had ever mentioned or referred to or disclosed to her copies of the Declarations of Trust. In particular, the Applicant said that Mr Narroya did not mention the Declarations of Trust in the course of the 2009 Transfers and that neither Mr Narroya nor the Respondent mentioned the Declarations of Trust in Divorce Proceedings. 88. So far as relevant, the Respondent's pleaded response to the lack of any reference to the Declarations of Trust in the course of the 2009 Transfers was that (i) "prior to the transfers Sarah Roberts of Bemrose and Ling was aware the Transferor's beneficial interest in each of the Properties was only 50%" and (ii) "the Transferor was under no general obligation to disclose details of the respective beneficial interests in any of the Properties". As to Divorce Proceedings, the Respondent said that (i) "The omission of interest in [370 Stenson] occurred due to pressure of time to prepare the D11 form" and, in relation to all the Properties, "The lack of mention of these Trust Deeds was because of awaiting papers held by Bemrose & Ling".

89. As trailed above, having considered the parties' statements of case, by its February Directions the Tribunal inter alia directed that the Respondent should confirm "whether it was his case that these declaration of trust documents were drafted and prepared by a solicitor at Bemrose and Ling, and/ or subsequently held on their files." 90. The Respondent's response to the Tribunal's direction was contained in his letter dated 10 March 2025, in which he stated "The legal title was in name of Rajinder Kumar Narroya who arranged for all of the declarations of trust documents for the Respondent to sign and then returned by him to Bemrose & Ling for save [sic] keeping, the files have now been passed to rightlegal group following Bemrose and Ling liquidation in March 2018." That letter enclosed an undated letter from Right Legal Group addressed to Mr Narroya and which appeared to be concerned with the storage of Mr Narroya's Will. The letter is relevant only insofar as it explains that "Bemrose & Ling closed a while ago now and we have taken over the care, conduct and safe storage of [Mr Narroya's] Will at their request." The Respondent's letter did not, therefore, provide a complete response to the Tribunal's direction: though it indicated that the Declarations of Trust were held by Bemrose & Ling, it did not confirm whether the Declarations of Trust were drafted and prepared by Bemrose & Ling. That issue was addressed, at least to some extent, in the Respondent's witness statement, in which he said that he and Mr Narroya "agreed in the case of each of the Properties to make Declarations of Trust outlining the basis and terms of our arrangement. A standard template was drawn up by the family Solicitors, Bemrose & Ling and used to record our beneficial interests in the Properties." The Respondent's witness statement did not address why he had not referred to or produced copies of the Declarations of Trust in the course of the Divorce Proceedings.

91. Mr Narroya's witness statement was also silent on why he had not referred to or produced copies of the Declarations of Trust in the course of the Divorce Proceedings (or referred to them or provided copies to Ms Roberts in the course of the 2009 Transfers). As to the question of when and by whom the Declarations of Trust had been prepared, paragraph
- (4) of Mr Narroya's witness statement said no more than "During the purchases of each of [the Properties] it was decided by the Respondent and me, that a Declaration of Trust document be drawn up to determine each party's equitable interest in these properties. The Respondent and I had made similar arrangements on other properties."
92. Having considered the written and oral evidence given at trial (to which I refer below), I find that the Declarations of Trust were in fact prepared by the Respondent and Mr Narroya at some point after the Divorce Proceedings (and, therefore, after the 2009 Transfers). I have reached that conclusion for the following reasons: (a) In light of the centrality of the issue in the Applicant's statement of case (and the seriousness of the implied allegation that the Declarations of Trust had in fact been prepared on later dates, rather than the dates stated on the face of the documents) it was striking that the Respondent's Statement of Case and his witness statement – and the further witness statement on which he relied, that of Mr Narroya – entirely failed to explain why neither the Respondent nor Mr Narroya had even referred to, let alone produced, the Declarations of Trust in the course of the Divorce Proceedings. (b) If the Declarations of Trust existed prior to the Divorce Proceedings, they are documents that would have provided very strong support for his case and there is prima facie no good reason why the Respondent would not have referred to them in support of his case in the Divorce Proceedings that he owned 50% of each of 258 Uttoxeter and 8 Balaclava. (c) In this regard, if, as the Respondent's witness statement suggested, the Declarations of Trust were in standard form used by himself and Mr Narroya not just for the Properties, but for other properties as well, there is all the more reason why the Respondent would have known that they existed, even if he did not have access to the documents themselves when he prepared the March Document or the April Application and April WS. (d) For the reasons already articulated in paragraphs 82 and 83 above, I do not accept that the Respondent's evidence that his failure even to refer to the Declarations of Trust in the Divorce Proceedings is explicable as a result of any time pressure to which he was subject. It is clear from the contemporaneous correspondence that the Respondent had (at least) many months to consider how to present his case in those proceedings and obtain and collate any documents and could (as he did in both these proceedings and the Divorce Proceedings) instruct legal representatives to assist him. (e) As mentioned in paragraph 77 above, by her 17 December 2018 letter SFL's Ms Coster invited the Respondent to provide documentary evidence of any interest he was asserting in any relevant property. If the Declarations of Trust existed at that time, there is no good reason why the Respondent did not at least mention their existence. On the contrary, there was every reason for him to do so. (f) The Respondent's statement of case and March 2019 to the February Directions both suggested that the Declarations of Trust were held by Bemrose & Ling and that, and the fact that Bemrose & Ling had closed and/ or had been liquidated, was offered as an explanation for why the documents were not

produced in the course of the Divorce Proceedings. That does not, of course, explain why no mention was made then of the Declarations of Trust, even if the documents themselves were at that time and for that reason unavailable. I note that there remains no documentary evidence of any request made to Bemrose & Ling (or any successor firm) for copies of any documentation relating to the Properties.

- (g) However, for the first time in their oral evidence, Mr Narroya and the Respondent both said that the Declarations of Trust were in fact always in their possession. The Declarations of Trust were, they said, always held in a file in a cupboard in Colombo House, CCL's registered office. Given the centrality of the issue, the very fact that that evidence was not included in their witness statements of itself undermines its credibility.
- (h) When he was pressed in cross-examination as to why the documents therefore had not been produced in the Divorce Proceedings, the Respondent said that he generally kept a different file for each of his properties, but that Colombo House was a large property holding lots of information and also that, because of an office move in 2021, documents were also held both at Colombo House and his St James Court office. The Respondent said that the Declarations of Trust were in a filing cabinet in a storeroom to which only Mr Narroya had keys. The Respondent accepted that he had access to Colombo House at all material times, but said that he could not access the files holding the Declarations of Trust because only Mr Narroya had keys and, for at least a period, Mr Narroya was in prison.
- (i) Mr Narroya's oral evidence was that he could not recall precisely when he was in prison at the relevant time, but that it was for a period of 10 weeks and that the time of year was "summer". That stay must have coincided with the July Hearing, because he could not attend for that reason and because his evidence was that the August Order was brought to him by the Respondent to sign in prison. Mr Narroya's relevant prison stay was therefore relatively recent (summer 2019), and, it is, my judgment, inherently unlikely and implausible that he cannot remember the dates (or at least the months) of his confinement. In any event, the evidence was not that Mr Narroya was in prison for the duration of the Respondent's involvement in the Divorce Proceedings (at least September 2018 to July/ August 2019). Mr Narroya also gave oral evidence to the effect that it was the Respondent who maintained the store cupboard in which the Declarations of Trust were located and that all of the documents "from that era" were in that cupboard. When asked why he (and not the Respondent) held the key, Mr Narroya's answer was that it was because he kept a few files here from his old office and that the key was in any event kept in a first-floor office at Colombo House. Mr Narroya said that the Respondent asked him for the key around the time that the Applications were submitted to the Land Registry. He said he could not recall if the Respondent had asked him at any earlier stage. (j) Having considered all the evidence, in my judgment, the Respondent's and Mr Narroya's oral evidence that the Declarations of Trust had in fact always been present in the dedicated files for each property, held in a store cupboard in Colombo House, which files or cupboard were maintained by the Respondent but to which only Mr Narroya had a key (or that only he knew of the location of the key), but

which files were not accessed until shortly before the Respondent's Applications to the Land Registry, is thoroughly implausible and inherently unlikely to be true. I find that that evidence is untrue and I reject it. In particular, there seems to me to have been no good reason why, if the Declarations of Trust were present in Colombo House throughout, the Respondent could not and would not have located them and relied on them in the Divorce Proceedings. Even on his and the Respondent's own evidence, Mr Narroya was not incarcerated for the duration of the Respondent's involvement in the Divorce Proceedings and, it seems, the key was in fact in Colombo House throughout. Further, if the Respondent maintained the relevant files or the relevant store cupboard and/ or knew that each property had its own file, it is, in my judgment, implausible that he did not himself have access and that Mr Narroya had (or knew the location of) the only key. But even if his access were limited, it is still implausible that the Respondent would not have asked Mr Narroya for access to the cupboard and/ or ensured that he had located and checked the files held in Colombo House at some point during the Divorce Proceedings. The fact that, as I have said, this 'Colombo House cupboard and key' explanation had not been and could (and, given the issues raised in the statements of case, should) have been included in either the Respondent's or Mr Narroya's witness statements, only serves further to undermine its credibility. In my judgment, the 'Colombo House cupboard and key' explanation is much more likely to have been contrived to explain why, if the Declarations of Trust had (as the Respondent maintained) always existed, the Respondent had not relied on them in the Divorce Proceedings and I find that it was so contrived.

- (k) As to the documents themselves, the Respondent was unable to produce at trial the originals of the Declarations of Trust relating to 370 Stenson and 258 Uttoxeter, but only the original of the Declaration of Trust relating to 8 Balaclava. Mr Dobson informed the Tribunal in his closing submissions that he had seen all three documents as late as 6 October 2025, at the Respondent's office. However, there was no explanation as to how the two missing Declarations of Trusts had gone missing. Mr Dobson indicated that, if and when located, the two originals would be provided to the Tribunal. As far as I am aware, that has not happened. In light of Mr Dobson's confirmation that he had seen the originals, their absence at trial (particularly without proper explanation), whilst unsatisfactory, is not a matter on which I place any great reliance in assessing whether they are genuine. However, the absence of the documents hardly assists the Respondent in persuading the Tribunal that the Declarations of Trust are genuine. Mr Dobson also informed the Tribunal in the course of his closing submissions that the Respondent had by August 2022 managed to obtain from Right Legal Group a pack of documents relating to 8 Balaclava Road, but that pack did not include the original or a copy of the relevant Declaration of Trust. In any event I examined that Declaration of Trust relating to 8 Balaclava Road, but that inspection was of limited value and did not advance matters one way or another and there was no expert evidence on the age of the paper or the ink. (l) The Respondent's and Mr Narroya's accounts of who prepared the Declarations of Trust were not consistent. As noted above, the Respondent said that they had been prepared by Bemrose & Ling. Mr Narroya's oral evidence, however, was

that they were prepared by an apparently different solicitor, a Mr John O'Connors. It was not suggested that he was a solicitor at Bemrose & Ling. The fact that the Respondent and Mr Narroya differed on which solicitor had prepared a template for them obviously does not of itself suggest that the Declarations of Trust were not executed on the date stated on the face of the documents, but, again, it hardly assisted the Respondent in his effort to persuade me that the documents were genuine.

- (m) The same might be said about a curiosity as to the dates of the Declarations of Trust: 26 September 1996 (370 Stenson), 19 November 1999 (258 Uttoxeter) and 17 October 2001 (8 Balaclava). Those dates were not the same as the relevant transfers, which were, respectively, 20 September 1996, and 16 November 2002, 1 October 2001. There was no evidence explaining when and what (if anything) prompted the Respondent and Mr Narroya to enter into the Declarations of Trust on the dates shown on their respective faces. Mr Dobson ventured in closing, that there was nothing surprising about the dates being a little later than the transfers and, though this was speculation, it would likely have coincided with the conveyancer later confirming to the client that the transacted had completed. Mr Dobson submitted that a completion day was often a busy day and the conveyancer might well have not have confirmed immediately, on the day itself, but only a few days later and it was at that point that the Declarations of Trust were then executed. It is otherwise something of a coincidence that the date of each the Declarations of Trust exactly matched the date of the Land Registry's 'received stamp' on the face of the relevant transfer – i.e. the Declarations of Trust appear to have been executed, in each case, on the exact date the transfer was, quite separately, received by the Land Registry, having been posted a few days earlier by the conveyancing solicitor. This was curious indeed, but ultimately remained unexplained and I do not place any especial weight on this curiosity in coming to my conclusion as to the genuineness of the Declarations of Trust. 93. In my judgment, the facts and matters described in paragraphs 88 to 92 above, certainly when taken together, strongly support a conclusion that the Declarations of Trust did not exist at the time of the Divorce Proceedings (nor, therefore, at the time of the 2009 Transfers) and were prepared thereafter. Those are my findings and, therefore, I find that the Declarations of Trust are not genuine documents. The logical consequence is that the documents were, instead, prepared by the Respondent and Mr Narroya in aid of these proceedings and I so find. When it was put to them in cross-examination, Mr Narroya and the Respondent each denied that they had prepared the Declarations of Trust after the 2009 Transfers and/ or after the Divorce Proceedings were concluded. However, having regard to the facts and matters described above, I am unable to put any weight on those denials and reject their oral evidence to that effect. 94. For completeness, in reaching these findings, which necessarily involve a finding of a degree of dishonesty on the part of each of Mr Narroya and the Respondent in their holding out the Declarations of Trust as genuine, I have kept in mind that, whilst the allegation that a document has been dishonestly manufactured is a serious one, the standard of proof remains the balance of probabilities. That is because there is no logical or necessary connection between seriousness and probability. Suffice it to say that some

dishonest or seriously harmful conduct is sufficiently rare to be inherently improbable in most circumstances, but in specific circumstances, is not at all improbable. Other dishonest or seriously harmful conduct is common and not at all improbable. There is, in my judgment, nothing inherently improbable about a party manufacturing a document in order to support their legal case and in order to obtain a financial advantage. VIII. What is the effect of the 2009 Transfers on any beneficial interest the Respondent held in the Properties? 95. In light of my findings above, it is strictly speaking unnecessary to consider the effect of the 2009 Transfers. However, for completeness, the Properties are all registered land and if the Respondent held a beneficial interest in the Properties (or one of them), the effect under the provisions of LRA 2002 would have been as follows. 96. Section 28(1) LRA 2002 provides that: “(1) Except as provided by sections 29 and 30, the priority of an interest affecting a registered estate or charge is not affected by a disposition of the estate or charge”. Section 28(2) makes clear that it makes no difference for the purposes of s.28 whether the interest or disposition is registered. 97. If the Respondent’s had a beneficial interest in each of the Properties that would have constituted “an interest affecting a registered estate”, the 2009 Transfers of the Properties to the Applicant were “dispositions of the [registered] estate”, and, subject to ss.29 and 30, the 2009 Transfers would not have affected the priority of the Respondent’s interests. 98. Section 30 LRA 2002 concerns registered dispositions of registered charges and does not apply to the present case. So far as relevant, s. 29 LRA provides as follows: “(1) If a registrable disposition of a registered estate is made for valuable consideration, completion of the disposition by registration has the effect of postponing to the interest under the disposition any interest affecting the estate immediately before the disposition whose priority is not protected at the time of registration. (2) For the purposes of subsection (1), the priority of an interest is protected— (a) in any case, if the interest— (i) is a registered charge or the subject of a notice in the register, (ii) falls within any of the paragraphs of Schedule 3, or (iii) appears from the register to be excepted from the effect of registration, and (b) in the case of a disposition of a leasehold estate, if the burden of the interest is incident to the estate.” 99. Thus, in other words, if s.29(1) applies (and an existing interest in a registered estate is not protected in accordance with s.29(2)), the interest created or transferred by the registered disposition (in this case, the transfer of the Properties to the Applicant) takes priority over the unprotected interest. Although the provision operates to ‘postpone’ the unprotected interest to registered dispositions for valuable consideration, the practical effect is the destroy that interest, at least against that subsequent donee (here, the Applicant) and in respect of that donee’s estate or interest.

100. The 2009 Transfers were registrable dispositions of the registered freehold estate in the Properties, which were completed by the Applicant’s registration as proprietor of each of them on 9 March 2009. So far as concerns s.29(2), the priority of the Respondent’s interests were not protected by notices (as interests under trusts of land, those interests were not capable of being the subject of a notice on the register: see s.33(a)(i)) LRA 2002).

101. However, for s.29(1) to apply, the disposition must be for “valuable consideration” and the onus of proving that a disposition was made for valuable consideration rests upon the party asserting it. If the onus is not discharged, the basic rule in s.28 LRA 2002 applies (see *Halifax Plc v Curry Popeck (A Firm)* [2008] EWHC 1692 (Ch) at [46] (Norris J)). The Applicant did not positively rely on s.29(1), but, even if she had done so, there was no evidence that any valuable consideration passed from her to Mr Narroya in exchange for the Properties. On the contrary, and because, it would appear, he wished to put his equity in the Properties beyond the reach of his overseas business creditors, Mr Narroya gifted them to the Applicant. That is clear from the correspondence passing to and from Bemrose & Ling in 2008 and 2009 referred to above. It is made clear, too, by panel 8 in each of the 2009 TR1s. Accordingly, none of the 2009 Transfers was “a registrable disposition of a registered estate... made for valuable consideration” (emphasis added). The effect of the 2009 Transfers would therefore not have been to postpone to the interests under the disposition the Respondent’s beneficial interests (if any) in the Properties, even though their priority was not protected at the time the Applicant was registered as proprietor. 102. In short, if the Respondent had acquired beneficial interests in the Properties when they were owned by Mr Narroya, the Applicant would have acquired the Properties subject to the Respondent’s interests in them (because they took priority under the basic rule in s.28 LRA 2002) and he would, accordingly, have been entitled to assert and enforce those interest against the Applicant, despite the transfer from Mr Narroya to her. IX. What was the extent and effect of the Respondent’s participation in the Divorce Proceedings and what is the effect of the orders made in the Divorce Proceedings?
103. The two final issues can conveniently be considered together and can be addressed in comparatively short order. 104. It is clear from the August Order that the Respondent did not formally become party to the Divorce Proceedings. However, it is equally clear from the documents and other evidence referred to above, that he was aware of and involved in the Divorce Proceedings from at least September 2018 until at least the July Hearing (when he was represented by counsel) and, thereafter, he at least delivered to Mr Narroya in prison a draft of the August Order for him to sign it. 105. In terms of the effect of that involvement, I have already addressed at length above the evidential significance of what the Respondent did and did not assert and the documents on which he did and did not rely in the Divorce Proceedings.
106. So far as concerns the effect of the August Order itself, again, I was not referred to any authority, on the general effect of court (or consent) orders or (if it exists) specifically in connection with the effect of an order made in family proceedings. However, I am aware, in general terms, that, given the policy behind the MCA 1973, the Family Court exercises a general supervisory jurisdiction, even where the parties may otherwise have agreed terms compromising financial proceedings.

107. The August Order records that the Respondent and Mrs Rani were represented by counsel at the July Hearing (as mentioned above, by a Mr Arora, via direct access) and recites, at least on its face, that Mr Arora addressed the Court. However, the Respondent was not a party to the Divorce Proceedings. The August Order recites that he and his mother did not pursue the April Application, which included an application to be joined and for declaratory relief in relation to 258 Uttoxeter and 8 Balaclava, because the Applicant did not wish to continue with those proceedings (because she could no longer afford them). Only the Applicant and Mr Narroya signed the August Order. Accordingly, when the August Order described “the parties” or what the parties had agreed in “full and final satisfaction of:...b) All claims for... transfers of property and variations and settlements” (or that the parties “agree that neither of them has any legal or equitable interest in the property or assets owned by the other, and neither of them has any liability for the debts of the other, except as provided for in this order”), it was not describing the Respondent as having agreed to anything in the August Order. Thus, it would seem that the Respondent is not bound on the face of the August Order, and it would therefore follow that there is no issue estoppel as between him and the Applicant in relation to the beneficial ownership of the Properties. 108. I record, again for completeness, that there was a dispute on the evidence at trial between the Applicant and the Respondent as to the precise extent of the Respondent’s involvement in the discussions that I understood took place at Court between the parties and/or their representatives in the lead up to the agreement of the August Order (Mr Narroya, of course, was not present because he was in prison, as the August Order records). However, the Applicant had not, for example, set out in her statement of case, and nor did she advance in closing, any sufficiently clearly articulated case of some other kind of estoppel which was said to arise as a result of the Respondent’s words and/ or conduct at the July Hearing or prior to the execution of the August Order. There was also no evidence as to what was said by Mr Arora on behalf of his clients prior to the District Judge’s approval of the order. Accordingly, and also because of my findings and conclusion on the other issues, it is unnecessary to say anything further. I will not lengthen what is already a comparatively lengthy judgment by doing so. XI. Conclusion
109. For the reasons set out above, I find that the Respondent has not established that he has a beneficial interest in any of the Properties, whether by constructive trust or resulting trust or under the terms of any genuine express declarations of trust. In relation to the latter (express) basis, that is because I have found that the Declarations of Trust are not genuine documents executed by the parties on the dates shown on the face of the documents, but were instead prepared by the Respondent and Mr Narroya after the conclusion of the Divorce Proceedings. 110. In light of those findings, the Applications fail and I will direct the Chief Registrar to cancel the Applications. XII. Further directions
111. Under rule 13(1)(c) of the 2013 Rules, the Tribunal has a discretionary power to make an order in respect of the costs of the Applications, including as to whether costs should be payable by one party to another, the amount of those costs and by when the costs should be paid. If the Tribunal decides to make an order in relation to costs, ordinarily the

unsuccessful party will be ordered to pay the costs of the successful party, but the Tribunal may make a different order (see paragraph 9.1(b) of the Practice Directions, Property Chamber, First-tier Tribunal, Land Registration (the “Practice Directions”). The factors to be taken into account in any decision on costs are set out in paragraph 9.1(c) and (d) of the Practice Directions.

112. As matters stand, my provisional views are that: (i) there is no reason to depart from the ordinary order in relation to costs; and (ii) given that the hearing was only 2 days, the costs of any receiving party ought to be susceptible to summary assessment and on the basis of written submissions. However, I am conscious that no application has yet been made by any party in relation to costs, I may not have seen all the correspondence admissible on any question of costs and (including in relation to whether the costs are in fact suitable for summary assessment) I have not seen any costs schedules. It may be that the parties can agree between them what orders (if any) ought to be made in relation to costs. However, if they cannot, any application and brief written submissions in relation to costs should be made by the date specified in the order. After that date, I will make any necessary decision and order on costs and/ or give any necessary further directions. Judge Simon McLoughlin
Dated this 20th day of January 2026 BY ORDER OF THE TRIBUNAL 45

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Prepared on 26 October 2026 · Esheria