



Neutral Citation Number: [2025] EWHC 404 (TCC)

Case No:HT-2024-000298

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
KING'S BENCH DIVISION
TECHNOLOGY AND CONSTRUCTION COURT

Royal Courts of Justice, Rolls Building
Fetter Lane, London, EC4A 1NL

Date: 26th February 2025

Before:

ADRIAN WILLIAMSON KC
SITTING AS A DEPUTY JUDGE OF THE HIGH COURT

Between:

**HUME STREET MANAGEMENT
CONSULTANTS LIMITED**

Claimant

-and-

(1) SHEIKH HAMAD BIN JASSIM AL-THANI
(2) LOMAKX LIMITED
(3) FORBES HOUSE LIMITED

Defendants

Andrew Fenn (instructed by Quinn Emanuel) for the Claimant
Sebastian Isaac KC and Andrew Lodder (instructed by Macfarlanes) for the Defendants
Hearing date: 14th February 2025

JUDGMENT

Adrian Williamson KC:

Introduction

1. On 23rd July 2004 the Claimant (“HSMC”) applied, inter alia, for permission to serve a Claim Form out of the jurisdiction, and/or for an order for alternative service on the First Defendant (“HBJ”).
2. Pepperall, J dealt with this application (by then somewhat amended) on 27th September 2024, at a without notice hearing. So far as material, he ordered that:
 - “1. The Claimant do have permission to serve the Claim Form and Particulars of Claim and any other document in these proceedings on the First and Third Defendants out of the jurisdiction.*
 - 2. The Claimant do have permission to serve the Claim Form and Particulars of Claim and any other document in these proceedings on the First Defendant by:*
 - 2.1 first-class post to 67 Brook Street, London, United Kingdom, W1K 4NJ; and*
 - 2.2 by WhatsApp message with PDFs of the relevant documents to the First Defendant at the number disclosed in Mr Bunting’s evidence.”*
3. By an application dated 8th October 2024, the Defendants sought orders as follows:
 - “(1) The First and Third Defendants seek an order pursuant to CPR Part 11 setting aside purported service of the Claim Form on them.*
 - (2) The First and Third Defendants seek an order pursuant to CPR Part 11 and paragraph 12 of the Order of Pepperall J dated 27 September 2024 (the “Pepperall Order”) that the orders granting permission to serve the Claim Form and Particulars of Claim and any other document in these proceedings on them out of the jurisdiction be set aside.*
 - (3) The First Defendant seeks an order pursuant to CPR r. 23.10 and/or CPR r. 3.1 that the Pepperall Order granting the Claimant permission to serve him by alternative means be set aside.”*
4. The Second Defendant (“Lomakx”) also applied for various other relief but these matters were resolved by agreement.
5. I deal in this Judgment with the remaining applications as follows:
 - a) The law relating to service out of the jurisdiction;
 - b) The relevant facts;
 - c) Discussion of the issues as regards service out of the jurisdiction;

- d) Alternative service on HBJ;
- e) Conclusions.

A. The law relating to service out of the jurisdiction

6. Section IV of CPR Part 6 and the accompanying Practice Direction 6B set out the regime and procedure for service of proceedings out of the jurisdiction. It is common ground that it is for the applicant to show that there is a serious issue to be tried on the merits of the claim. This means that there has to be a real, as opposed to a fanciful, prospect of success on the claim.
7. In this connection, the materials to be considered are the proposed pleadings and associated supportive evidence. The court should not, of course, conduct a mini trial: see *HRH Emere Godwin Bebe Okpabi v Royal Dutch Shell plc* [2021] UKSC 3 at [22]:

“22. ...Where... there are particulars of claim, the analytical focus should be on the particulars of claim and whether, on the basis that the facts there alleged are true, the cause of action asserted has a real prospect of success. Any particulars of claim or witness statement setting out details of the claim will be supported by a statement of truth. Save in cases where allegations of fact are demonstrably untrue or unsupported, it is generally not appropriate for a defendant to dispute the facts alleged through evidence of its own. Doing so may well just show that there is a triable issue.”
8. The present claim is put in contract, alternatively restitution/quantum meruit. As to the former, Practice Direction 16—Statements of Case provides the following requirements:

“7.4 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.

7.5 Where a claim is based upon an agreement by conduct, the particulars of claim must specify the conduct relied on and state by whom, when and where the acts constituting the conduct were done.”
9. As to restitution/quantum meruit, it is common ground that a claimant must show that there is a serious issue to be tried on three relevant ingredients:
 - i) The relevant defendants have been enriched;
 - ii) At the expense of the Claimant;
 - iii) Unjustly.

B. The relevant facts

10. On 30th November 2023, HSMC’s solicitors wrote to HBJ and the Second Defendant seeking payment of an invoice of £3.69m said to arise out of the redevelopment of

Forbes House, 10 Halkin Street, London SW1. The contractual basis of the claim was said to be as follows:

“PMcK agreed with his partner HBJ to project manage the renovation and construction of Forbes House. PMcK was requested to take on this role due to the extensive experience and knowledge in delivering fast track complicated projects on time and under budget. HBJ made several requests to PMcK to take on Forbes House, before PMcK finally agreed”

(the reference to PMcK is to Mr Paddy McKillen).

11. On 28th June 2024 the Claim Form was issued against HBJ and Lomakx in the following terms:

“1. This is a claim in respect of project management services carried out by Mr Patrick McKillen, through the Claimant company, in relation to the redevelopment of Forbes House, 10 Halkin Street, London SW1 (“Forbes House”), one of the largest private homes in London.

2. The First Defendant is Sheikh Hamad bin Jassim bin Jaber bin Mohammed bin Thani Al Thani (“HBJ”), the former Prime Minister of Qatar and the ultimate beneficial owner of Forbes House. The Second Defendant is Lomakx Limited, a company controlled and/or ultimately beneficially owned by HBJ.

3. By a contract agreed orally and/or by conduct in or around June 2016, the Claimant agreed to carry out project management services for the First Defendant and/or Second Defendant in relation to the redevelopment of Forbes House and is and was entitled to a reasonable sum for those services.

4. From 2016 the Claimant carried out project management services in relation to the redevelopment of Forbes House (the “Services”). On or around 22 April 2022, when the redevelopment works were still ongoing, the First and/or Second Defendant terminated the contract and/or refused to allow further performance of services by the Claimant by preventing the Claimant from accessing Forbes House.

5. The Claimant is entitled to and claims a reasonable sum for the Services. Wrongfully, and in breach of contract, the Defendants have failed to pay the Claimant any sum for the Services.

6. Further, or in the alternative, the First and/or Second Defendant has been enriched by the Services, which were carried out at the Claimant’s expense, and that enrichment is and was unjust. The Claimant is entitled to and claims a reasonable sum for the Services, by way of restitution.”

12. On 4th September 2024, HSMC purported to amend the Claim Form (without permission) by adding Forbes House Limited as a Third Defendant and amending the text of the Claim Form so that it now read as follows:

“2. The First Defendant is Sheikh Hamad bin Jassim bin Jaber bin Mohammed bin Thani Al Thani (“HBJ”), the former Prime Minister of Qatar and the ultimate beneficial owner of Forbes House. The Second Defendant is Lomakx Limited, a company controlled and/or ultimately beneficially owned by HBJ. The Third

Defendant is a company incorporated in the British Virgin Islands and is the legal owner of Forbes House.

3. By a contract or contracts agreed orally and/or by conduct in or around ~~June 2016~~ September 2015 in respect of the First and Third Defendants and April 2016 in respect of the Second Defendant, the Claimant agreed to carry out project management services for the First Defendant and/or Second Defendant and/or Third Defendant in relation to the redevelopment of Forbes House and is and was entitled to a reasonable sum for those services.

4. From around September 2015 in respect of the First and Third Defendants and from around April 2016 in respect of the Second Defendant ~~2016~~ the Claimant carried out project management services in relation to the redevelopment of Forbes House (the "Services"). On or around 22 April 2022, when the redevelopment works were still ongoing, the First and/or Second and/or Third Defendant terminated the contract and/or refused to allow further performance of services by the Claimant by preventing the Claimant from accessing Forbes House."

13. The application before Pepperall, J was supported by a witness statement from Mr Bunting, a solicitor acting for HSMC. He said as follows at paragraph 7:

"In or around September 2015, by a contract agreed orally and/or by conduct, the Claimant agreed to carry out project management services (the "Services") for the First and/or Third Defendant in relation to the redevelopment of Forbes House. By a contract agreed orally and/or by conduct in or around April 2016, the Claimant also agreed to carry out the Services for the Second Defendant. The Claimant in fact rendered the Services to the First and Third Defendants between September 2015 and April 2022 and to the Second Defendant between April 2016 (following its incorporation) and April 2022."

14. As I have already noted, the order was made on 27th September 2024.
15. Thereafter, on 11th October 2024, HSMC served a formal letter of claim. This stated, inter alia:

"3. The Claimant is HSMC, a company incorporated in Ireland with y company number 368364 and registered at 15 Hume Street, Dublin 2. Mr Patrick McKillen is a director and shareholder of the company, and it is through HSMC that Mr McKillen typically offers and provides his professional services. References in this letter to the actions of Mr McKillen should be treated as the actions of HSMC via Mr McKillen as director, unless otherwise indicated..."

24. HBJ's acquisition of Coroin Limited and Forbes House Limited took place in or around April 2015. In the ensuing months, Mr McKillen had regular face to face meetings with HBJ further to their new working relationship in respect of the Maybourne Hotel Group. It was at one of these face to face meetings, in or around September 2015, that HBJ raised the redevelopment of Forbes House.

25. At this meeting, HBJ explained to Mr McKillen that he had acquired Forbes House from the Barclay Brothers. HBJ informed Mr McKillen that he wished for Forbes House to be redeveloped into a residential palace for himself, his wife, and

his children (the “Project”). HBJ informed Mr McKillen that he wanted Mr McKillen to manage the Project. HBJ stressed to Mr McKillen that he wanted Forbes House redeveloped to a spectacular quality and standard (specifically, the same standard seen at Claridge’s) and that he wanted bigger basements for staff and staff quarters. He also stressed the importance of high quality acoustic insulation. Moreover, HBJ expressed his concerns to Mr McKillen about the redevelopment works already taking place next door to Forbes House, at the Peninsula Hotel, and in particular his concerns that the hotel redevelopment would overlook and potentially undermine Forbes House.

26. At the meeting HBJ communicated his request for Mr McKillen to perform project management services for the Project, including dealing with the various concerns raised by HBJ, as set out above (together, the “Services”). Mr McKillen accepted that request during the meeting. Further, and as set out in further detail below, Mr McKillen did in fact commence the performance of the Services following the meeting, and pursuant to HBJ’s request. Mr McKillen’s remuneration for the Services was not discussed during the meeting...

60. Further, or in the alternative, HSMC is entitled to and claims a reasonable sum as a restitutionary remedy for the unjust enrichment that FHL as the owner of the Forbes House property to which the works were done and/or HBJ as ultimate beneficial owner of Forbes House and/or Lomakx as the organising and contracting entity for the Forbes House project have unjustly received, in the absence of any payment having been made for the Services (the “Restitution Claim”). For the avoidance of doubt, in respect of the Restitution Claim:

60.1 The Services were provided to FHL, HBJ and Lomakx in respect of Forbes House upon request by or on behalf of FHL, HBJ and Lomakx, as set out above;

60.2 FHL, HBJ and Lomakx were jointly and severally enriched by the Services;

60.3 The enrichment was at the expense of HSMC which provided the project management services;

60.4 The Services were freely accepted by the Defendants in circumstances where they knew or should have known that HSMC expected to be paid for them. Further or alternatively, in the absence of a contractual obligation to pay a reasonable sum for the enrichment conferred by HSMC, there was a failure of basis in the rendering of the Services. In the circumstances therefore, the enrichment of the Defendants was unjust.”

16. On 4th February 2025, Mr Bunting made a further witness statement in which he stated that:

“23.3 In or around September 2015, D1 raised the issue of Forbes House with Mr McKillen, and asked him to manage the redevelopment of the property. Mr McKillen agreed to do so, and by virtue of this meeting and oral exchange, and/or Mr McKillen’s performance of services, a contractual relationship arose between the Claimant and D1 and/or D3.

23.4 D2 was incorporated, it is inferred, at D1's behest in May 2016 to be an SPV for the Forbes House redevelopment. D2 was the corporate entity who subsequently contracted with the various contractors and professionals who worked on the project. The Claimant contends that by virtue of Mr McKillen's exchanges with D2 and/or his performance of services, a contractual relationship arose between the Claimant and D2."

C. Discussion of the issues as regards service out of the jurisdiction

17. HSMC have not served Particulars of Claim. However, I am prepared to assume in their favour that I should take account of all the material served on their behalf, including material served quite some time after the application to Pepperall, J.
18. Even so, I have concluded that HSMC have failed, despite their several attempts summarised above, to show that there is a serious issue to be tried on the merits of the claim, i.e. that there is a real, as opposed to a fanciful, prospect of success on the claim. My reasons for so concluding are as follows.
19. Firstly, despite many attempts and sophisticated legal representation, HSMC have come nowhere near satisfying the requirements of PD 16 set out above for the pleading of an oral contract or a contract made by conduct. HSMC have done little more than assert that there is a contractual claim.
20. Secondly, the case is incoherent in that the way the matter is put appears to change with every iteration and without explanation. That does not inspire confidence in the strength of the claim.
21. Thirdly, HSMC have not really sought to engage with, let alone satisfy the court, that there is a serious issue to be tried to the effect that a contract was entered into between HSMC and one or more of these defendants.
22. Fourthly, the various formulations of the case really amount to little more than assertions of the result for which HSMC contend, without much in the way of explanation as to how such result is arrived at.
23. Mr Fenn, on behalf of HSMC, seeks to counter these criticisms by pointing to the passages in the letter of claim, set out above, to the effect that HSMC and Mr McKillen are effectively one and the same thing. However, that does not meet the point that HSMC have not set out a case with real prospects of success that, on this occasion, one of more of the defendants contracted with HSMC as a corporate entity rather than with Mr McKillen personally.
24. Mr Fenn also notes that, in the construction industry, it is commonplace for substantial works to be carried out on the basis of very vague contractual arrangements. This is true, but this does not mean that a claimant is thereby relieved of the obligation to satisfy the requirements of PD 16 as to the contractual basis of any claim.
25. In respect of the restitutionary claim, I again do not think that HSMC have shown that they have real prospects of success in showing that:
 - i) One or more of these defendants was enriched;

- ii) At the expense of HSMC;
 - iii) Unjustly, in the sense that there was some relevant joint understanding between HSMC and one or more of these defendants.
26. As to ingredients (ii) and (iii) it may be that some person has incurred expense in connection with these works and/or that there was some relevant joint understanding between such person and one or more of these defendants. But what has not been set out with any coherence or conviction is that it was HSMC which incurred such expense or had such understanding.
27. For these reasons, I think that the defendants' application succeeds on the service out of the jurisdiction issues.

D. Alternative service on HBJ

28. In view of the views expressed above, I can take this point quite shortly.
29. CPR Part 6.15 states that:
- “(1) Where it appears to the court that there is a good reason to authorise service by a method or at a place not otherwise permitted by this Part, the court may make an order permitting service by an alternative method or at an alternative place.”*
30. Mr Bunting (in his first witness statement) contended that the following matters constituted “a good reason”:
- “28.1 HBJ is of Qatari origin but he is an ultra high net worth individual and former Prime Minister of Qatar whom the Claimant personally knows to travel extensively and who does not (to the knowledge of the Claimant) have a single, “usual” residence. HBJ intends (or at least intended) for Forbes House to be his London residence – I am instructed that Ben Weston and Karen Cooper (representatives of HBJ) confirmed in various meetings during the period of the Services that HBJ was specifically intending Forbes House to be his primary residence in London as it was larger than his One Hyde Park residence and could accommodate all his family members, which his One Hyde Park residence could not;*
- 28.2 HBJ owns property via Special Purpose Vehicles (including Forbes House) and the Claimant does not know what property HBJ owns (either directly or indirectly) in Qatar or elsewhere;*
- 28.3 HBJ is listed on Gov.UK as a person with significant control over the Second Defendant but has given an English address (67 Brook Street, London, United Kingdom, W1K 4NJ) as his correspondence address [MB1/14-15]; and*
- 28.4 My firm has spoken with the Foreign Process Section of the King’s Bench Division of the High Court and been informed that (i) they are currently on a backlog of foreign process applications dating from March 2024 and (ii) service in Qatar can take up to 6 months from the time when the Foreign and Commonwealth Office (having received and processed the papers from the Foreign Process Section) submits the papers to the Qatari authorities, who will in turn have to identify the correct*

address at which to serve HBJ. Overall therefore, it is anticipated that it could take in the region of at least a year to serve any papers on HBJ in Qatar;

28.5 On 14 June 2024, my firm wrote to Macfarlanes LLP, who currently represent (in London arbitration proceedings) entities ultimately beneficially owned by HBJ [MB1/16-17]. I cannot give any further details about those arbitration proceedings owing to their confidential nature. In that correspondence my firm asked if HBJ wished to provide, via that firm, a business address within the jurisdiction of a solicitor as an address at which he may be served with a claim form, pursuant to CPR rule 6.7, alternatively if HBJ wished to provide, via that firm, an address at which he resides or carries on business within the UK for the purpose of being served with a claim form, pursuant to CPR rule 6.8. On 18 June 2024, Macfarlanes responded to my firm, saying “We are not instructed to accept service of the Intended Proceedings on behalf of HE Sheikh Hamad bin Jassim bin Jaber Al-Thani (who is resident in Qatar) or Lomakx Limited. Nor are we instructed to provide any other addresses for service.”

31. I cannot see that items (i) to (iii) and (v) are more than background factors. Mr Fenn did not place great reliance upon them but emphasised the delay mentioned at (iv) together with a broader submission that alternative service on HBJ allowed the litigation to proceed efficiently and pragmatically.
32. However, the fact that there is a “usual” delay in serving proceedings in Qatar does not constitute, in my judgment, a “good reason” to depart from conventional methods of service. As Mr Isaac points out, if it did, then rule 6.15 applications would be granted for all Qatari litigation (and no doubt much other litigation). I agree, of course, that litigation should be conducted efficiently and pragmatically, but that does not of itself mean that service of a claim form should be permitted by an alternative method or at an alternative place.
33. For these reasons, and to the extent relevant, I think that the application on behalf of HBJ is rightly made.

E. Conclusions

34. For the reasons given above, I have concluded that the defendants are entitled to the relief set out at paragraphs (1) to (3) of their application.
35. I invite Counsel to agree the form of order and any consequential matters, failing which these can be dealt with by way of brief written submissions.