



Neutral Citation Number: [2024] EWHC 802 (TCC)

Case No: HT-2022-000244

**IN THE HIGH COURT OF JUSTICE**  
**BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES**  
**TECHNOLOGY AND CONSTRUCTION COURT (KBD)**

Royal Courts of Justice  
Rolls Building  
London, EC4A 1NL

Date: Friday 12<sup>th</sup> April 2024

**Before :**

**MR ROGER TER HAAR KC**

**Sitting as a Deputy High Court Judge**

**Between:**

**PINEWOOD TECHNOLOGIES ASIA PACIFIC  
LIMITED**

**Claimant**

**- and -**

**PINEWOOD TECHNOLOGIES PLC**

**Defendant**

**Alice Hawker** (instructed by **LK Law LLP**) for the **Claimant**  
**Tamara Oppenheimer KC** (instructed by **Trowers & Hamblins LLP**) for the **Defendant**

**Approved Judgment**

This judgment was handed down remotely at 10.30am on Friday 12<sup>th</sup> April 2024 by circulation to the parties or their representatives by e-mail and by release to the National Archives.

**Mr Roger ter Haar KC :**

1. On 14 March 2024 judgment was handed down on my behalf in respect of two applications which were before the Court:
  - (1) The Defendant's application that unless the Claimant within seven days makes certain payments (defined as "the Judgment Debt"), the Claimant's claim be struck out; and
  - (2) The Claimant's application for an extension of time to pay the Judgment Debt.
2. In my judgment I granted the order sought by the Defendant, except that I granted an extension of time for payment of the Judgment Debt until 1 June 2024.
3. I now have to determine the issues between the Parties as to costs.
4. I directed that those issues would be decided on paper.
5. Both Parties have supplied me with skeleton arguments.
6. The Claimant submits that there has been a "score draw". Its primary proposal is that the issue of costs should be left to the trial judge.
7. Alternatively, the Claimant submits that each party should pay 50% of the other party's costs.
8. The Defendant submits that it was substantially the successful party on the applications and accordingly it is prima facie entitled to its costs on the basis that costs should follow the event.
9. I am not going to repeat the findings that I made and conclusions at which I arrived in the judgment handed down. In my view the Defendant was substantially the winning party: it obtained the unless order which it sought albeit on modified terms. Importantly, I rejected the Claimant's explanations (such as they were) for failure to pay the sums which the Court had ordered it to pay.
10. However I granted the Claimant some relief in respect of its time to pay the sums which it had been ordered to pay, but nothing like the extended time frame which the Claimant sought.
11. In the circumstances my decision is that the Claimant should pay 90% of the Defendant's costs of the applications before the Court.
12. The Defendant's costs schedule in respect of the applications seeks costs of £93,743, net of VAT.
13. By contrast, the Claimant's costs schedule was in the sum of £30,981.80.
14. I find the amount of costs incurred by the Defendant to be somewhat surprising and so large that I feel unable to use it as a basis for summary assessment. Accordingly, I decline to follow the usual procedure of making a summary assessment of costs. The

amount of costs of these applications recoverable by the Defendant will be the subject of detailed assessment on the standard basis.

15. However, it is right that there should be an interim payment made by the Claimant on account of the costs of these applications. In my judgment that interim payment should be 90% of £50,000, namely £45,000.
16. My order is that 90% of the Defendant's costs of these two applications should be paid by the Claimant, to be the subject of detailed assessment on the standard basis by a costs judge. In addition, I order that the Claimant should pay the sum of £45,000 as an interim payment in respect of that costs order within 28 days.