

ENGLAND AND WALES / JUDGMENT

Mohamedalmas Adam v Safvan Ayub Adam

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Neutral Citation Number: [2025] EWHC 1428 (Ch) Adam v Adam [2025] EWHC 1428 (Ch) Case No: BL-2025-000024 IN THE HIGH COURT OF JUSTICE CHANCERY DIVISION BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES Date: May 21, 2025 Claimant/ Respondent Defendant/ Applicant Before: Deputy Master Valentine

- ----- Between: MOHAMEDALMAS ADAM

- and - SAFVAN AYUB ADAM

- -----

- ----- Mr Richard Power (instructed by Macfarlanes) for the Claimant/ Respondent Mr Jeremy Callman and Mr Gideon Roseman (instructed by Fox Williams) for the Defendant/Applicant Hearing date: 8 May 2025

- ----- This judgment was handed down remotely on June 12, 2025 by circulation to the parties or their representatives by e-mail and by release to the National Archives Deputy Master Valentine:

1. This is my judgment following the hearing of two applications: Page 1 Adam v Adam [2025] EWHC 1428 (Ch) a) the Defendant's application dated 5 March 2025 to strike out the claim (the "Strike Out Application"), which had evolved by the date of the hearing into an application to strike out specific parts only of the Particulars of Claim, and b) the Defendant's Part 18 application of 20 March 2025 for further information, which was considered together with the Defendant's application on 28 April 2025 to amend its original Part 18 application, narrowing the scope of the Part 18 request considerably (the "Further Information Application").
2. There was an application that the hearing be held in private which I refused for the reasons given at the time. However, as a previous judgment of Richard Smith J on 22 January 2025 in this case permitted redaction of certain parts of the Claim Form and Particulars of Claim available to non-parties, counsel for both parties were directed not to refer in open court to matters which had been redacted from publicly available documents. For the same reason, I refer in this judgment to "Disputed Businesses" where the names of relevant companies have been redacted from the publicly available statements of case. Parties and Background

3. The Claimant and Defendant are brothers. The underlying claim alleges that they entered into a business partnership in 2012, that the partnership business included a valuable specialist hotel and residential service provider (the “Disputed Businesses”), that in 2023 they agreed to remove all but the most valuable assets from the partnership, that the partnership has now been dissolved, and that the Claimant is entitled to an account of the partnership assets and his 50% share.
4. The claim was issued on 6 January, and served on the Defendant on 7 January 2025. The time for service of a Defence was extended by agreement until 5 March 2025. On February 24 2025 the Defendant served a Part 18 Request for Further Information (the “RFI”) and requested responses by 17 March and an extension to the deadline to serve the Page 2 Adam v Adam [2025] EWHC 1428 (Ch) Defence until April 7. The revised timetable was not agreed. On 5 March 2025 (before the time the Defence was due), the Defendant issued the Strike Out Application.
5. On 20 March 2025, after the deadline it had sought for the Claimant to respond to the RFI, the Defendant issued the Further Information Application. Later that day, the Claimant responded to the RFI. In addition to rendering part of the Further Information Application unnecessary, the responses in that letter led to the Defendant narrowing its strike-out application such that by the time of the hearing it was an application to strike out only three discrete elements of the Particulars of Claim.
6. On 22 April 2025, the Claimant sent to the Defendant’s solicitors an Amended Particulars of Claim which sought to clarify matters such that the Strike Out Application could be avoided. The amendment was not objected to, but did not resolve the Defendant’s concerns, such that the narrowed Strike-Out Application continued, referring to relevant parts now of the Amended Particulars of Claim (the “Particulars of Claim”).
7. There was subsequent back-and-forth by letter between the parties’ solicitors right up until May 6 2025, which also narrowed the scope of the Further Information Application. At the hearing, that application related to two things (a) a request that certain responses to questions provided by the Claimant’s solicitors in a letter be provided again in the form of a response to request for further information under the CPR, including a statement of truth and (b) further information in respect of intellectual property rights said to remain within the alleged partnership.
8. Subsequent to the hearing, I was made aware that the Claimant had issued proceedings against the Defendant in Barbados and obtained a worldwide freezing order against him on an ex-parte basis, and that supporting those proceedings the Claimant had sworn affidavits, one of which (the “Freezing Order Affidavit”) the Defendant claims Page 3 Adam v Adam [2025] EWHC 1428 (Ch) contradicts the Claimant’s pleaded case on the “2023 Agreement”. I was provided with the affidavit and both parties submissions on the interpretation I should place on it, and I agreed to read those before finalising this judgment. The Strike-Out Application

9. By the time of the hearing, the Defendant sought three distinct parts of the Claimant's Particulars of Claim be struck out. At the hearing the Claimant agreed to remove one, the phrase "and/or tortious" from a list of duties it is claimed the Defendant owed the Claimant. Two elements of the strike-out application therefore remained. 10. The court has the power to strike out all or part of a statement of case. It is a discretionary case management power set out in CPR 3.4(2) which reads: "The court may strike out a statement of case if it appears to the court
- (a) that the statement of case discloses no reasonable grounds for bringing or defending the claim;
 - (b) that the statement of case is an abuse of the court's process or is otherwise likely to obstruct the just disposal of the proceedings; or
 - (c) that there has been a failure to comply with a rule, practice direction or court order."
11. *Biguzzi v Rank Leisure Plc* [1999] 1 WLR 1926 referred to the power to strike out as a last option, a "draconian" power. Even in this case, where the effect of granting the strike out entirely would not, the Claimant says, seriously undermine the principal case advanced through the remainder of the Particulars of Claim, I am mindful it would be an interference with the ability of the Claimant to advance his case as he wishes. 12. The notes to the White Book say the strike out power under (a) and (b) can cover statements of case which are unreasonably vague, incoherent, vexatious, scurrilous or obviously ill-founded and other cases which do not amount to a legally recognisable claim Page 4 Adam v Adam [2025] EWHC 1428 (Ch) or defence. Ground (c) covers cases where the abuse lies not in the statement of case itself but in the way the claim or defence has been conducted. 13. *Towler v Wills* [2010] EWHC 1209 (Comm) gave further guidance. Teare J held: "The purpose of a pleading or statement of case is to inform the other party what the case is that is being brought against him. It is necessary that the other party understands the case which is being brought against him so that he may plead to it in response, disclose those of his documents which are relevant to that case and prepare witness statements which support his defence. If the case which is brought against him is vague or incoherent he will not, or may not, be able to do any of those things. Time and costs will, or may, be wasted if the defendant seeks to respond to a vague and incoherent case. It is also necessary for the Court to understand the case which is brought so that it may fairly and expeditiously decide the case and in a manner which saves unnecessary expense. For these reasons it is necessary that a party's pleaded case is a concise and clear statement of the facts on which he relies..." 14. Chief Master Marsh in *Nekoti Ltd v Univilla Ltd* [2016] EWHC 556 (Ch) indicated a case may be struck out where it has been, in his words "endlessly mutable" and "developed to meet the difficulties which have been pointed out by the Defendant with elements of the claim which were no longer convenient being jettisoned." In *Ashraf v Dominic Lester Solicitors* [2023] EWHC 2800 (Ch) a key factual plank of the case was pleaded in some, but not all, of the versions of the particulars of claim that were put before the court and signed with a statement of truth, and it was struck out for "flip-flopping". 2023 Agreement 15. The most important part of the

Defendant's strike out claim relates to "the 2023 Agreement". The Particulars of Claim say "By an oral agreement reached in or around July 2023, the terms of which are in part recorded in and/or evidenced by emails between the Claimant and the Defendant from 16 June 2023 and 22 July 2023, the Claimant and the Defendant agreed (the "2023 Agreement")" and go on to set out that the agreement provided for the distribution of a number of assets (but not the Disputed Businesses) out of the partnership, and that following that agreement certain payments were made and assets Page 5 Adam v Adam [2025] EWHC 1428 (Ch) transferred in reliance on that agreement. There are several further references to "the 2023 Agreement" throughout the Particulars of Claim. 16. The Defendant's objections to this part of the statement of case are, in summary: a) Paragraph 7.4 of CPR PD16 provides that where "a claim is based upon an oral agreement, the particulars of claim should set out the contractual words used and state by whom, to whom, when and where they were spoken". CPR 16.4 says particulars of claim "must" include matters set out in a practice direction. These Particulars of Claim do not do so. b) While alleging a 2023 Agreement exists, the Particulars of Claim fail to particularise the basic building blocks of a contract – offer, acceptance, consideration, intention to create legal relations – and the Defendant is entitled to know what the alleged building blocks are, or the case is unreasonably vague. c) The part of the claim which alleges a 2023 Agreement is an abuse of process as the description of this agreement put forward by the Claimant has, the Defendant says, been "endlessly mutable" and different descriptions (including, now, in the Freezing Order Affidavit) of it have been incompatible. This, it is said, means the Defendant cannot know what case he is required to meet. It is also alleged that the changes in how this agreement has been "developed to meet the difficulties which have been pointed out by the Defendant with elements of the claim which were no longer convenient being jettisoned" as deprecated in *Nekoti and Ashraf*. 17. The Defendant says that prior to the hearing there had been 6 inconsistent and/or contradictory iterations of the 2023 Agreement. Four of those arise from the unsworn correspondence between the parties. Those are summarised as follows: the agreement Page 6 Adam v Adam [2025] EWHC 1428 (Ch) was reached "in or around June 2023" (Macfarlanes letter dated 9 December 2024); the agreement was reached on 22 July 2023 in the form of emails "between 16 June 2023 and 22 July 2023" (draft Particulars of Claim, 9 December 2024), the agreement was "made orally" (Macfarlanes letter 23 December 2024), and that the Defendant "made that agreement partly orally" (Macfarlanes letter 6 February 2025). 18. The Defendant also claims that more concerning two descriptions of the agreement contained in the Particulars of Claim and Response, both of which are supported by statements of truth, are also inconsistent, and that the Freezing Order Affidavit, also a sworn document provided by the Claimant to a court, is further incompatible with the statement of case in these proceedings. 19. The Particulars of Claim says the 2023 Agreement is "an oral agreement reached in or around July 2023, the terms of which are in part recorded in and/or evidenced by emails between the Claimant and the Defendant from 16 June 2023 and 22 July 2023." The RFI asked, in Question 41, for the contractual words used and state by whom, to whom, when and where (including whether face to face, by telephone or by video or otherwise) they were spoken. The Claimant's response 41 set out further detail on the

history of negotiations as follows:

- (i) By an email dated 14 June 2023, the Defendant proposed a split of the businesses of the Partnership between the Claimant and the Defendant, with the caveat that the proceeds of [the Disputed Businesses] would continue to be split 50/50 between the Claimant and the Defendant. (ii) By an email dated 17 July 2023, the Claimant disputed the valuations adopted by the Defendant in respect of the businesses to be split, and proposed revisions to them. By an email of the same date, the Defendant agreed to proceed on the basis of Page 7 Adam v Adam [2025] EWHC 1428 (Ch) those valuations. By an email of 18 July 2023, the Defendant reconfirmed that the proceeds of [the Disputed Businesses] would continue to be split 50/50 between the Claimant and the Defendant. (iii) However, by an email of 22 July 2023, the Defendant stated that he “did not want” to “give” anything to the Claimant. (iv) Thereafter, in July-September 2023, the Claimant discussed the matter with Bilal Patel, a representative of the Defendant. Mr Patel assured the Claimant that the Defendant did intend to honour the agreement set out in the 17-18 July emails.
- (v) In early September 2023, a meeting took place in Dubai between the Claimant, the Defendant, Mr Akudi, Mr Seth and Mr Valli. At the meeting the Defendant assured the Claimant that he would shortly pay to the Claimant his share of the proceeds of [the Disputed Businesses] through May 2023. The Claimant and the Defendant then discussed the possibility of the Defendant buying out the Claimant’s remaining interest in the Partnership, and the Defendant offered consideration.... The Claimant refused because the proposal manifestly undervalued [the Disputed Businesses]. As such, the Claimant and the Defendant confirmed the terms of their agreement as set out in the 17-18 July 2023 emails. (vi) Thereafter, the Claimant and the Defendant conducted themselves on the basis of that agreement, as set out at paragraph 17 of the Particulars of Claim. 20. In the Claimant’s Freezing Order Affidavit, referring to the same series of events, the Claimant says “I had asked for there to be an agreement and the First Defendant [i.e. the Defendant] had refused to sign one. The First Defendant had then insisted that I transfer Page 8 Adam v Adam [2025] EWHC 1428 (Ch) all the companies according to the sheet he created. I refused on the basis that there was no agreement.” (emphasis added). 21. The Defendant also points out that the Freezing Order Affidavit says that the Claimant transferred ownership of property to the Defendant because of the Defendant’s “blackmail” in threatening to leave the Claimant on the hook for a VAT fraud in a company owned by the Claimant but operated by the Defendant, whereas the Particulars of Claim say transfers of assets were on the basis of the 2023 Agreement. The Defendant further says that the Freezing Order Affidavit and the response to the RFI are different on the question of who prepared the spreadsheet proposing the split of partnership assets. 22. It is said by the Defendant that these three sworn descriptions of the 2023 Agreement and history surrounding it are irreconcilable, despite their statements of truth they cannot all be true and accordingly the Claimant’s statements insofar as they relate to the 2023 Agreement are abuse of process that should be struck out. 23. The Claimant acknowledges there was a change between the draft and the sworn particulars of claim, “Having further considered the matter with Counsel, the Claimant took

the view, as pleaded in the Particulars of Claim, that the 2023 Agreement was more accurately categorised as an agreement made orally at around that time, and partially recorded in emails originally referred to.” This seems to me to fall within what Chief Master Marsh described in *Nekoti* as being permissibly “genuinely mistaken about a version of events, particular facts or how best to put forward its case.” 24. Beyond that, the Claimant says there is no inconsistency in the various ways the 2023 Agreement has been described. With reference in particular to the Freezing Order Affidavit, the Claimant says the Defendant has ignored the context of the affidavit from which it is clear that what the Claimant is saying is that the Defendant refused to make and Page 9 Adam v Adam [2025] EWHC 1428 (Ch) sign a written agreement for the distribution of partnership property. I am also referred to the Claimant’s first affidavit in the same Barbados proceedings, which is in identical terms to the Particulars of Claim as to the formation of the 2023 Agreement. 25. I do not read the various statements made by the Claimant in respect of the events in 2023 as irreconcilable with each other. It may be that the unsworn correspondence has some lack of precision, and that the Claimant has questions to answer about his various descriptions of the history of the agreement he alleges was reached, but I do not consider there are inconsistencies so serious as to lead to a conclusion that the case has been altered in different tellings. Nor do the alleged inconsistencies render the case incomprehensible, unreasonably vague, abusive of the court process or otherwise deserving of strike out. 26. It is true that the pleading of the 2023 Agreement does not set out precisely the when, where and by what words that the CPR says should be described when alleging an oral agreement was formed. The Claimant has been asked these questions and given an opportunity to specify these particulars, but has not done so clearly. Nor does it break down the 2023 Agreement into its offer and acceptance as the Defendant claims it should. However, this is not a case of a mere assertion without more that an agreement exists, which might really be unanswerable. The Particulars of Claim make a coherent case albeit less detailed than the Defendant would like. The responses to the RFI set out a series of events, including emails, conversations and conduct that the Claimant says show the agreement exists and what it is. It is not a case where the Claimant has disregarded or flouted the rules. It is not the case that the Defendant cannot understand the case being made or even has less than he is reasonably entitled to to enable him to prepare a defence. Repudiatory Breach Page 10 Adam v Adam [2025] EWHC 1428 (Ch) 27. The Defendant says it is “trite” law that a partnership cannot be dissolved by one or more partners accepting a repudiatory breach. I am referred to the obiter analysis of Lord Millett in *Hurst v Bryke* [2002] 1 AC 185, Neuberger J’s application of that analysis in *Mullins v Laughton* [2003] Ch 250 and the recognition of both the foregoing by Briggs LJ in *Golstein v Bishop* [2014] Ch 455. The underlying analysis of the original obiter view by Lord Millett is that for partnerships within the Partnership Act 1890 (such as the partnership alleged to exist in this case) a partnership is not brought to an end automatically by a sufficiently serious breach, this would cut across the court’s discretion to dissolve a partnership for breach under s35(d) of that Act. 28. On this basis, the Defendant seeks the strike out of the following underlined language in the Particulars of Claim “By wrongfully refusing to comply with the terms of the Partnership Agreement and/or 2023 Agreement (in the manner

pleaded at paragraph 19 above), the Defendant has committed a repudiatory breach of the Partnership Agreement and/or the 2023 Agreement. Accordingly, the Claimant hereby gives notice to dissolve the Partnership.” (emphasis added). 29. The objection is that, the Defendant says, the concept of repudiation has no application to partnerships, this sentence discloses no reasonable grounds for the claim and/or it is confusing and misleading to refer to a repudiatory breach of a partnership. 30. The Claimant says the objection is misplaced. The Claimant amended the original version of the Particulars of Claim which said, in essence, that the Defendant had himself dissolved the Partnership by wrongfully failing to comply with the terms of the Partnership Agreement (the original particulars of claim also maintained the alternative that the Claimant gave notice to dissolve). As amended, the Claimant says, the Particulars of Claim make no claim that a repudiatory breach itself automatically dissolved the Page 11 Adam v Adam [2025] EWHC 1428 (Ch) partnership but rather that breaches so bad as to be repudiatory in nature of the partnership agreement (or the 2023 Agreement) are the reason that the Partnership was dissolved, but that the dissolution occurred by notice given by the Claimant to the Defendant. 31. In my judgment, the Claimant is correct. The Particulars of Claim do not now read as a claim that the Defendant’s breach itself dissolved the partnership. The reference to the breach(es) being repudiatory may or may not be apt as a description of their gravity, but they do not render the claim unintelligible. It was suggested that attempting to refute the label of “repudiatory” for the breaches was a red herring and it would be an abusive waste of the court’s time to seek to have it adjudicated whether the alleged breaches are repudiatory or not when, even if the label has any relevance in partnership proceedings, no consequences flow from a breach being repudiatory per se. These objections may be made in argument, and a court may consider them, but these objections do not rise to a level justifying a strike out. 32. The Strike Out Application is therefore dismissed in its entirety. At the time of the hearing, over 2 months after the agreed deadline, the Defendant had not filed his defence. This is not in breach of the rules, as CPR 3.4(7) specifically allows a defendant not to file a defence before the hearing of a strike out application, even one relating to part only of the claim. It was said by the Claimant that the entire application was a mere delaying tactic. I make no comment on the Defendant’s motivation, but the time has come for the Defendant to answer the claim. Further Information Application 33. Under CPR Part 18, the court may order a party to clarify any matter in dispute or give additional information in relation to any such matter. Practice Direction 18 sets out prior process, including the relevant party first making a request, and says “A Request Page 12 Adam v Adam [2025] EWHC 1428 (Ch) should be concise and strictly confined to matters which are reasonably necessary and proportionate to enable the first party to prepare his own case or to understand the case he has to meet.” 34. The Further Information Application was made in circumstances where the Defendant had made its RFI with 111 points, requesting response within 3 weeks. The Claimant’s solicitors had indicated they would review the list and respond where appropriate within “a reasonable” period, but had not committed to any date. In the event the response came mere hours after the application for a court order was made on March 20. Despite the response and subsequent correspondence, the application has not been withdrawn, but has

been curtailed significantly and is now limited to seeking orders (i) that certain subsequent, further answers to follow up questions provided in a letter from Macfarlanes on 28 April 2025 (the “28 April Letter”) be provided in a “CPR compliant” form and (ii) that further information is provided about intellectual property said to still exist in the partnership. 35. The 28 April Letter sets out responses to Requests 5-14 of the RFI. Following correspondence, the response to Request 12 was put into a Supplemental Response form supported by a statement of truth (the “Supplemental Response”). The Defendant would like the remainder of the responses put into that same form, and has proposed a draft of such a document which does so (“Draft Supplemental Response 2”). 36. For the overwhelming majority of items, the response is for the Defendant to see the answer to another question or refer to the Particulars of Claim – the response is therefore that the Defendant already has the relevant information. One response confirms that nothing turns on what it is said the partnership did “initially” and what it developed into “over time.” Other responses provide further identifying details of companies alleged to Page 13 Adam v Adam [2025] EWHC 1428 (Ch) be part of the partnership business. The full legal names have already been provided in the Particulars of Claim (except for Black Box Global Limited, which the Particulars of Claim referred to as Blackbox Global) and as most of them (20/25) are incorporated in England, the full identifying details sought are therefore publicly available. The fact that more identifying details of all of the companies are requested therefore suggests no attempt has been made to narrow the list to companies where there is some genuine concern that more information is needed to properly identify the relevant company. For the 4 companies outside of England, the Defendant is listed as director or shareholder of 2 of them. For the other 2, the Claimant suggests the Defendant is as fully aware of their identity as the Claimant himself but he has provided those details too (albeit not in the form requested). 37. Despite the scanty substantive content of the responses in the 28 April letter, the Defendant says the Claimant should put them in the form of Draft Supplemental Response 2 so that the responses formally form part of the statement of case, are supported by a statement of truth and can be relied upon. It would do no harm to provide these responses in the form of Draft Supplemental Response 2, and the Claimant has indicated that they are willing to do so, and they may by the time this judgment is delivered has done so. However, I am unwilling to order that these particular responses be provided in this format. I am sceptical that any of the requests addressed only in Draft Supplemental Response 2 are actually reasonably necessary and proportionate to allow the Defendant to understand the case he has to meet, still less that the court should be involved in determining points so small as this. 38. There is a further set of information the Defendant says he needs. The Supplemental Response gives further detail as to the intellectual property said to have been left behind in the partnership following the 2023 Agreement. One of the items included in this list is Page 14 Adam v Adam [2025] EWHC 1428 (Ch) “Knowhow and/or trade secrets and/or confidential information” held by a particular company “in relation to the contracting for and provision of care services to local authorities in England. The information was developed and commercialised by the Partnership.” 39. The Defendant is unsatisfied with this response and seeks further information about what precisely is alleged to be the “knowhow and/or trade secrets and/or

confidential information” at issue. It is said the Defendant cannot be expected to deal with an allegation that such intellectual property is held within the alleged partnership, as it is too vague a description to enable the Defendant to consider and respond to the allegation. 40. Counsel for the Claimant indicated there is no resistance to providing such further information as the Claimant has, and may have done so since the date of the hearing. However, I am not persuaded that a court order for such further information is warranted here. It was put to me that the descriptors of this intellectual property are so vague as to be practically meaningless – akin to an allegation that there is “an asset” to which a claim is made. I cannot agree. The description sets out the type of property, the held by which entity and pertaining to what. Even without any further information about this subset of intellectual property developed by one company alleged to have been within the partnership, it seems to me that the Defendant has sufficient information to respond to the claim in the way a Defence would require. 41. It seemed to me that both the matters remaining outstanding in the Further Information Application are ones that parties could, and should, sort out among themselves. I have no doubt that had these been the only outstanding matters between them on March 20, the Further Information Application would not have been made. I therefore decline to make any order pursuant to Part 18 today. Page 15 42. That is my judgment. Adam v Adam [2025] EWHC 1428 (Ch) Page 16

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