



Neutral Citation Number: [2023] EWHC 1418 (KB)

Case No: QB-2021-003315

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 15 June 2023

Before:

BRUCE CARR KC
(Sitting as a Deputy Judge of the High Court)

Between:

GODSTIME BASSEY IDNEKPOMA

Claimant/
Applicant

- and -

AMAZON UK SERVICES LIMITED

First
Defendant

-and-

PMP RECRUITMENT LIMITED

Second
Defendant/
Respondent

The Claimant appeared in person
Alexander Robson (instructed by Hill Dickinson LLP) for the Second
Defendant/Respondent

Hearing dates: 20 February 2023

Approved Judgment

.....

BRUCE CARR KC (SITTING AS A DEPUTY JUDGE OF THE HIGH COURT)

Bruce Carr KC:

1. The Claimant first issued proceedings in August 2021 against Amazon UK Services Limited (“**Amazon**”) and a Second Defendant, PMP Recruitment (“**PMP**”) putting forward a variety of claims and seeking damages of £10,000,000 against Amazon and £2,000,000 against PMP. Both Defendants filed Defences in which they resisted the Claimant’s claims. As part of its Defence, PMP asserted that it had had no dealings with the Claimant and that he had, in effect, sued the wrong legal entity. Both Defendants also sought to strike out the claims and/or to have summary judgment entered in their favour.
2. Amazon’s strike out application was issued on 31 January 2022 and PMP’s on 2 February 2022. Proceedings against the latter were however resolved under the terms of a compromise agreement. On 19 August 2022, the Claimant and PMP entered into such an agreement pursuant to which the latter would pay to the former the sum of £5,000 in consideration of the Claimant signing a consent order. The consent order was duly signed and then sealed on 24 August 2022. Pursuant to its terms, the Claimant’s claim against PMP was dismissed with no order as to costs.
3. Amazon’s application to dismiss the proceedings was heard by me on 31 October – 1 November 2022. I handed down Judgment on that application on 25 November 2022 and ordered that the claims against Amazon be struck out under CPR3.4. I also ordered that the Claimant should provide written representations as to why a civil restraint order (“**CRO**”) should not be made against him and as to why he should not be ordered to pay the costs of the hearing before me.
4. In what appears to have been a direct response to his claims having been dismissed against Amazon, the Claimant sought to have the consent order which had been made in relation to PMP set aside and for them to be reinstated into these proceedings as Second Defendant. His application notice is dated 9 December 2022 but was originally filed on 27 November, just 2 days after I handed down the judgment referred to above and is put on the following grounds:

“I entered an agreement subject to contract but a contract was never finalised. I was induced into the agreement by misrepresentation that the defendant was not the right defendant but this is not the case. The consent order should be set aside because the agreement is not yet finalised to be legally binding, and I was acting under duress of being scared of having to pay the cost of defendant because the claimed there were the wrong entity which is not the case. They are the right defendant.”

PMP’s response

5. On 15 December 2022, Jack Lewis, solicitor at Hill Dickinson LLP, solicitors for PMP, filed a witness statement in response to the Claimant’s application. He identified PMP as having the company number 08030122. In his statement he maintained the position that had originally been set out in PMP’s Defence in these proceedings, namely that the entity with which the Claimant had previously dealt (and to whom any claim would have needed to have been directed) was a company known as PRL Realisations Limited which had the company number 03485614 and which had formerly been known as PMP

Recruitment Limited. For ease of reference, I will refer to this company as “PRL”. Mr Lewis also asserts that there had been no misrepresentation to the Claimant with regard to the terms under which the claims against PMP had been compromised and that the Claimant had not been the victim of any deception or duress in agreeing to such a compromise. Exhibited to Mr Lewis’ statement at Schedule 1, was a “Chronological Table Showing Company Names” from which it could be seen that:

- i) PRL had previously been known as PMP recruitment up until a change of name in April 2020 to become “PRL Realisations 1 Limited”; and
 - ii) PMP had previously been known as “Cordant Recruitment Limited” until it had changed its name to “PMP Recruitment Limited” with effect from 30 July 2021.
6. Given that the Claimant’s claims related to a period of engagement with Amazon from September to December 2018, on the face of it, any contractual or other claim would fall during the period in which PRL were trading under the company name “PMP Recruitment Limited” and before PMP took on that name from July 2021.

The Claimant’s witness statement and additional application notice both dated 24 December 2022

7. In his witness statement in reply, the Claimant said that he had entered into the compromise agreement with TMP at a time when he was suffering from anxiety and depression and that PMP had taken advantage of him. He also claimed that his employment with PMP had been a “scam” and that the court should examine his case “from the perspective of a confused victim of employment scam and approve my application to revoke or set aside the consent order and reinstate the second defendant in the claims against it.”
8. On the same day, the Claimant issued a further application notice seeking to add to the proceedings, two further companies “Challenge TRG Recruitment Limited” (“**Challenge**”) and “Challenge TRG Recruitment Group Limited”. The basis on which he made the application was that he said that he had “evidence they are claiming to be formally known as pmp recruitment.” He also stated that their inclusion was necessary “in order to eliminate...confusion.”

Claimant’s witness statement dated 6 February 2023

9. In this statement, and notwithstanding the fact that I had dismissed his claims against Amazon following the hearing in October 2022, the Claimant continued to assert that he had been “the victim of an employment scam that Amazon UK Service Limited had admitted was initiated by its agent PMP” and that he had been “deceived into Amazon warehouse with false promises of a permanent job”. He continued to assert that PMP should be a party to the proceedings and that Challenge should also be added as a Defendant.

PMP’s Skeleton Argument

10. The Claimant’s application was then listed before me on 20 February 2023. In advance of the hearing, PMP provided a Skeleton Argument repeating its assertion that the claims against it had been irrevocably compromised and that the terms of the agreement

had been finalised and were legally binding. It also denied any negligent or fraudulent misrepresentation or any duress. As to the application to add further parties, PMP claimed that there were in fact no extant proceedings to which they could be added and, in any event, no other basis on which this might be ordered.

Mr Lewis' second witness statement dated 14 February 2023

11. Mr Lewis, on behalf of PMP provided a second witness statement dated 14 February 2023. In that statement he dealt with the connection between PMP and Challenge and stated that the business and assets of PMP had been transferred to Challenge with an effective date of 18 November 2022, following which PMP had been placed in administration. He also stated that the transfer from PMP to Challenge only covered contracts and staff with the consequence that any contingent liability in respect of the Claimant's claims would remain with PMP. He added that, contrary to the Claimant's claims, Challenge had never "claimed to be" PMP and that it had never had any contractual or other legal relationship with the Claimant.

Legal Framework

12. In his Skeleton Argument served on behalf of PMP, Mr Robson has helpfully summarised the relevant law by reference to the summary set out by Mr Nigel Cooper KC, Deputy High Court Judge, in *Instagroup Limited v David Carroll & Others* [2022] EWH 464 (QB) as follows:

"Economic duress

70. The principles relating to economic duress are to be found in *Times Travel (UK) Ltd v. Pakistan International Airlines Corp* [2021] 3 WLR 727 at [1], [78] – [80], [97] – [99] and [136]. In order to establish economic duress, it is necessary to establish the following elements:

- i) The making of an illegitimate (albeit lawful) threat by one party;
- ii) Sufficient causation between the threat and the threatened party entering into the contract or making the non-contractual threat; and
- iii) The lack of any reasonable alternative to the threatened party giving into the threat.

71. The illegitimacy of a threat is to be determined by focusing on the nature and justification of the demand made by the threatening party having regard to, among other things, the behaviour of the threatening party (including the pressure it applied) and the circumstances of the threatened party. The law generally accepts that the pursuit of commercial self-interest is justified in commercial bargaining and a demand which is motivated by commercial self-interest will in general be justified. A threat will be illegitimate if it amounts to

reprehensible or unconscionable conduct, which in the context of the equitable doctrine of undue influence has been judged to render the enforcement of a contract unconscionable.

[...]

Misrepresentation

73. A misrepresentation, which would justify rescission of a contract can also be used as a defence to an action brought by the representor against the representee. A contract can be rescinded for both negligent misrepresentation and fraudulent misrepresentation. For both forms of misrepresentation, the person seeking to rescind a contract must establish:

- i) A statement of fact amounting to a representation;
- ii) The statement is false;
- iii) The statement must be by or known to the other contracting party.

74. To rescind a contract for negligent misrepresentation, the representation must be one, which (a) the representor had no reasonable grounds to believe and (b) induced the representee to enter into the contract in the sense that but for the misrepresentation, the representee would not have entered into the contract.

75. To rescind a contract for fraudulent misrepresentation, the requirement for causation is weaker, it is sufficient to show that the representation was a factor in the representee's decision and that but for it, they might have acted differently; see *Cassa di Risparmio della Repubblica di San Marino SpA v. Barclays Bank Ltd* [2011] EWHC 484 (Comm) at [233]. In addition, the representee must establish that the misrepresentation was made (i) knowingly, (ii) without belief in its truth or (iii) recklessly, careless whether it be true or false. The third is in reality an ingredient of the second as someone who makes a statement under such circumstances can have no real belief in the truth of what they say; *Derry v Peek* (1889) 14 App Cas 333 and *Cassa di Risparmio* at [225].

76. In order to determine whether any and, if so, what representation was made by a statement requires construing the statement in the context in which it was made and interpreting the statement objectively according to the impact it might be expected to have on a reasonable representee in the position and with the known characteristics of the actual representee; *Cassa di Risparmio* at [215]. Further, in order to be actionable a representation must be as to a matter of past or present fact. A

representation as to intention is only false if at the time the representation is made or continues to have effect, there is no intention to do that which is represented; *London Estates Limited v. Maurice Macneill Iona Ltd* [2017] EWHC 998 (Ch) at [44]. This almost inevitably means that for a representation as to intention to be false, it must have been made fraudulently.

77. Finally, in the context of a serious allegation such as one of fraudulent misrepresentation, this does not mean that the standard of proof is higher. However, the inherent probability or improbability of an event is itself a matter to be taken into account when weighing the probabilities and deciding whether on balance the event occurred. The more improbable the event, the stronger must be the evidence that it did occur before, on the balance of probability, its occurrence will be established; *Cassa di Risparmio* at [229].”

The hearing before me on 20 February 2023

13. The Claimant continued to assert that PMP should be reinstated into the proceedings on the basis that he had believed that they were “the wrong company” when they told him this and that in fact, this was incorrect. In reply, Mr Robson suggested that there had been no confusion or dishonesty, still less any fraud in the way in which the claims against his client had been compromised. There was he said, no evidence at all to support the contention that there had been any fraud or economic duress – his client had simply informed the Claimant that he was at risk as to costs if he continued with proceedings that were bound to fail – the Claimant had clearly wanted to avoid that risk and had therefore agreed to compromise the proceedings. His claims against PMP therefore remained dismissed pursuant to the terms of the consent order that had been agreed between the parties.
14. As to the application to add Challenge as an additional party, there was no legal basis that had been advanced by the Claimant to justify this. Whilst it was accepted that Challenge was the parent company of PMP and PRL, those companies had their own distinct legal personalities and there was no evidence to suggest that they had done anything on behalf of the parent company.

My directions given on 20 February 2023

15. At the end of the inter parties hearing, I directed that Mr Robson should produce an updated schedule setting out the history of the ownership and names of PMP and PRL and that the Claimant should provide his comments, if any, by 10 March 2023. PMP would then have a further period of 7 days, to 17 March to submit any representations in reply.
16. The updated table was duly supplied on 24 February and I attach it as a Schedule to this Judgment. The Schedule was supported by a Bundle containing copies of each document relied upon by TMP as showing the name of each company at each relevant point in time.

17. The Claimant responded to this with an email dated 6 March 2023 in which he stated that:

“I am writing in addition that infact (sic) in the document they had sent me that it is clearly stated that challenge trg who apparently bought the old pmp recruitment which makes them the new pmp do have close ties with the previous pmp. The shareholders of the old pmp literally bought the company. By my understanding this is just like me deciding to sell my own shoe to myself.

I will appreciate if the consent order is set outside and the court please inform me on the way forward as soon as possible because I can't focus on anything in life but this case and it's really causing alot (sic) of damage to my health, relationships and life in general.”

18. Perhaps unsurprisingly, PMP did not file any response to the Claimant's email of 6 March 2023. The Claimant himself however sent a further email to the court on 8 May 2023 in which he accused PMP of corruption and asserted again that he had been the victim of an employment scam.

Conclusions

19. By a judgment handed down on 25 November 2022, I dismissed the Claimant's claims against Amazon on the basis that his statement of case disclosed no reasonable grounds for bringing the proceedings. Notwithstanding that ruling, the Claimant has sought to continue (or resurrect) this litigation by seeking to have set aside, the terms of the consent order entered into between himself and PMP. Whilst I accept that the frequent changes of name that have occurred as between PMP and PRL are not straightforward to follow, I have seen no evidence whatsoever so to suggest that there has been any conduct on the part of PMP which might permit the consent order to be set aside or revoked. I have seen no evidence of any fraud or misrepresentation by PMP and it appears to me that the Claimant's application to have them re-admitted as a party is wholly without merit. In addition, the Claimant has not identified any legal basis on which Challenge should be added as a party. Furthermore, given that, as evidenced by the terms of the judgment which I gave in November last year, the Claimant's underlying claims are devoid of merit (for the reasons stated in that judgment), I would in any event be disinclined to open up these proceedings to further costs by allowing the Claimant to press on with claims that are bound to fail.

Consequential orders

20. Having reviewed the court file, there is no record of any submissions having been put forward by the Claimant in response to my order following the strike out judgment given in November 2022. In particular, the Claimant has not provided written representations as to why a Civil Restraint Order (“CRO”) should not be made or why he should not be ordered to pay Amazon's costs of the October-November hearing which preceded that judgment. It may be that he was of the view that he would not have to do so whilst his application against PMP was proceeding. If so, that is no longer the case given the judgment I have reached in relation to that application. The order that I

made in November 2022 provided that in default of representations as to a costs, he would be required to pay Amazon's costs of its strike out application. In addition, Amazon was in any event expected to provide submissions as to the making or a CRO. PMP may also wish to make representations on the same question. Those matters will need to be addressed. Furthermore, again the Claimant would appear to be liable to pay PMP's costs of this application. I will therefore make the following orders:

- i) The Claimant shall pay the costs of Amazon's application to strike out the Claimant's claims against it, such costs to be subject to detailed assessment if not agreed;
- ii) The Claimant shall, [within 14 days of the handing down of this judgment], provide written representations as to why he should not be required to pay PMP's costs of resisting his applications to set aside the consent order of 24 August 2022 and to add Challenge TRG Recruitment Limited as a party;
- iii) In the event that the Claimant provides any such representations under paragraph (2), TMP shall provide its response within [14 days thereafter];
- iv) The period for the Claimant to provide written representations as to why a Civil Restraint Order should not be made against him and/or as to its terms, shall be extended to [14 days from the date of the handing down of this judgment];
- v) TMP and Amazon shall provide written representations, if so advised, as to the making or terms of any Civil Restraint Order, [within 28 days of the handing down of this judgment].

**UPDATED CHRONOLOGICAL TABLE SHOWING COMPANY NAMES
PREPARED PURSUANT TO ORDER DATED 20.2.23 OF BRUCE CARR KC
SITTING AS A DEPUTY JUDGE OF THE HIGH COURT**

Date	Event	Name of Company Number	Name of Company Number	Name of Company Number	Name of Company Number	Name of Company Number	Bundle Ref
25 October 2018	Commencement of C's temporary placement at Amazon out of which his claim arises	PMP Recruitment Limited 03485614	Core Staff Services Limited 08030122	TRG Logistics Ltd 03974669	Challenge Recruitment Group Limited 08821900	Challenge – TRG Group Holdings Limited 13301985	3, 19-30; 41-45; 46-52; 53-64
31 Dec 2018	End of C's temporary assignment at Amazon	“	“	“	“	“	“
3 March 2020	Change of name to Company No '0122	“	Cordant Recruitment	“	“	“	28-30
10 March 2020	Receipt by Companies House of Notice of Administrator's Appointment to Company No '5614	“	“	“	“	“	9-12
20 March 2020	Employment Tribunal receives notice that Company No '5614 has entered administration	“	“	“	“	“	65-79 (see para 17 at page 69)
15 April 2020	Resolution to change name of Company No '5614 to PRL Realisations 1 Limited	“	“	“	“	“	13
25 April 2020	Re Company No '5614: Notice of Change of Name by Resolution; NM01 Form filed at Companies House	PRL Realisations 1 Limited	“	“	“	“	15-16
14 May 2020	Employment Tribunal stays all claims against Company No '5614	“	“	“	“	“	65-79 (see para 17, at page 69)
26 May 2020	Companies House Certification of change of name of Company No '5614 to PRL Realisations 1 Limited	“	“	“	“	“	18
30 July 2021 onwards	Companies House	“	PMP Recruitment Limited	“	“	“	31

	Certification of change of name of Company No '0122 to PMP Recruitment Limited						
6 Aug 2021	Claim Form issued	“	“	“	“	“	80-83
1 April 2022	Companies House Certification of change of name of Company No '4669 to Challenge-TRG Recruitment Limited			Challenge-TRG Recruitment Limited			43
7 July 2022	Date of hearing before Dexter Dias QC sitting as Deputy Judge of the High Court	“	“	“	“	“	84-85
10 Nov 2022	Companies House Certification of change of name of Company No '1985 to IFH Co Limited	“	“	“	“	IFH Co Limited	62
18 Nov 2022	Business and assets of Co No. '0122 transferred to Company No '4669, limited to contracts and current staff as at date of transfer (and not contingent liabilities)	“	“	“	“	“	96-114 (see para 6 on page 97)
27 Nov 2022	Date of C's application to set aside Settlement Agreement and Consent Order	“	“	“	“	“	86-90
1 Dec 2022	Companies House Certification of change of name of Company No '0122 to IFH Trade Co Limited	“	IF Trade Co Limited	“	“	“	34-36
17 Dec 2022	Administrator appointed in respect of Company No '0122	“	“	“	“	“	37-40
24 Dec 2022	Date of C's application to add two parties	“	“	“	“	“	91-95
20 Feb 2023	Date of hearing before Bruce Carr KC sitting as a Deputy Judge of the High Court	“	“	“	“	“	115