

Case No: G60YY740

Date: 9th FEBRUARY 2024

IN THE COUNTY COURT SITTING AT CENTRAL LONDON

BEFORE HHJ BAUCHER

BETWEEN:

MOHAMED NAMDAR

Claimant

and

TESCO STORES LIMITED

Defendant / Part 20 Claimant

and

MANISH PARMAR

Part 20 Defendant

Mr Aaron Pulford (instructed by Keoghs LLP) for the Defendant/ Part 20 Claimant

Hearing dates: 6<sup>th</sup> February 2024

**HHJ BAUCHER:**

1. The Claimant, Mr Namdar, pursued a claim against Tesco Stores Limited (Tesco) in relation to a collision between a BMW registration LJ66 WPD and an Iveco Daily Van registration BW15 OKA driven by Mr Parmar (Part 20 Defendant), on 12<sup>th</sup> July 2019. For ease of reference, I shall refer to the parties by name throughout this judgment. Tesco paid Mr Namdar, on a without prejudice basis, an interim payment of £22,330, in relation to damage to his vehicle. Mr Namdar served a Claim Form, Particulars of Claim, Schedule of Special Damages and medical report from Dr Lakhani in which he sought to recover general damages for personal injury limited to £5,000.
2. On 11<sup>th</sup> November 2020 Tesco served a Defence, Counterclaim and Part 20 Additional Claim challenging the veracity of the claim and alleging deceit and conspiracy against Mr Namdar and Mr Parmar. On 15<sup>th</sup> July 2021 Mr Namdar filed a Notice of Discontinuance. On 27<sup>th</sup> September 2021 judgment was entered in favour of Tesco in relation to the Counterclaim. The proceedings in this case and other actions involving Mr Parmar have been stayed. The matter was accordingly listed for an Assessment of Damages hearing in relation to Mr Namdar.
3. Tesco identified a further litigated 12 cases which are linked to this action and other non- litigated cases. All the cases are set out in the table below:

CASE NUMBER	LITIGATED ACTIONS
1	Mazlum Bahceci v Tesco Stores Limited v Samatar Jama
2	Mohamed Namdar v Tesco Stores Limited v Manish Parmar
3	Hanaa Alghafagi v Tesco Stores Limited v Donovan Rose (1) Zhraa Alghafagi (2) Zina Alghafagi (3)

4	Shireen Morgan v Sunil Shah (1) Tesco Stores Ltd (2)
5	Tesco Stores Limited v Shimaa Khattawi (1) Darran Taylor (2)
6	Adel Motlaghi Sayahi (1) Amineh Mohavi (2) v Tesco Stores Limited v Reyhan Safi
7	Shahin Majid Mouradi v Tesco Stores Limited v Manish Parmar (1) Tawfeeq Abdulwahid Tawfeeq (2) Jumana Nusseibeh (3)
8	Grzegorz Collins v Tesco Stores Limited v Darran Taylor
9	Alexander Reed v Tesco Stores Limited v Mubarik Quaje
10	Safaa Jasim v Tesco Stores Limited v Darran Taylor
11	Hashim Al- Hashimi (1) Zainab Mohamed (2) v Tesco Stores Limited v Darran Taylor
12	Mohamed Baktiyar Abdulla v Tesco Stores Limited v Manish Parmar
13	Eda Yaman v Manish Parmar (1) Tesco Stores Limited (2) v Mustafa Zada
	<b>PRE-LITIGATED ACTIONS</b>
14	Bower Lally v Tesco Stores Limited (Tesco Driver – Ramy El-Fayoumi)
15	Bower Lally v Tesco Stores Limited (Tesco Driver – Owen Reason)

16	Rinas Ahmed v Tesco Stores Limited (Tesco Driver – Rakesh Lakhman)
17	Bernardo Picari (1) Guxim Symltaj v Tesco Stores Limited (Tesco Driver – Rakesh Lakhman)
18	Waleed Hayder Mohamed v Tesco Stores Limited (Tesco Driver – Samatar Jama)
19	Saman Hussain v Tesco Stores Limited (Tesco Driver – Donovan Rose)
20	Abdul Gader Allenizi (1) Richard Feghaly (2) v Tesco Stores Limited (Tesco Driver – Donovan Rose)
21	Mohamed Almaki (1) Salem Almaki (2) v Tesco Stores Limited (Tesco Driver – Donovan Rose)
22	Oktan Yagli v Tesco Stores Limited (Tesco Driver – Reyhan Safi)
23	Ahmed Khalil v Tesco Stores Limited (Tesco Driver – Samatar Jama)
24	Hayder Garousi v Tesco Stores Limited (Tesco Driver – Reyhan Safi)
25	Florin Danila v Tesco Stores Limited (Tesco Driver – Darran Taylor)
26	Ali Al- Shamary v Tesco Stores Limited (Tesco Driver – Reyhan Safi)
27	Ibrahim Nour v Tesco Stores Limited (Tesco Driver – Ajay Bangar)
28	Florin Danila V Tesco Stores Limited

	(Tesco driver- Manish Parmar)
29	Monika Rogaliwicz (1) Sebastian Rogaliwicz (2) v Tesco Stores Limited (Tesco Driver – Rachidy Alkilmaki)
30	Tariq Faris (1) Rawan Abbas (2) v Tesco Stores Limited (Tesco Driver – Rachidy Alkilmaki)
31	Habib Said (1) Mwenye Madasheeky (2) v Tesco Stores Limited (Tesco Driver – Samatar Jama)
32	Uwe Kirschner v Tesco Stores Limited (Tesco Driver – Mubarik Quaje)

4. Mr Pulford appeared for Tesco. There was no appearance by Mr Namdar. I am grateful for the diligent manner in which Mr Pulford prepared his case and presented the evidence to the court.

**Dramatis Personae**

5. The following individuals featured in the claim:

Name	Title	State of Proceedings	Role	Position
Mohammed Namdar	Claimant	Assessment of Damages	Defendant	Driver
Manish Parmar	P20 Defendant	Stayed	Witness	Tesco Driver
Mohamed Suleman	/	/	Witness	Tesco Driver
Krystof Palenta	/	/	Witness	Tesco Driver
Stalin Salazar	/	/	Witness	Tesco Driver
Graham Douglas	/	/	Witness	Fraud Analyst
Julie Hawkins	/	/	Witness	Tesco Fleet Legal Manager

## Namdar v Tesco

Julie Plumb	/	/	Witness	Tesco Insurable Risk Manager
Mark Maberly	/	/	Witness	Tesco Corporate Investigations Manager
Peter Etherington	/	/	Expert Witness	Forensic Expert Engineer
Karen Caramiello	/	/	Expert Witness	Forensic Scientist (Handwriting Expert)

6. Tesco relied upon written evidence from Mr Suleman, Mr Parmar, Mr Palenta, Mr Salazar, Mr Douglas, Ms Hawkins, Mrs Plumb, Mr Maberly, Mr Etherington and Ms Caramiello pursuant to the directions given in this matter and the associated actions.
7. Tesco's case is that this accident was staged by Mr Namdar and Mr Parmar assisted by other, unknown individuals, and this accident was but one of a series of staged targeted accidents involving drivers employed at the Greenford depot to recover compensation from Tesco. Having obtained judgment in the Counterclaim the torts of deceit and unlawful means conspiracy are established. The task is to assess the damages in relation to those torts.
8. I handed down judgment in the cases of Yaman [2023] EW Misc 15 (CC), Mouradi [2023] EW Misc 16 (CC), Morgan [2023] EW Misc 17(CC), Bahceci [2023] EW Misc 18(CC) and Alghafagi [2023] EW Misc 18 (CC) on 17<sup>th</sup> November 2023. In those actions the torts of conspiracy and deceit were contested by various parties. In those judgments there was an extensive review of the evidence relied upon by Tesco. Tesco succeeded in all actions. I found that those cases and the other linked actions were part of an extensive conspiracy to defraud Tesco. In the light of my detailed findings in those cases in relation to the evidence of Mr Suleman, Mr Palenta, Mr Salazar and Ms Caramiello there is no purpose to be gained from a further review of that evidence in this action. My findings as to the veracity and

cogency of that evidence stand for the purpose of these proceedings. However, in order that matters can be understood in their full context I consider it is necessary to set out Mr Parmar's evidence.

9. Mr Parmar set out his involvement in this road traffic accident and 5 other accidents. He said:

“This statement relates to my involvement in five road traffic incidents which occurred during my employment with the Defendant/Part 20 Claimant, Tesco Stores Limited. The incidents occurred on:

12 July 2019.  
3 August 201.  
5 October 2019.  
6 December 2019 and  
2 January 2020.

I will give details about each of these crashes in this statement but at the outset I want to say each and every one of those incidents was staged by others and which I took part in. The collisions were set up so that compensation claims could be brought against Tesco Stores Limited and they were in no way genuine.....

I cannot remember when I was originally approached and asked to take part in these incidents, but it must have been before July 2019.

I was approached when I was driving out of the Greenford depot in one of the delivery vans one day. I was just about to start my delivery route for the day and as I was driving out of the depot I had to stop at the junction to wait for traffic to clear on the main road. I remember that there were temporary traffic lights on the main road so traffic was heavy, and I had to wait quite a long time to get out of the junction.

Two men walked up to my van. From memory they were stood at the side of the road. I had never seen them before. They tapped on the van's window, which I then opened and they began speaking to me. I talked to them from the cab of my van.

I believe one man was Eastern European, and the other was Asian. They were of a similar age, in their late 20s and dressed casually. I only know them as 'Nik' and 'Dee'. 'Nik' was the Eastern European man and 'Dee' was the Asian man. I remember that 'Dee' had a beard. I do not know their full names.

They asked me if I wanted to make some money and explained that to do this, I would need to help them by crashing into other cars so they could bring claims. They told me that they would pay me £200 for each incident.

I told them that I thought it was risky and that I was worried about getting caught. They told me that there were quite a few drivers that were doing it and there was limited risk. They said that they knew Tesco's procedures and that they would sort out the rest.

I agreed to do it and gave them my telephone number so they could contact me. This conversation lasted around 5-10 minutes....

After this initial meeting, they would call me on my mobile and ask if I was working. If I was on shift, they would ask me to tell them, from my delivery sheet, where I would be at a certain time. It was usually towards the end of my shift, after my last delivery.

I would tell them where I would be, and they would meet me at that location. 'Nik' and 'Dee' turned up at the scene, always in a black Mercedes. I don't know the registration number of this car. They would be accompanied by another vehicle which would be driven by somebody else.

'Nik' and 'Dee' would come over to the van to tell me how to crash into the other car and would then watch the 'incident' from the side of the road.

After I hit the other car with the Tesco van I did not get out of the van. 'Nik' or 'Dee' would come to the window of the van and take one of the 'Collision report Forms' or 'Bump Cards' which the drivers are supposed to fill out in the event of an incident.

They would walk over to the car that I hit and talk to the driver of that car through the window and take their details and write them on the Bump Card.

I did not write any of the Bump Cards relating to any of the staged incidents. They were all written by 'Nik' and/or 'Dee' at the scene. 'Nik' and 'Dee' attended every staged incident that I was involved in.

I would then report the crash to the Sopp and Sopp incident report line as normal and then return to the depot to report it to my manager and fill in an Incident Investigation Form."

10. In relation to the index accident, he said:

"This crash happened at the junction of Wilsmere Drive and Sandown Way, Northolt, UB5 at around 9pm on 12 July 2019. It was a Friday evening shift and I was driving an Iveco delivery van registration BW15 OKA. I checked out the van as normal. 'Nik' and 'Dee' met me at the junction of Wilsmere Drive and Sandown Way as agreed when they had called me earlier in the day. I had told them that it was on my delivery route. I remember that they were at the location with a Black BMW which was being driven by somebody else. I did not get a good look at this person and cannot describe them. I was told that this was the car I had to crash into. 'Nik' and 'Dee' told me that the BMW would drive along the minor road and I would just have to drive out of the junction into the side of it. When I was driving into the BMW, I could see that there was already damage to the side of the car. I knew that there was a dashcam fitted to the van but was not concerned about it. I have seen the footage from the Tesco van (annexed at MP1) and confirm that this was not a genuine accident, it was a crash that was pre-arranged and I was paid money to drive into the other car. Once 'Nik' and 'Dee' had filled in the Bump Card with the other driver's details, it was



passed back to me. I was given £200 in cash at the scene as payment. I reported the incident to the Sopp and Sopp incident line and filled in the Incident Investigation Form when I returned to the depot. I also signed the van back in but confirmed that there were no new defects. I lied during that call and when I reported the crash to make it seem like it was a genuine accident. I understand that a claim has been submitted against Tesco by a Mr Mohamed Namdar. I don't know whether he was the driver of the black BMW involved in the incident."

11. Tesco also relied upon expert evidence from Mr Etherington, Forensic Collision expert, whose evidence I unequivocally accepted in the cases of Yaman, Morgan, Bahceci and Alghafagi. Mr Etherington provided a comprehensive report in this matter after examination of photographs and the dash camera footage. He concluded:

"I have analysed the Dash-cam footage of the incident and I am of the opinion that this illustrates that the full extent of the damage to the nearside of the BMW was not caused as a result of contact with the Iveco and in particular the two areas of horizontal structural damage to the rear quarter panel were present before this incident *paragraph 1.4.3*.

I have considered the damage to the nearside roof rail above the A post. The nature of the damage to the roof rail is more consistent with it being struck with a straight edged blunt instrument denting the roof panel leaving the straight-line dent in this area. *paragraph 3.1.2 - 3.1.3*.

I am of the opinion that this damage is not induced damage and is more likely to have been deliberately inflicted in an impact from above and is not connected to any of the other near side impact damage. *paragraph 3.1.4*.

I have then considered the two horizontal impact profiles on the rear quarter panel of the BMW. *paragraph 3.1.5*.

The CCTV footage leads me to conclude that this damage was present before the impact. *paragraph 3.1.6*.

Additionally, there is nothing anywhere on the forward profile of the Iveco that could inflict these two horizontal intrusions into the rear edge of the nearside rear door and the forward edge of the quarter panel, tearing the metal quarter panel before extending rearwards in two separate horizontal contact marks. *paragraph 3.1.7*.

The CCTV footage does illustrate that the contact has occurred between the two vehicles and the position of the vehicles at the point of impact suggests the front central area of the Iveco would collide with the nearside central area of the BMW. *paragraph 3.1.8*.

The behaviour of the two vehicles immediately before the impact suggests some collaboration between the drivers, as the BMW is travelling extremely slowly at this point and the Iveco makes no attempt to turn right or left and drives straight into the side of the slowly moving BMW. *paragraph 3.1.9*.

After considering the photographs, CCTV and the construction of the BMW and the Iveco I am of the opinion that the quarter panel damage, the damage to the rear edge of the nearside rear door and the rear bumper

damage has not occurred as a result of this incident and pre-existed any contact between the two vehicles. *paragraph 3.1.10.*

I am of the opinion that the impact into the near side front door and the forward section of the nearside rear door is consistent with the collision between the two vehicles in the manner illustrated in the dashcam footage. *paragraph 3.1.11.”*

12. I have also had the opportunity of reviewing the dash camera footage and my impression accords with Mr Etherington’s observations. I could clearly see on the footage that the BMW had already sustained damage prior to the impact with Tesco’s vehicle. Further the manner of the crash confirms it was a stage-managed accident.
13. The conspiracy must also be considered in relation to the Similar Fact Evidence.

### **Similar Fact Evidence**

14. Graham Douglas provided two witness statements setting out details of the linked cases and the links relating to this claim. Those links were summarised by Mr Pulford and are attached as Appendices 1 and 2 to this judgment.
15. Three months prior to the index accident on 20<sup>th</sup> April 2019 Mr Namdar had a crash with Rinas Ahmed the Claimant in Case 16. That vehicle has also been insured by Bower Lally (Claimant in Cases 14, 15 and one case not before the court known as Case 33). Rinas Ahmed’s company R & A Repairs Limited shares an address, Welley Road, with BL Motors Limited run by Bower Lally. That accident set the scene for subsequent events.
16. This was not a one-off accident deploying little preparation or planning. The manner of the crash shares features with other Tesco Greenford depot crashes. This was a Tesco Greenford depot driver, proceeding forwards from a minor road to a major road and colliding with a third-party vehicle side on. That same scenario also occurs in Cases 1, 7, 9 and 17. There are eleven Tesco cases where the van driver is moving forwards and twenty-one cases where the impact with the third-party vehicle is side on. Mr Namdar’s vehicle also had areas of incompatible damage. Inconsistent damage is recorded in Cases 1, 2, 3, 4, 6, 9, 13 and 16. Further the evidence of Mr Etherington proves that the damage to the roof rail could not possibly have been sustained in this accident. Damage to the roof rail was also

claimed in Cases 1, 6, 9 and 13. Mr Namdar's vehicle was said to have been located at Hano Autos. Hano Autos is the alleged inspection location in Cases 1, 2, 4, 5, 6, 13, 15, 16, 19 and 29. The vehicle was actually stored at Belvue Road thereby linking the claim to Noel Khuashaba and Biar Hiawazi. That address is also where Bower Lally operates his garage and Wish Lounge Ltd which feature in Cases 1 and 9. Rather than being an isolated incident the index accident was one of many such accidents organised by those engaged in this conspiracy.

17. The relevance of the Similar Fact Evidence is further demonstrated by Mr Namdar's collision with Mr Parmar. Mr Parmar has admitted the collision was intentionally staged as it was in four other matters; Cases 7, 12, 13 and 28. Mr Parmar collided with Florin Danila (Claimant in Cases 25 and 28) who used the same garages (Prime Auto Care) as two other claimants (Al Shamary Case 26 and Uwe Kirschner Case 32) which share the same address as Uwe Kirschner's own business Car Care Motors Limited. Finally, Mr Parmar has collided with five individuals who are all connected with the Motor Trade businesses which feature in the Linked actions.

### **Damages**

18. Tesco is entitled to recover its interim outlay of £22,330 (inclusive of the engineer's fee). I am satisfied from the statement of Mrs Plumb Tesco is also entitled to recover a further compensatory element of £2,899.63. However, to ensure consistency as Tesco have not pursued Mr Parmar, I consider Mr Namdar should only be responsible for 50 percent: £1,449.82. I do not consider it is appropriate to reduce those damages because Tesco employ persons in any event to investigate fraud. Had this conspiracy not been pursued those individuals could have been deployed on other tasks.
19. Tesco also seeks an award of exemplary damages. Mr Pulford relying on Axa Insurance Plc v 1) Financial Claims Solutions 2) Mohammed Aurangzaib 3) Hakim Mohammed Abdul [2018] EWCA Civ asked me to make an award of £17,000.
20. Exemplary damages are an exception to normal tortious principles. Their award and a distillation of the principles and the law in cases such as this case is set out at paragraphs 25 – 35 of that judgment which I gratefully adopt. At paragraph 35 LJ Flaux said:

“As I have said, this case is a paradigm one for the award of exemplary damages. As to the amount of such damages, as was stated by Arden LJ in Ramzan v Brookwide at [82], the sum must be principled and proportionate. As in that case, given the need to deter and punish the outrageous conduct and abusive behaviour in the present context, the principled basis is to make a punitive award. The respondents have chosen not to place before the court any evidence as to their means so that it is not appropriate to limit the amount of any award by reference to ability or inability to pay .... Given the seriousness of the conduct of the respondents and the need to deter them and others from engaging in this form of "cash for crash" fraud, which has become far too prevalent and which adversely affects all those in society who are policyholders who face increased insurance premiums, I consider that the appropriate award of exemplary damages is that each of the first, second and third respondents should be liable to pay £20,000.”

21. In that case one of the Respondents acted as if it were a firm of solicitors authorised to conduct litigation, which it was not, thereby committing a criminal offence under s14 of the Legal Services Act 2007. The Court of Appeal described the fraud itself as “sophisticated, well-planned and brazen” which “involved serious abuse of the process of the court.” It involved fictitious credit hire documents and medical reports in relation to five claims in respect of two separate accidents with two Axa insured drivers. Axa refused indemnity in each case. There are therefore some similarities but also differences with the instant case. The Court of Appeal was primarily concerned with the principle of making such an award but made an award of exemplary damages of £20,000 in respect of each of the three Respondents. Whilst Mr Pulford said the case is a “useful high watermark” I do not consider the decision should be taken as setting any particular benchmark. In every case it is for the judge to assess the extent of the outrageous conduct. However, any decision as to the amount of damages must be principled and proportionate as per Arden LJ in Ramzan v Brookwide Ltd [2011] EWCA Civ 985 at paragraph 82.

22. I am satisfied the accident was a sham. Mr Parmar was paid “cash to crash” by an intermediary as occurred in Mouradi. In Mouradi Ms Nusseibeh witnessed the claimant paying for that service. I am satisfied Mr Namdar similarly paid for the accident to be staged. He did so to secure compensation and the use of a prestige hire car incurring credit charges of £12,968.70. Mr Namdar and others unknown induced Mr Parmar, one of Tesco’s trusted employees, to breach that trust. Mr Parmar therefore deliberately drove his Tesco vehicle into Mr Namdar’s car as part of an orchestrated conspiracy. The true nature of the accident was visually depicted

and captured by the dashcam footage. The sole purpose of the crash was to defraud Tesco and secure compensation. The vehicle had also been damaged prior to the stage-managed crash. Mr Namdar then proceeded to make a series of fraudulent misrepresentations, in his Claim Notification Form, Claim Form and Particulars of Claim. All those documents were supported by statements of truth alleging not only that the accident was the fault of Mr Parmar but that the entirety of the damage to the vehicle had been sustained in the crash. Mr Namdar also provided medical evidence to bolster his claim. Tesco acted upon those representations and therefore in good faith made a substantial interim payment. That payment was made in respect of damage which was not sustained in this accident as is clear from the report of Mr Etherington. In lying in those court documents Mr Namdar damaged the integrity of the justice system. Mr Parmar's actions also damaged Tesco's relations with other employees, as they too fell under suspicion. Ms Hawkins also advised that, partly due to this claim and others, Tesco updated the CCTV cameras on their entire fleet of vehicles at substantial cost. This is another aggravating factor.

23. However, what distinguishes this case and the other linked actions from other matters which have proceeded to the courts for exemplary damages award is the wholesale nature of the fraud and the extent of the conspiracy which is set out in the Similar Fact Evidence. This is not a case of two accidents and five passengers as in Axa. This is a fraud and conspiracy of unprecedented scale which engaged this court in five weeks of continuous Tesco litigation involving the consideration and reference to 31 related matters embodied in 60,000 documents. After the conclusion of those five trials the court has been required to consider the Assessment of Damages claims in eight further matters where claims were pursued. The sheer scale of the fraud must be reflected in the amount of exemplary damages awarded.
24. Mr Namdar has not provided any evidence as to his income or assets. I have taken into account Mr Pulford's representations, but I do not consider £17,000 is sufficient to deter Mr Namdar and others from engaging in "cash for crash" fraud. I am satisfied that given the extent of the conspiracy as cleared illustrated in the pictorial depiction in Appendix 2 and set out in Appendix 1 that the appropriate award of exemplary damages should be £18,000.

25. There will be judgment for Tesco accordingly. I shall leave Counsel to calculate the final amounts including interest.
26. Finally, this case, and others, would not have been brought to light without the diligence and forensic work undertaken by those instructed on behalf of Tesco. It is to their credit that they have worked tirelessly to ensure all the evidence is put before the court in a comprehensive objective manner. Further they have complied with all my directions in relation to that presentation thereby ensuring all the parties have had every opportunity to consider it and respond accordingly. Their endeavours have also enabled me to release the judgment at the earliest opportunity. I am grateful for their assistance.

### **APPENDIX 1**

#### **SIMILAR FACT EVIDENCE**

27. Graham Douglas has prepared a witness statement in which he details the commonalities, and connections between other claims within the Linked Action and which have been brought as a result of collisions with other drivers from the Tesco Greenford Depot. The similar facts relevant to this claim are set out in relation to the Tesco driver, the Claimants and the individuals to whom they are connected.

#### **MANISH PARMAR**

28. Manish Parmar has confirmed he was paid £200, to drive into collision with the Claimant's Vehicle directed by two individuals.
29. Manish Parmar has been the Tesco driver in five collisions, all of which he has confessed were staged collisions in exchange for payment:
- i. Namdar the present matter (Case 2) in which the Claimant's Vehicle was allegedly stored at Hano Autos, 2 Creek Road, London, SE8 3EL.

- ii. Mouradi (Case 7) in which the Claimant's Vehicle was allegedly stored at Hano Autos, 2 Creek Road, London, SE8 3EL.
- iii. Abdulla (Case 12) in which the Claimant's Vehicle was allegedly stored at ROJ Motors, 20b Abbey Industrial Estate, Mount Pleasant, Wembley, HA0 1RE.
- iv. Yaman and Zada (Case 13) in which the Claimant's Vehicle was allegedly stored at Hano Autos, 2 Creek Road, London, SE8 3EL.
- v. Danila (Case 28) in which the Claimant's Vehicle was allegedly stored at Prime Autocare at 189D Brent Crescent, London, NW10 7XR.

#### SHAHIN MOURADI

29.1. Manish Parmar drove into collision with Shahin Mouradi, Tawfeeq Abdulwahid Tawfeeq and Jumana Nusseibeh (Case 7) on 05.10.2019. Shahin Mouradi has the following connections and relevant links to this and other cases within the Linked Action:

- 29.1.1. Manish Parmar admits the collision was staged intentionally in exchange for money.
- 29.1.2. Jumana Nusseibeh has prepared a witness statement in which she had detailed her knowledge of the intentional staging of the collision and her dishonestly reporting injuries and pursuing a dishonest claim.
- 29.1.3. The Claimant's Vehicle was subject to a finance agreement with Santander Financial Services. The payments were substantially in arrears.

- 29.1.4. On 04 October 2019 (one day prior to the index collision) Santander was notified that the Claimant's Vehicle had been involved in an accident and had been in a garage called 'Hagi' for two weeks. Santander's agent Towerhall was unable to trace the garage in question.
- 29.1.5. The Claimant's Vehicle underwent a successful MOT on 12 September 2018 at Safe Autos Unit 7c Abbey Estate, Mount Pleasant, Alperton, HA7 1RS. This is the same garage which carried out an MOT on the Claimant's vehicle in Case 3 and Case 31.
- 29.1.6. Prior to the index accident a successful MOT was carried out on the Claimant's Vehicle on 12 September 2019 at City Used Cars Limited, Johnsons Way, Coronation Road, Park Royal, London, NW10 7PF.
- 29.1.6.1. Johnsons Way, Coronation Road, Park Royal, London, NW10 7PF is the address of a business owned and run by the Claimant in case 9 Alexander Reed and Ghaith Al Waili.
- 29.1.6.2. Johnsons Way, Coronation Road, Park Royal, London, NW10 7PF is also the address for Logistic Solutions 613 Limited, the company in Case 23 (Ahmed Khalil) at which the Claimant's Vehicle was stored and inspected.
- 29.1.6.2.1. Logistic Solutions 613 Limited provided invoices with the address of "Unit 3 14-16 Wadsworth Road, Perivale, Greenford, UB6 7JD". This is not the registered address of Logistic Solutions 613 Limited, this is however the former registered addresses of



BH Cars Limited a business directed by Biar  
Hawaizi.

BAKYIAR ABDULLA

29.2. Manish Parmar drove into collision with Bakyyiar Abdulla (Case 12) on 02.01.2020. Bakyyiar Abdulla has the following connections and relevant links to this and other cases within the Linked Action:

29.2.1. Manish Parmar admits the collision was staged intentionally.

29.2.2. Evans Harding and Bond Turner were instructed.

29.2.3. Bakyyiar Abdulla's vehicle a Vauxhall Insignia (BF66 BNA) was said to have been inspected at ROJ Motors, 20b Abbey Industrial Estate, Mount Pleasant, Wembley, HA0 1RE. This is the same inspection location as in:

- Case 11 Hashim Al Hashimi.
- Case 12 Abdulla.
- Case 18 Hayder Mohamed.

29.2.4. Unit 9B Abbey Industrial Estate is the address of HS Motors Limited which features as the storage and inspection location for the Claimant's vehicle in Case 3 and Case 20.

29.2.4.1. The director of HS Motors Limited is Hayder Sharif, who is also the director of Inter Car Solutions Limited.

29.2.4.2. Inter Car Solutions Limited operates from 150 Coles Green Road, NW2 7JL, which is also the registered company address for Cars77 Limited, the director of which is Hashim Al Hashim, (Claimant in Case 11).

- 29.2.5. Bakyyar Abdulla's vehicle (BF66 BNA) underwent MOT assessments at the following garages:
- i. 30/10/2019 – Abbey MOT, Unit 3 Abbey Industrial Estate, Wembley, HA0 1QT.
  - ii. 09/10/2020 – GBR Motors, Unit 18 Mount Pleasant, Abbey Industrial Estate, HA0 1NR. This same test centre carried out MOT Tests on Case 3 (Alghafagi) and Case 11 (Hashim).
- 29.2.6. Bakyyar Abdulla brought a personal injury, credit hire and vehicle damage claim against Acromas Insurance Company Limited for a road traffic collision on 06.07.2019:
- 29.2.6.1. That collision involved the same vehicle (BF66 BNA) which collided with the Manish Parmar on 02.01.2020.
  - 29.2.6.2. BF66 BNA was inspected by John Kemp of Blake Assessors on 15.07.2019 at Hano Autos, 2 Creek Road, London, SE8 3EL and was declared a total loss.
  - 29.2.6.3. The Claim was discontinued with no payments.
- 29.2.7. Bakyyar Abdulla brought a personal injury for an incident on 18/09/2009 in which he provided an address of Unit 22A Abbey Industrial Estate, Wembley, HA0 1NR.
- 29.2.8. A DPA response was provided by Tradewise on 02.07.2020 in which it confirmed that Bakyyar Abdulla has a motor trade policy with the give address as Unit 22A Abbey Industrial Estate, Wembley, HA0 1NR.

#### EDA YAMAN AND MUSTAFA ZADA

- 29.3. Manish Parmar drove into collision with Eda Yaman and Mustafa Zada (Case 13) on 03.08.2018. Eda Yaman and Mustafa Zada have the following

connections and relevant links to this and other cases within the Linked Action:

- 29.3.1. Manish Parmar admits the collision was staged intentionally.
- 29.3.2. Eda Yaman brought a claim for personal injury and credit hire charges. Mustafa Zada brought a claim for vehicle damage, personal injury and recovery & Storage charges.
- 29.3.3. Mustafa Zada's vehicle was allegedly inspected by John Kemp of Blake Assessors on 15.07.2019 at Hano Autos, 2 Creek Road, London, SE8 3EL and was declared a total loss.
  - 29.3.3.1. Peter Etherington forensic engineer has given his opinion that there are different areas of contact damage. Importantly he has identified significant areas of damage that John Kemp has listed in his report are not visible in his photographs and has allowed for replacement of the 'lh B pillar and lh inner B pillar.' These are structural components that are expensive to replace. John Kemp has not photographed any of the damage that would necessitate the replacement of the nearside inner and outer B post. Further John Kemp has incorrectly listed the rear bumper for replacement. The damage in his photographs shows a torn upper forward aperture in the plastic bumper which is used to secure the bumper in place. There is no other damage to the bumper in the photographs supplied.
- 29.3.4. Eda Yaman alleges at paragraph 8 of her Witness Statement a long-standing business relationship with Hano Autos.
- 29.3.5. Eda Yaman has been involved in the following incidents:

- i. 09/03/2015.
- ii. 23/06/2016.
- iii. 13/12/2017.
- iv. 03/08/2019 (Tesco collision).

29.3.6. Mustafa Zada has been involved in the following incidents:

- i. 05/08/2013.
- ii. 21/02/2016.
- iii. 13/12/2017.
- iv. 03/08/2019 (Tesco collision).

#### FLORIN DANILA

29.4. Manish Parmar drove into collision with Florin Danila (Case 28) on 06.12.2019. Florin Danila has the following connections and relevant links to this and other cases within the Linked Action:

29.4.1. Manish Parmar admits the collision was staged intentionally in exchange for money.

29.4.2. It is submitted that in Case 25 Darran Taylor drove into collision with Florin Danila.

29.4.2.1. The Claimant in Case 25, at the scene of the collision, gave his name as Daniel Florin Costel. In a credit hire agreement form that Claimant gave his address as Flat 14 Leemark House, Granville Road, Littlehampton BN17 5JS and date of birth as 16/02/1980.

29.4.2.2. Auto Logistic Solutions acting on behalf of the same Claimant in Case 25 provided a form of authority. Within that form the Claimant gave the name Florin Danila rather

than Daniel Florin Costel which was the name given at the scene. The address provided was Flat 14 Leemark House, Granville Road, Littlehampton BN17 5JS.

29.4.3. Florin Danila in Case 25 brought a claim for vehicle damage, recovery and storage charges and credit hire charges.

29.4.4. In Case 28 the Claimant Florin Danila, provided his address as Flat 14 Leemark House, Granville Road, Littlehampton BN17 5JS and the date of birth (16/02/1980).

29.4.5. Florin Danila in Case 28 brought a claim for vehicle damage, recovery and storage charges and credit hire charges.

29.4.6. Evans Harding Engineers is the company which inspected the vehicles in both Cases 25 & 28.

29.4.6.1. This same company feature as the engineer for the Claimants in

- Cases 7 (Mouradi),
- Case 11 (Hashimi),
- Case 12 (Abdulla),
- Case 18 (Waleed Mohammed), and
- Case 32 (Kirschner).

29.4.7. Prime Autocare is the garage at which the storage, recovery and repair took place in both Florin Danila cases, Case 25 & Case 28.

29.4.7.1. Prime Autocare is the storage, recovery and repair garage used in:

- Case 25 Danila,
- Case 26 Al Shmary,
- Case 28 Danila,

- Case 32 Uwe Kirschner.

29.4.7.2. The registered company address for Prime Autocare is 203 The Vale, London, W3 7QS.

29.4.7.3. Uwe Kirschner, the Claimant in Case 32 is the director of Car Care Motors Limited (now Muth'Hilah Limited) which shares the registered address of 203-205 The Vale, London, W3 7QS.

29.4.7.4. Uwe Kirschner is also the director of Jag & Land UK Parts Limited which has a previous registered address of 14-16 Wadsworth Road, Perivale, UB6 7LD. This was the address given on the 'storage invoice' provided by JRJ Limited.

29.4.7.5. JRJ Limited features in:

- Case 14 (Bower Lally) as the recovery and storage garage.
- Case 5 (Khattawi) as the Claimant's husband, Faisal Dawood, is confirmed to be a Sales Manager at JRJ Ltd.

29.4.8. Uwe Kirschner was involved in a road traffic accident on 09/09/2020. This collision did not involve a Tesco Vehicle. The 'Third Party' is detailed as 'Florine Danila'.

29.4.9. Florin Danila has also been in a road traffic accident on 23/10/2020 with Ali Al Shmary (Claimant in Case 26). Florin Danila's vehicle was inspected at 189d Brent Crescent (the address detailed on Prime Autocare's invoices).

29.4.9.1. The Tesco Driver in Case 26 is Reyhan Safi who is also the driver in:

- Case 6 Sayahi – 16/09/2019.
- Case 22 Yagli – 08/07/2019.
- Case 24 Garousi – 02/09/2019.

MOHAMMED NAMDAR

## PREVIOUS COLLISIONS

30. The Claimant has been involved in three road traffic claims:

- i. 11/08/2013.
- ii. 20/04/2019.
- iii. 12/07/2019 (index).

30.1. In respect of the accident on 20/04/2019 (3 months prior to the index matter) a DPA response was provided by Aviva. This response confirmed the following:

30.1.1. Mohamed Namdar was a passenger in a TP vehicle, LC67PKO. He intimated a claim for injury. Aviva's insured vehicle, M88 BWR had collided with the rear of LC67PKO.

30.1.2. M88 BWR insured by Aviva was on the policy of R & A Repairs Limited of 100 Welley Road, Wraysbury, Staines-upon-Thames, TW19 5HF under the policy number 100675201CMT.

30.1.3. The policy also provided insurance for other vehicles including one with the registration W8 BWR.

30.1.4. Rinas Ahmed (claimant in Case 16) is the director of R & A Repairs Limited.

RINAS AHMED

30.2. Rinas Ahmed (also goes by the name Rinas Osman) (Facebook friend of Nadeem Jawaheri), is the Claimant in Case 16, having collided with Tesco Driver Rakesh Lakhman.

30.3. Rinas Ahmed is the director of R & A Repairs Limited.

30.3.1.1. R & A Repairs Limited (directed by Rinas Ahmed) is the name of the policy holder which collided with Mohammed Namdar - Claimant in Case 2 in his previous accident on 20.04.2019.

30.3.1.2. In respect of the vehicles insured by R&A Repairs Limited it is worthy of note that:

30.3.1.3. A DPA from Aviva reveals that M88 BWR is a BMW 120 with which Namdar collided in the Aviva incident on 20/04/2019. M88 BWR was added to the Aviva policy for R & A Repairs Limited on 12/03/2019 and was removed on 08/07/2019.

30.3.1.4. M88 BWR was also insured on an AXA Policy under policy number A19/07RR0073290 in the name of Bower Lally t/a B&L Motors' with an address of 4 Chatsworth Road, Hayes, UB4 9ES. The vehicle was marked as 'proposers own' and was insured on the AXA policy between 05/06/2019 and 06/06/2019.

30.3.1.5. W8 BWR a Mercedes C220 AMG was insured on the R & A Repairs Limited policy over 2 periods as follows: 12/03/2019 until 18/03/2019 and 13/05/2019 until 12/06/2019.

30.3.1.6. The same vehicle, a Mercedes C220 AMG registration number W8 BWR was also insured for Bower Lally t/a B&L Motors policy. The vehicle was marked as



‘sales’ and was insured on the policy between 22/02/2019 and 14/05/2019.

30.3.1.7. Rinas Ahmed and Bower Lally have therefore owned and insured the same vehicles M88BWR and W8BWR on policies of insurance.

30.4. R & A Repairs Limited’s registered address of 100 Welley Road, Wraysbury, Staines-upon-Thames, TW19 5HF. This was a previous registered office address of BL Motors Limited, run by Bower Lally.

#### **BOWER LALLY**

30.5. 100c Welley Road, Staines, TW19 5HQ is the address of BL Motors Limited (run by Bower Lally) and is also the registered address of R & A Repairs Limited which is directed by Rinas Ahmed.

30.6. The address of Sabre House, Belvue Road, Northolt, UB5 5QJ and 42 & 44 Bideford Avenue, UB6 7PP are also connected to Bower Lally as set out below.

30.7. Bower Lally is registered as the director of the following companies:

aa. BL Motors Limited registered address is Sabre House, Unit 1, Belvue Road, Northolt, UB5 5QJ. The company has previously had registered office address as follows:

- 100c Welley Road, Staines, TW19 5HQ between 13/11/2018 and 14/01/2019,
- Sabichi House, 5 Wadsworth Road, Perivale, Greenford, UB6 7JD between 14/01/2019 and 05/06/2019,
- 7 Essex Park Mews W3 7RJ between 05/06/2019 and 29/09/2020.

- bb. HR Smith Limited registered at the address of Unit 1 Sabre House, Belvue Road, UB5 5QJ. Bower Lally was the sole director.
  
- cc. B & L Bodywork Limited registered at the address of 44d Bideside Avenue, Perivale, Uxbridge, UB6 7PP which does not appear to exist.
  - However, upon searching the postcode it appears that the address is in fact 'Bideford Avenue UB6 7PP'.
  - 42 & 44 Bideford Avenue, UB6 7PP are registered office addresses for companies run by Noel Khuashaba and Biar Hawaizi as detailed above.
  
- dd. OK Valeting London Limited at the address of 36-39 The Green, Southall, UB2 4AN. The company remains active. Bower Lally is the sole director from the incorporation date until present.
  - OK Valeting London Limited featured in the recent claim by Bower Lally against Tesco, accident dated 21/02/2022.
  - Carter Motors Limited.
  
- 30.8. Bower Lally is the Claimant in Cases 14 and 15. Bower Lally brought a further claim against Tesco in February 2022.
  
- 30.9. In Case 15 Bower Lally provided an invoice from Hano Autos UK Limited for vehicle repairs showing the address 2 Creek Road, Deptford, London SE8 3EL. Blake Assessors reported the Claimant's Vehicle was stored at Carter Motors, Unit 7 Sabre House, Belvue Road, London, UB5 5QJ.
  
- 30.10. In Case 14 Bower Lally was driving a Mercedes Benz registration YE64 ZNT which he became the registered keeper of on 17.11.2014. Bower Lally entered into a finance agreement for the Vehicle on 20.05.2016.

30.10.1. On 16.01.2017 Bower Lally had a collision with a Tesco vehicle. Noel Khuashaba purchased the Mercedes Benz registration YE64 ZNT from Bower Lally on 31.03.2017.

**NOEL KHUASHABA**

30.11. Noel Khuashaba has a Facebook account under the name Noely Noel as explained at paragraph 67 of the statement of Graham Douglas.

30.12. Noel Khuashaba is friends on Facebook with:

aa. Sebastian Rogaliwicz (the Claimant in Case 29),

bb. Biar Hawaizi,

cc. Greg Daniel Collins (the Facebook name for Gregorz Collins (claimant in Case 8),

dd. Ghaith Al-waili and Ghaith GhattMan Al Waili: and

a. Ghaith Al-Waili is friends on Facebook with Samatar Jama (Tesco driver in Case 1).

30.13. Noel Khuashaba was previously or is still the director of the following companies:

aa. First Fast Repairs Limited (Company Number 11311526) is registered at Unit 4 Sabre House, 1 Belvue Road, Northolt, UB5 5QJ.

- bb. Fast Ten Limited (Company Number 09788865) is registered at Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD.
- cc. Club 10 Limited (Company Number 14001416).
- dd. Fast Performance Limited (Company Number 09410193) is registered at Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD.
- ee. B H Car Repairs Limited (Company Number 09128288) is registered at 44 Bideford Avenue, UB6 7PP.
- ff. Expert Rock Limited (Company Number 09670400).

30.13.1. Noel Khuashaba is director of Fast Ten Limited and Berkeley Motors. Fast Ten and Berkeley Motors, these garages feature in the following cases within the Linked Action:

- Case 1 (Mazlum Bahceci),
- Case 2 (Nohammed Namdar),
- Case 4 (Shireen Morgan),
- Case 5 (Shimaa Khattawi),
- Case 9 (Alex Reed),
- Case 13 (Eda Yaman and Mustafa Zada),
- Case 16 (Rinas Ahmed),
- Case 27 (Ibrahim Nour),
- Case 30 (Tariq Faris and Rawan Abbas).

30.13.2. Noel Khuashaba and Ghaith Al-Waili were both directors of Expert Rock Limited. The two are also 'friends' on Facebook.

30.13.3. Fast Ten Limited carried out repairs and provided the invoice in Case 29. The contact number on that invoice “07551511515” is registered to Mousa Mohamad Issa.

30.13.3.1. Mousa Mohamad Issa is the Director of W3 Car Repairs Limited.

#### MOUSA MOHAMAD ISSA

30.14. Sabichi House, 5 Wadsworth Road, Perivale, Greenford, UB6 7JD is the registered address of W3 Car Repairs Limited, a company directed by Mousa Mohamad Issa.

30.14.1. W3 Car Repairs Limited was formerly registered at 7 Essex Park Mews W3 7RJ.

30.14.2. W3 Car Repairs Limited was the garage in:

- i. Faris (Case 30) where the Claimant’s vehicle was reported to be stored at W3 Car Repairs Limited 7B Essex Park Mews W3 7RJ as was confirmed in the Claimant’s engineers (Blakes Assessors) report.
- ii. Nour (Case 27) where the Claimant’s vehicle was reported to be stored at W3 Car Repairs Limited 7B Essex Park Mews W3 7RJ as was confirmed in the Claimant’s engineers (Blakes Assessors) report.

30.14.3. W3 Car Repairs has an Instagram account was located under the @w3carrepairs with an account name W3 Car Repairs Ltd. The account is ‘followed’ an account under the name @berkeleymotorslimited with an account name of ‘Berkeley Motors Limited’. This is a company run by Biar Hawaizi.

30.15. Mousa Mohamad Issa is the director of Larini Car Sales Ltd.

30.15.1. On 22/11/2021 the vehicle LM18XVU owned by Sayahi, Claimant in Case 6 was acquired by W3 Car Repairs Limited before being transferred to Larini Car Sales Ltd of Unit 4/8 Logic House, Belvue Road, Northolt, UB5 5QJ.

30.15.2. Mousa Mohamad Issa therefore purchased the Claimant in Case 6's vehicle following the collision with a Tesco Driver.

#### GHAITH AL WAILI

30.16. Ghaith Al Waili and Alexander Reed, the Claimant in Case 9, were both Directors of Wish Lounge Limited at the address of Unit 2 Belvue Road Belvue Road, Northolt, UB5 5QJ.

30.16.1. An Instagram account for Wish Lounge Limited has been identified under the account @wishlounge.

30.16.1.1. Wish Lounge Limited's Instagram profile is friends with the following:

- i. Biar Hawaizi.
- ii. Noely.88 an Instagram account linked to Noel Khuashaba.
- iii. Berkeleymotorslimited.
- iv. Vip\_supercars.
- v. Itzmazzz – This appears to be the same Instagram account for Mazlum Bahceci but

he has amended the profile name from @mazlumbahceci to @itzmazzz.

30.16.2. Ghaith Al-Waili is friends on Facebook with Samatar Jama (Tesco driver in Case 1).

30.16.3. Ghaith Al Waili is the project manager at Petrichor Designs Limited.

30.16.3.1. The Instagram account for Petrichor Designs Limited is @p.designsltd. The Facebook profile, <https://www.facebook.com/ghaith.alwaili.1> confirms that he is a project manager for Petrichor Designs Ltd.

30.16.3.2. The followers of Petrichor Designs Limited. The account is followed by the following Instagram accounts: -

i. Itzmazzz – account of Mazlum Bahceci. It can plainly be seen that all of the images, including the profile image of the account are of Mazlum Bahceci as can be cross referenced with those images of Mazlum Bahceci.

ii. Mrswisss - the account of Samatar Jama.

iii. Mr\_b1arx – the account of Biar Hawaizi.

30.16.3.3. The address for Wish Lounge, Belvue Road, Northolt, UB5 5QJ is the same address of B1 Capital Cars Limited which is controlled by Biar Hiawazi.

30.16.3.4. Mazlum Bahceci Claimant in Case 1 received a payment from Al-Waili GM in the sum of £81.90 on 01 August 2019.

30.16.4. The advertised address of Wish Lounge Limited is Johnsons House, Johnsons Way, Coronation Road, Park Royal, London, NW10 7PF.

#### JOHNSON HOUSE / MARTAZA AL HAMADI

30.17. Perivale Motor Group's registered address is PMG House, Johnsons Way, London, NW10 7PF. Martaza Al Hamadi provided his correspondence address as 44 Bideford Avenue, Perivale, Greenford, UB6 7PP.

30.18. Martaza Al Hamadi was Director of Logistic Solutions 613 Ltd.

30.18.1. Martaza Al Hamadi is also listed as the Director of Perivale Motor Group.

30.18.2. 44 Bideford Avenue, Perivale, Greenford, UB6 7PP is the address for the following companies controlled by Noel Khuashaba, Biar Hawaizi, and Bower Lally as follows:

- i. B H Car Repairs Ltd.
- ii. A1 Performance Solutions Ltd.
- iii. B & L Bodywork Ltd.

30.18.3. Johnson House, Johnsons Way, London, NW10 7PF is the address at which recovery, storage or MOT Inspections took on the following cases: -

- i. Case 7 Shahin Mouradi.
- ii. Case 10 Safaa Jasim.



- iii. Case 23 - Caljam Engineers inspected the Claimants' Vehicle in Case 23 and advised that the vehicle was inspected at Johnsons Way, London, NW10 7PF.

30.18.3.1. In Case 23 Logistic Solutions 613 Limited provided invoices with the address of "Unit 3 14-16 Wadsworth Road, Perivale, Greenford, UB6 7JD". This is not the registered address of Logistic Solutions 613 Limited.

30.18.3.2. Unit 3 14-16 Wadsworth Road, Perivale, Greenford, UB6 7JD is however a formerly registered addresses of "BH Cars Limited" a business directed by Biar Hawaizi.

- 30.19. The registered address for Wish Lounge, Belvue Road, Northolt, UB5 5QJ is the same address of B1AR X Logistics Limited which is controlled by Biar Hiawazi.

#### BIAR HAWAIZI

- 30.20. Biar Hawaizi is or has been the director of the following companies:
  - aa. B1AR X Logistics Limited (Company Number 11309385) which is registered at Unit 4 Sabre House, 1 Belvue Road, Northolt, UB5 5QJ.
  - bb. B1 Capital Cars Limited (Company Number 09739859) which is now registered at Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD.
  - cc. Antonella Wine Bars Limited (Company Number 07002654).

- dd. A1 Performance Solutions Ltd (Company Number 07002654) which previously had a registered address of 44 Bideford Avenue, UB6 7PP.
  - ee. BH Cars Limited (Company Number 09127857) which is now registered at Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD.
  - ff. BH Car Repairs Limited (Company Number 09128288) which previously had a registered address of 44 Bideford Avenue, UB6 7PP.
  - gg. Fast Ten Performance Limited (Company Number 09410193) which is registered at Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD.
  - hh. Auto Empire Limited (Company Number 09961022) which is registered at Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD.
  - ii. Berkeley Motors Limited (Company Number 10472101) which is now registered at Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD.
  - jj. Eagle Coachcrafts 007 Limited (Company Number 06597739) which previously had the registered address of 42 Bideford Avenue, UB6 7PP.
- 30.21. While Biar Hawaizi is the director of Berkeley Motors Limited it can be seen from a comment from a customer that an individual named Noel works at this garage. Berkeley Motors Limited shares the address Sabichi House 5 Wadsworth Road, Perivale, Greenford, Middlesex, UB6 7JD

with two of Noel Khuashaba's businesses Fast Ten Limited and Fast Performance Limited (see below).

30.22. Eagle Coachcrafts 007 Limited which now has the registered address of The Pavilion, Rosslyn Crescent, Harrow, HA1 2SZ. Biar Hawaizi was the Company Secretary for this company (page 3).

30.22.1.1. The Companies House record for Logistic Solutions 613 Ltd shows the previous registered address is The Pavilion, Rosslyn Crescent, Harrow, HA1 2SZ.

30.22.1.2. Logistic Solutions 613 Limited is dealt with at 38.11 above.

30.23. 44 Bideford Avenue, Perivale, Greenford, UB6 7PP is the address for the following companies controlled by Biar Hawaizi, Noel Khuashaba and Bower Lally as follows:

- i. B H Car Repairs Ltd.
- ii. A1 Performance Solutions Ltd.
- iii. B & L Bodywork Ltd.

30.24. B H Car Repairs Limited and Fast Ten Performance Limited were both directed by Biar Hawaizi and Noel Khuashaba.

30.25. B1 Capital Cars Limited (run by Biar Hawaizi) had a policy of insurance on which Vehicle registration KT15 USG was insured (page 17).

30.25.1. Alexander Reed (claimant in Case 9) purchased vehicle KT15 USG on 02 November 2018.

30.25.2. KT15 USG is the vehicle Alexander Reed (Claimant in Case 9) was driving in his collision with the Tesco Driver Mubarik Quaaaje.

THE CLAIMANT'S VEHICLE

31. The Claimant's vehicle is a BMW 730LD, registration LJ66 WPD was valued in the sum of £27,680, it was deemed a total loss valued at £21,680.

31.1. The Claimant's Vehicle has areas of incompatible damage. The reasonable conclusion to be drawn is that there was pre-existing damage to the Claimant's Vehicle. Further there was a report by the Claimant to his finance company one day prior to the index accident (see paragraph 27).

31.1.1. It is worthy of note that inconsistent damage also occurs in the following cases:

- i. Case 1 Bahceci,
- ii. Case 2 Namdar (index)
- iii. Case 3 Alghafagi,
- iv. Case 4 Morgan,
- v. Case 6 Sayahi,
- vi. Case 9 Reed,
- vii. Case 11 Al Hashim,
- viii. Case 13 Yaman,
- ix. Case 16 Ahmed.

32. The Claimant's Vehicle is alleged to have been stored at the garage Hano Autos at 2 Creek Road, Deptford, London SE8 3EL.

HANO AUTOS /AWARA MARIO

33. Hano Autos 2 Creek Road, Deptford, SE8 3E is the alleged inspection locations provided by Blake Assessors in the following:

- i. Case 1 Mazlum Bahceci.
- ii. Case 2 Mohammed Namdar (the index matter).
- iii. Case 4 Shireen Morgan.
- iv. Case 5 Shimaa Khattawi.

- v. Case 6 Adel Motlaghi Sayahi.
- vi. Case 13 Eda Yaman.
- vii. Case 15 Bower Lally.
- viii. Case 16 Rinas Ahmed.
- ix. Case 19 Saman Hussain.
- x. Case 29 Monika Rogalewicz.

33.1. Awara Mario has a Facebook account in which he is friends with Nadim Jawaheri and on which he 'loved' a post made by Nadim Jawaheri (ندیم جواهری).

33.2. Awara Mario in his LinkedIn profile reports he is the director of Hano Autos Limited.

33.2.1. Hano Autos Ltd has the registered address of 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE.

33.2.2. There are two further companies bearing the name 'Hano':

33.2.2.1. Hano Autos UK Limited which also has the registered address 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE and is directed by Niaz Saleh who filed a CH01 with Companies House having changed his name from Awara Saleh to Niaz Saleh on 19.02.2015.

33.2.2.2. Hano UK Limited's registered address is also 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE.

33.2.3. The three apparently distinct companies; Hano Autos UK Limited], Hano UK Limited and Hano Autos Ltd all share

directors in Niaz/Awara Saleh/Awara Mario and Argosh Rasheed Nori and share the following addresses:

33.2.3.1. Unit 4-6 Abbey Industrial Estate, Mount Pleasant, Wembley, Middlesex, HA0 1QT.

33.2.3.1.1. This address was identified via a DPA response from AXA Insurance dated 18/05/2021 received in Case 6 (Sayahi) in respect of a road traffic accident which occurred on 23/02/2020. The engineers report (prepared by Blake Assessors) indicates that Sayahi's vehicle was inspected at Hano Autos with a given address of Unit 4-6 Abbey Industrial Estate, Mount Pleasant, Wembley, Middlesex, HA0 1QT.

33.2.3.2. 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE the current registered address (as set out above).

33.2.3.3. 2 Creek Road, Deptford, London SE8 3EL: in Case 15 Bower Lally provided an invoice from Hano Autos UK Limited for vehicle repairs showing the address 2 Creek Road, Deptford, London SE8 3EL. The Blake Assessors report alleged the Claimant's Vehicle was stored at Carter Motors, Unit 7 Sabre House, Belvue Road, London, UB5 5QJ.

33.2.3.4. 2 Creek Road, Deptford, SE8 3E is the alleged inspection locations provided by Blake Assessors in the following Linked Actions:

- xi. Case 1 Mazlum Bahceci.
- xii. Case 2 Mohammed Namdar (the index matter).
- xiii. Case 4 Shireen Morgan.
- xiv. Case 5 Shimaa Khattawi.
- xv. Case 6 Adel Motlaghi Sayahi.
- xvi. Case 13 Eda Yaman.
- xvii. Case 16 Rinas Ahmed.
- xviii. Case 19 Saman Hussain.
- xix. Case 29 Monika Rogalewicz.

- 33.2.4. Hano Autos therefore appears to operate from 4 addresses:
- i. 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE.
  - ii. Unit 4-6 Abbey Industrial Estate, Mount Pleasant, Wembley, Middlesex, HA0 1QT.
  - iii. 2 Creek Road, Deptford, London SE8 3EL.
  - iv. Unit 7 Sabre House, Belvue Road, London, UB5 5QJ.

33.2.5. 7 Westmoreland House, Cumberland Park, Scrubs Lane, London, NW10 6RE (the address for Hano Autos UK Limited, Hano Autos Ltd and Hano UK Limited) is the former registered address of P&A Motors UK Limited which is directed by Arkan Ibrahim.

33.2.5.1. Arkan Ibrahim is the registered director of Alaska Motors t/a Lola Trading Limited with the former registered address of Unit 9a Abbey Industrial Estate Mount Pleasant Wembley HA0 1N.

33.2.5.2. The Claimant's Vehicle in Case 21 was recovered, inspected and repaired by a business trading as Alaska Motors under the registered company name 'Lola Trading Limited', at address Unit 9a Abbey

Industrial Estate Mount Pleasant Wembley HA0  
1NR.

ROJ MOTORS

33.3. Unit 20b Abbey Industrial Estate, Mount Pleasant, Wembley, HA0 1NR  
is the address at which ROJ Motors is reported to operate from:

33.3.1. ROJ Motors is alleged to have provided storage and repair  
services in the following cases:

- i. Case 11 Hashimi Al Hashim.
- ii. Case 12 Bakiyar Abdulla and
- iii. Case 18 Waleed Hayder Mohamed.

33.3.2. ROJ Motors is not a limited company, therefore there is no  
information available on the Companies House database.

33.3.3. Online searches for ROJ Motors have produced no results  
whatsoever.

33.3.4. An invoice for storage and recovery charges from ROJ Motors  
has been provided in Case 11, Case 12 and Case 18 on which the  
contact number “02089031259” was provided.

33.3.4.1. A Google search was carried out for the telephone  
number ‘02089031259’ which shows the owner of the  
telephone number is a business under the name of ‘JJ  
Motor Body Repairs’ located at 23a Abbey Industrial  
Estate, Mount Pleasant, Alperton, Wembley, HA0  
1RA.

33.3.5. Further matches also confirm an address of Unit 17 Abbey  
Industrial Estate Mount Pleasant, Wembley of JJ Motor Body



Repairs.

33.4. A further Google search was carried out for '20b Abbey Industrial Estate' and a copy of the results are available.

33.5. A Google images show the address '20b' on the Abbey Industrial Estate.

33.5.1. There is no signage to confirm that Roj Motors operates from this location.

33.6. Unit 9B Abbey Industrial Estate, Mount Pleasant, Wembley, HA0 1NR is the address given for the storage and inspection location for the Claimant's vehicle in Case 3 and Case 20.

33.7. Unit 9a Abbey Industrial Estate Mount Pleasant Wembley HA0 1NR is the same address as Dimaa Motors Limited which was the garage used in Case 3: invoice and a recovery invoice.

33.7.1.1. Dimaa Motors Limited is directed by Zhraa Alghafagi, one of the three claimants in Case 3 and is also the garage used by the First Claimant in Case 3.

150 COLES GREEN ROAD, NW2 7JL

33.8. Unit 9a Abbey Industrial Estate Mount Pleasant Wembley HA0 1NR is the same address as HS Motors Limited which is the garage used by the Claimant in Case 20.

33.8.1. "HS Motorss Limited" is directed by Hayder Sharif (D.O.B. June 1989) and has a registered address of Unit 9b, Abbey Industrial Estate, Mount Pleasant, Wembley, HA0 1NR.

- 33.8.2. Hayder Sharif (D.O.B. June 1989) was also the director of Abbey Auto Sales Limited (09307575) at the registered address of Suite 21a Unimix House, Abbey Road, London, United Kingdom, NW10 7TR.
- 33.8.3. Haider Sharif (D.O.B. June 1989) was the director of Inter Car Solutions Limited. The registered address of Inter Car Solutions is 150 Coles Green Road, NW2 7JL.
- 33.8.3.1. 150 Coles Green Road, NW2 7JL, the address of Haider Sharif's company, is also the registered company address for Cars77 Limited, the director of which is Hashim Al Hashim, (Claimant in case 11).
- 33.8.4. Haider Sharif provides his correspondence address as Unit 9b Abbey Industrial Estate Mount Pleasant Wembley HA0 1NR.
- 33.8.5. Unit 9a Abbey Industrial Estate Mount Pleasant Wembley HA0 1NR is the same address as Dimaa Motors Limited which was the garage used in the present claim Case 3: invoice and recovery invoice.

**Appendix 2**

