

[2018] UKFTT 443 (PC)

**PROPERTY CHAMBER**  
**FIRST – TIER TRIBUNAL**  
**LAND REGISTRATION DIVISION**

**IN THE MATTER OF A REFERENCE FROM HM LAND REGISTRY**  
**LAND REGISTRATION ACT 2002**

**2016/0352**

**BETWEEN**

**ANDREAS CONSTANDAS**

**APPLICANT**

**and**

**(1) TELEMACHOS CONSTANDAS**

**(2) LEILE TROVAO**

**(3) AVGH1 CONSTANDAS**

**RESPONDENTS**

**10 AGINCOURT ROAD, LONDON NW3 2PD**

**Title Number: LN85302**

**Before: Mr Simon Brilliant sitting as Judge of the Property Chamber of the First-tier  
Tribunal**

The Chief Land Registrar is directed:

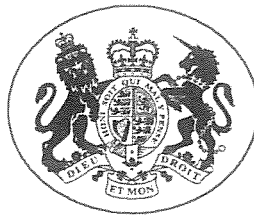
- (1) to cancel the Applicant's original application dated 28 September 2015;
- (2) to give effect to the Second Respondent's original application dated 11 September 2015.

**Dated 10 July 2018**

*S. van Benthay*



**BY ORDER OF THE JUDGE OF THE PROPERTY CHAMBER OF THE FIRST –  
TIER TRIBUNAL**



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**Before: Mr Simon Brilliant sitting as Judge of the Property Chamber of the First-tier  
Tribunal**

**Sitting at: 10 Alfred Place, London WC1 7LR.**

**On: 15 and 16 March 2018**

**Applicant's Representation:** Ms K Gray of counsel

**Respondents' Representation:** In person (Mr Telemachos Constandas).

## DECISION

*Alteration of the register – the applicant was the joint registered proprietor of a house together with his ex-wife, the third respondent— the applicant and the third respondent transfer or purport to transfer the house by TR1 to the first respondent, their son - the applicant applies to remove the first respondent's name on the register and to reinstate himself and the third respondent as owners - originally the applicant asserts that his signature on the TR1 was forged - subsequently he withdraws that allegation and asserts that the TR1 was void on the grounds of non est factum alternatively the TR1 should be set aside as an unconscionable bargain – the first respondent subsequently transfers the house by TR1 to the second respondent, the first respondent's wife - the applicant objects to the second respondent being registered as the proprietor of the house.*

Constandas v Lysandrou [2018] EWCA 613.

### Introduction

1. This is a family dispute about the ownership of 10 Agincourt Road, London NW3 2PD, which is registered at Land Registry under title number LN85302 (“the house”). The house is on three storeys and is situated in a desirable part of Hampstead, close to the Heath.
2. For the sake of convenience, and without any disrespect, I shall refer to the parties by their first names.
3. The applicant, Mr Andreas Constandas (“Andreas”) is now 88 years old. He was

formerly married to the third respondent, Mrs Avghi Constandas (“Avghi”). Mr Telemachos Constandas (“Telemachos”), the first respondent, is the eldest son of Andreas and Avghi. Ms Leile Trovao (“Leile”), the second respondent, is the wife of Telemachos.

4. These proceedings concern a transfer of the house in form TR1, dated 10 July 2015, in which the then owners of the house, Andreas and Avghi, transferred or purported to transfer the house to Telemachos (“the first transfer”).
5. Andreas disputes the validity of the first transfer. Initially, he said in his statement of case that his signature had been forged. Subsequently, he withdrew this allegation. Instead, he said that the first transfer was void on the grounds of non est factum, alternatively it was voidable as an unconscionable bargain. In his first witness statement and in his oral evidence he reverted to his allegation that his signature on the first transfer had been forged. In his second witness statement he attempted to explain this apparent contradiction. In his opinion, he cannot “sign” a document if he does not know what the document is.
6. On 17 July 2015, Telemachos was registered as the proprietor of the house.
7. On 11 September 2015, Telemachos transferred the house to Leile (“the second transfer”).

#### The procedural history

8. On 28 September 2015, Andreas made an application to Land Registry (1) to remove Telemachos as the registered proprietor of the house and to reinstate himself and Avghi as the registered proprietors and (2) to reinstate a restriction in form A (“the first original application”). The first original application was made under paragraph 5 of schedule 4 to the Land Registration Act 2002. It was supported by a statutory declaration, dated 9 October 2015, in which Andreas said in respect of his signature on the first transfer:

*I have no knowledge of this signature at all and can only assume it is a forgery.*

9. On 16 November 2015, Telemachos, Leile and Avghi objected to the first original application. On 18 May 2016, the dispute was referred to the tribunal pursuant to section 73(7) of the Land Registration Act 2002 (“the first dispute”).
10. On 11 September 2015, Leile applied to be registered as the proprietor of the house as a result of the second transfer (“the second original application”).
11. On 26 November 2015, Andreas objected to the second original application. On 18 May 2016, the dispute was referred to the tribunal pursuant to section 73(7) of the Land Registration Act 2002 (“the second dispute”).
12. On 6 June 2016, the tribunal directed that both disputes be consolidated, and case managed and heard together.
13. The case was listed for hearing on 26 and 27 July 2017 before Judge Michell. The judge allowed the allegation that the first transfer was voidable as an unconscionable bargain to stand as an application under s.108(2) Land Registration Act 2002. This entitles the tribunal to set aside certain documents relating to land registration
14. The hearing was aborted when Andreas said that he was unable to hear what was going on. At that time he was not wearing anything to assist his hearing. The case was relisted before me on 15 and 16 March 2018 when it started again from scratch. On this occasion Andreas was assisted with his hearing and was able to take part in it.

#### The witnesses

15. Andreas gave oral evidence. He did not call any other witnesses. Telemachos gave oral evidence. Leile gave oral evidence. Avghi was too ill to give oral evidence<sup>1</sup>, and her

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<sup>1</sup> A letter from her general practitioner, dated 8 September 2016, records a large number of significant medical problems. She rarely leaves her house. She has breathlessness and finds mobilising difficult. She is diabetic and sugar levels can be variable - she is on insulin. She also suffers from another condition which would make her coming to court insufferable. I am satisfied that there is very good medical evidence to explain her absence.

witness statement was admitted under the Civil Evidence Act 1995.

The factual background

16. Andreas acquired the house in 1954. He lived there with Avghi, Telemachos and another son, Christopher.
17. In June 1973, following his divorce from Avghi, Andreas left the house pursuant to an ouster order. He went to live at 28 Mackeson Road, London NW3 2LT (“number 28”), a house registered in the name of his sister, Mrs Adriana Lysandrou (“Adriana”), and his brother-in-law, Mr Lysandros Lysandrou (“Lysandros”).
18. On 16 December 1977, Mr Registrar Kenworthy ordered that the house be transferred into the joint names of Avghi and Andreas upon trust the sale. The sale was to take place on the happening of certain events. Upon sale, the proceeds of sale were to be divided as to two thirds to Avghi and as to one third to Andreas. On 9 October 1979, Hollings J varied the order so that a sale was to take place by 9 October 1982. The sale, of course, has never taken place .
19. Andreas failed to comply with the order to transfer the house to Avghi and himself. On 10 December 2002, the house was so transferred. A district judge executed the transfer in place of Andreas.
20. The respondents rely upon a written agreement dated 2 September 2004 (“the 2004 agreement” which is said to have been signed by Andreas and Avghi in favour of Telemachos. It is a home-made agreement envisaging that Telemachos will raise £150,000 by charging the house. £90,000 of this sum is said to be a gift to Andreas to recompense him for what he has spent on management and maintaining the house between 1990 and 2000. It is stated that both Andreas’ and Avghi’s interest in the house is intended for Telemachos.
21. The 2004 agreement concluded:

*If we do not sell the property by or before 01.06.2014 we must pay Telemachos his costs, all expenses and the management fees with interest until 01.06.2014. We jointly agree to pay these costs within six weeks of the date 01.06.2014. If these fees are not paid in full by the given date Telemachos will have full claim Avghi's two thirds share and my one third share, the property will belong to him ...*

22. The 2004 agreement appears to bear the signature of Andreas, witnessed by Leile, and the signature of Avghi, witnessed by Menca McKenna, a solicitor. The document is stamped with Menca McKenna's name and professional address. In his evidence, Andreas said that this document was a fabrication.
23. On 19 June 2015, Andreas was given notice to leave number 28 and was evicted. On 28 July 2015, Andreas commenced proceedings in the County Court at Central London claiming that he had a beneficial interest in number 28<sup>2</sup>. He obtained an injunction permitting his return to number 28 pending the trial.
24. As stated in paragraph 4 above, the first transfer was executed or purportedly executed on 10 July 2015. It was accepted by Ms Gray in opening that solicitors had not acted for either side on the first transfer.
25. On 16 July 2015, Andreas, Telemachos and Leile attended a firm of solicitors, Ahmed & Co, at their offices at 67 Camden High Street, London NW1 7JL.
26. Andreas appears to have signed a Land Registry form ID1. This is a form required by Land Registry in certain circumstances, so it can be satisfied as to the identity of a person affecting a transfer<sup>3</sup>. Andreas appears to have signed a certificate stating the following:

*I certify that the information I have provided in this form is correct to the best of my*

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<sup>2</sup> The dispute as to whether Andreas had a beneficial interest in number 28 ("the number 28 proceedings") was between (1) Andreas and (2) Adriana, Lysandros and Andreas' nephew. HH Judge Faber found that Andreas did not have any interest in number 28. This decision was upheld by the Court of Appeal: see [2018] EWCA 613.

<sup>3</sup> The requirement for evidence of identity when an application is made for the transfer of a property is explained in paragraph 18.016.01 of Ruoff & Roper.



*knowledge and belief. I authorise Land Registry to make such additional searches and checks as necessary to confirm my identity.*

27. Andreas produced his passport. Mr Anthony Lodge, a solicitor employed by Ahmed & Co, certified that Andreas had produced his passport and that the photograph attached to the form ID1 was a true likeness of Andreas. Below Mr Lodge's signature it is stated:

*Land Registry will contact conveyancers and other verifiers to check that the form completed in their name is genuine.*

28. In paragraph 17g of his amended statement of case Andreas does not dispute that he signed the form ID1<sup>4</sup>. He says that he had no idea that the form was connected to the first transfer. He says he believed it was a form enabling him to access Bank of Cyprus records which he hoped would support his contention in the number 28 proceedings that he had paid towards the purchase of number 28 in 1959.

#### Andreas' evidence

29. Andreas relies upon an attendance note of his solicitor, Mr Sharp, recording a conversation dated 22 September 2015 with Mr Lodge of Ahmed & Co:

*Said that I act for Mr Constandas, and queried whether he had acted for him in recent conveyancing. He was surprised, has not done conveyancing for years, and the firm does not do conveyancing either. Informed him he was named in an API as acting for the transfdo (sic)<sup>5</sup> Seemed surprised. He does recall a Greek man coming in and asking him to certify a copy for him for his parents - he had said that the parents would need to come in, and they did later that day or on the next day. Andreas and Avghi. He certified the copies of the passport and that was all. There was some sort of family matter that they were dealing with, no idea really what it was about. ESH asked if it was perhaps about getting records from the bank and he said that rang a bell. ESH*

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<sup>4</sup> However in paragraph 17 of his first witness statement he appears to deny that he signed it: see paragraph 42 below. In his oral evidence, Andreas said: *Of course it is not my signature*: see paragraph 50 below.

<sup>5</sup> This is incorrect: see paragraph 23 above. This may be a mistake for the form ID1.

*asked if it was anything to do with a transfer of property and he said he really didn't think so. He does remember a bank was mentioned.*

*... He later called back and said he does recall there was a bank form, which they signed, and the bank then called him to ask if he had seen the parents and confirm their ID, which he did.*

30. On 29 September 2015, Andreas made a second witness statement in the number 28 proceedings. In paragraph 8 he said in respect of the first transfer:

*... I have since seen a copy of the TRI transfer form which appears to have my signature on it, dated 10 July 2015. I did not sign the document and knew nothing about any transfer, which has been effected fraudulently by my son, presumably with the acquiescence of my ex-wife.*

31. On 9 October 2015, Andreas made the statutory declaration referred to in paragraph 8 above. As already stated, in paragraph 11 he said in respect of the first transfer:

*I have no knowledge of this signature at all and can only assume it is a forgery.*

32. In paragraph 10 he said in respect of the form ID1:

*On 17 July 2015 my son told me that the bank<sup>6</sup> now required a certified copy of mine and my ex-wife's passports. He took me, together with my ex-wife, to a solicitors' office on Camden High Street, Ahmed & Co, for this purpose ... Nobody said anything about anything to do with transferring the Property.*

33. In 2015, Hodge, Jones & Allen, Andreas' then solicitors, instructed Ms Radley, of the Radley Forensic Document Laboratory, to prepare a report in respect of the signatures alleged to have been made by Andreas on the first transfer and the form ID1.

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<sup>6</sup> The Bank of Cyprus, the records of which Andreas was hoping to obtain to support his case in the number 28 proceedings.

34. On 8 February 2016, Ms Radley completed her report. Her summary states:

*I am of the opinion that there is strong evidence to support the proposition that [Andreas] signed both of the questioned documents. I consider the alternative, that they are simulations (freehand copies) of [Andreas'] genuine signature style, to be unlikely.*

35. On 17 August 2016, Andreas served his statement of case. In paragraph 5 he said:

*[Andreas] claims that [the first] transfer was effected using a forged instrument, and more particularly that his purported signature which appears on [the first transfer] ... is a forgery.*

36. Not only was there no expert evidence to support this serious allegation, there was the report of Ms Radley which said precisely the opposite. The statement of truth was signed by a solicitor at Comptons Solicitors LLP, who may not at that time have been aware of the report.

37. On 27 October 2016, Andreas served an amended statement of case. He said in the amended paragraph 6:

*[Andreas] accepts that the signatures on both the TRI form dated 10 July 2015 and the IDI form dated 16 July 2015 ... are his. However, [Andreas] was unaware of the nature of both the TRI form and the IDI form when he signed them and on both occasions [Andreas] was misled into thinking that he was signing a document that was essentially different in character and/or effect from that which intended to sign. [Andreas] relies on the doctrine of non est factum and asserts that the disposition to [Telemachos] was void.*

38. In paragraph 7 he said:

*Alternatively, [Andreas] says that the transaction represents, in the circumstances, an unconscionable bargain and it liable to be set aside. Accordingly, the disposition to [Telemachos] is voidable.*

39. On 19 May 2017, Andreas made his first witness statement in these proceedings. With reference to the 2004 agreement<sup>7</sup>, he said in paragraph 10:

*I do not recall ever agreeing to the terms contained in that contract, or to signing such a document. The terms of that contract are completely one-sided in his favour. The document effectively states that I have to part with my share of the Property within 10 years, and I get nothing whatsoever in return for this. It is not an agreement I would ever have entered into.*

40. In paragraph 11 he said:

*I suspect that the reason Telemachos may have thought that I was indebted to him initially is because in the late 1990s/early 2000s, he carried out a number of construction works at the Property. However, I did not agree to those works or have any real knowledge of them ...*

41. With reference to the first transfer, he said in paragraph 13:

*To summarise therefore, I was never in debt to Telemachos and I have never signed an agreement transferring my share in the Property to him.*

42. In paragraph 17 he said:

*In any event, assuming the Tribunal finds that the signatures on the TR1 and ID1 are authentic (which for avoidance of doubt, I do not accept; I still believe the signature purporting to be mine was forged) I still do not know how or why or when I would have signed **these documents** (emphasis supplied). Again, I have never intended to transfer my share in the Property to Telemachos, and so I can only speculate that I was somehow tricked into signing the papers. For the avoidance of doubt, I did not sign the TR1 dated 10 July 2015, either on 10 July 2015 in the presence of Telemachos and Leile or at all.*

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<sup>7</sup> See paragraph 20 above.

*The entire case put forward by the Respondents in that regard is a fabrication.*

43. In paragraph 21 and 22 he said that Telemachos could have obtained his signature either during the meeting at Ahmed & Co or when visiting Andreas at number 28. He was tricked into signing. He believed that he was signing an authority so that he could obtain documents from the Bank of Cyprus.

44. On 12 January 2018, Andreas made a second witness statement. This was subsequent to the first abortive hearing. In paragraph 3 said:

*It is my position that the signature on the TRI dated 10 July 2017 (sic) is a "simulation". It is also my position that I did not sign the TRI dated 10 July 2017 (sic), however I have been advised to explain what I mean by this in order to avoid contradicting my statement of case and my first witness statement, and to avoid confusing the tribunal.*

45. In paragraph 4 he said:

*In my opinion, I cannot "sign" a document if I do not know what the document is. I can write my name on the document in a way which is very similar to the way that I would sign a cheque - however if it later turned out that I had been tricked into signing a document, the effect of which would be other than I had intended, then as far as I am concerned, I have not signed that document -the signature on that document is a "simulation".*

46. In paragraph 5 he said:

*I have been advised that on a semantic or legal level, the signature on a document is a signature no matter whether the signatory was tricked into signing or not. However, I will not describe such a document as a signed document - I will only refer to signature on such a document as being a "simulation"; it is not a genuine signature and the signature on that document is invalid.*

47. In paragraph 7 he said:

*I hope that the tribunal will understand that because of the above, I cannot give evidence at trial that I signed the TR1. I will not give false or dishonest evidence under oath, and consequently I cannot say that I signed a TR1 if I believe that signature to be a "simulation". I will say, however, that I must have been tricked by the Respondent into writing my name on the TR1 in a way which is similar to me signing the document.*

48. At the hearing, Andreas gave oral evidence for one hour 20 minutes on the first day, and for one hour on the second day. He denied that it was his signature on the 2004 agreement or the form TR1. When the relevant page of the first transfer was put to him in cross examination he said:

*I don't want to look at the signature. I am not interested in it.*

49. When it was put to him that he had told Judge Michelle that he had signed it he was evasive, but said it was not his signature.

50. In respect of the form ID1 he said

*I had nothing to do with a ID1 ... Of course it is not my signature ... I see a signature, I do not know what the document is.*

51. When it was put to him that he had told Judge Michell that it was his signature, he did not answer the question.

#### The respondents' evidence

52. The respondents rely upon a letter from Mr Lodge dated 26 October 2015 sent to the solicitor acting for the defendants in the number 28 proceedings. It states:

*A man called Tele came into our office in July 2015 stating that his parents required their identity to be certified by a solicitor. He was advised by Mr Anthony Lodge at our*

*offices, that his parents would need to come in person and subsequently they attended the office with Tele on 16 July 2015. Each parent produced an ID1 and their passports. Having explained to them that he was only verifying their identities he asked them if they knew the reason for the ID procedure. They said that they understood that they were going to transfer a property to their son. Mr Lodge completed section 2a, Section B of ID1 certifying the identity of Mr Andreas Constandas and Ms Avghi Constantas (sic), having checked the same against their passports. He also signed their photos as required.*

*A day or so later a bank telephone the office and requested confirmation that Mr Lodge had signed the ID1 for the parents, which was duly given.*

*We can confirm that the firm does not and has not acted for either the parents or the son in respect of any conveyance relating to any property.*

53. In a letter preceding this attendance note, dated 9 September 2015, Land Registry wrote to Andreas' then solicitors:

*... Our records show that when the [first] transfer was lodged for registration, we contacted Anthony Lodge at Ahmed & Co who confirmed that he did witness the signatures of the transferors;*

54. The respondents' statement of case is dated 20 September 2016<sup>8</sup>. Paragraph 2B) states:

*That the signatures of the TR1 and ID1 forms are those of the applicant and that they are not forgeries. also that the signatures on [the 2004 agreement] are those of the Applicant.*

55. In paragraph 3D) it is stated:

*Both Andreas and Avghi ... attended a solicitor's office, and did complete the ID1*

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<sup>8</sup> The extracts from the respondents' documents contain grammatical errors which I have not attempted to correct. The respondents also provided an amended statement of case dated 25 November 2016.

*forms.*

56. In paragraph 3S) it is stated:

*the truth is that Andrea's owned in excess of 28 estates and properties ...*

57. On 19 August 2016, Avghi made a witness statement. In paragraph 2) she said:

*On 10.07.2015 Tele came to see me, he said that his father Andreas was ready to sign the property transfer documents, he said that his father wanted me to sign the TR1 forms. I signed the forms. I signed the forms. I signed the forms in my living room on the ground floor at my home.*

58. In respect of the attendance at the offices of Ahmed & Co on 16 July 2015, she said in paragraph 5):

*I could not walk up the stairs, The Solicitor came down and spoke to Andrea's and Myself. The solicitor went through the forms, and explained their contents to us, He said that on Completing the ID1-Forms that we were agreeing to transfer the Property Number 10 Agincourt rd nw3 2pd to the person named on the ID1-form IE, Telemachos<sup>9</sup> ..., we said that he is our son.*

*The solicitor said that he will not be getting involved in any conveyancing work for us. I said that it was a family matter, and that we did not need a conveyancing service. The solicitor asked us if we wanted to proceed?, We said yes.*

59. In paragraph 9) she confirmed that Andreas had signed the 2004 agreement.

60. On 24 August 2016, Telemachos made a witness statement. In paragraph 1) he said:

*On 02.09.2004 my father Andrea's and my mother avghi entered signed a £150.000*

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<sup>9</sup> This is incorrect, as Telemachos' name does not appear on the form ID1.



*remortgage loan agreement and a deed contractual agreement that was to be executed on the signing there of.*

61. In paragraph 12) he said:

*Andreas wanted me to assist him and latter also, to acquire documentation from the Bank of Cyprus that he believed would proof his claim<sup>10</sup>.*

62. In paragraph 13) he said:

*Andrea's, then agreed that if I do not pursue him for damages, He will cooperate with the transfer of his one third share to me.*

63. In paragraph 14 he said:

*On 10.07.2015 - Avghi and Andreas, signed the TRI forms Andreas insisted that Avghi sign the TRI form First.*

*I went to avghi home, Avghi signed the TRI form in the Her living room at her home, Leile witnessed Avghi signing the TRI.*

*Then Leile and I went to Andrea's home. Andrea's signed the TRI forms on the dining table, which is Located in the basement siting room. Leile witnessed Andreas signing the TRI Form.*

64. In paragraph 15 he said:

*On 16.07.2015 Andrea's came looking for me at avghi,s home,*

*... Andreas asked me to assist him in getting a document for The bank of Cyprus*

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<sup>10</sup> This was a reference to the number 28 proceedings.

*... I asked him to make an appointment with his Lawyer, and that Once we have completed the transfer, I will assist him.*

*... We met with avghi outside the lawyer's office, Ahmed & Co. Andreas and Avghi discussed the matter, and we went into the Lawyer's office The lawyer had a chat with both of them, and checked that they Are aware of what they were entering into in to by completing The ID1 Proses. That it was a property transfer in favour of Telemachos... He asked them if they wanted to proceed. They said yes.*

*The lawyer explained that he was not getting involved in the Conveyancing, and that he was only completing the ID1 proses For them.*

65. In his oral evidence, Telemachos said that Andreas owed him a fortune which led to the entering into of the 2004 agreement. The house had substantial problems, at one time the builders went bankrupt and he had spent a considerable amount of money on it.
66. Relations between father and son were very bad. He said that Andreas hated women and had called him "An Arab". Telemachos said that he would teach him a lesson, and that is why he made the second transfer to Leile.
67. On 29 September 2016, Leile made a witness statement. She confirmed that she had witnessed Andreas' signature on the 2004 agreement (although she refers to it as two documents). Avghi had signed first in the ground floor living room of the house<sup>11</sup>. Leile and Telemachos then went to number 28. Andreas signed both documents in the basement dining room. She witnessed his signature. On 10 July 2015, she went to the house with Telemachos, where Andreas signed the TR1 form. He was seated in the basement dining room and read through the form before he signed it. On 16 July 2015, she went to the offices of a lawyer where she witnessed Andreas sign the ID1 form<sup>12</sup>.
68. Finally, the respondents relied upon a series of transcripts of recorded conversations or purported conversations between Andreas and Telemachos translated from Greek into

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<sup>11</sup> This seems unlikely as Avghi's signature was witnessed by Menca McKenna, a solicitor.

<sup>12</sup> Leile's signature does not appear on the ID1 form, but she may have used the word "witness" in a looser form.

English. The transcription appears to have been carried out by Lingvo House Translation Services Ltd “(Lingvo)”. The relevant parts of the transcripts are as follows.

69. *Andreas: well it’s already been Transferred over to you.  
ell it’s already been signed over to you. The*

70. In his oral evidence, Telemachos said that this was a reference to the first transfer.

71. In recording one, dated 17 April 2017, there is the following exchange:

*Telemachos: So why did you sign it*

*Andreas: Because I knew it was stupide*

*Telemachos: But why did you sign it  
Why did you Sign it, why did you sign the contract?*

*Andreas: I knew it was stupide*

72. In his oral evidence, Telemachos says this was a reference to the 2004 agreement.

73. In video recording two, dated 12 February 2017, there is a following exchange:

*Telemachos: Did you tell Leondis that you gave me money?  
Or, that you did a transfer to me with my mother?*

*Andreas: Yes.*

74. This must be a reference to the first transfer.

75. In a very astute cross examination, Ms Gray showed that there were a number of spelling mistakes in the transcripts some of which were identical to spelling mistakes

made by Telemachos in documents prepared by him<sup>13</sup>. Ms Gray submitted that I should find that the transcripts had been fabricated by Telemachos.

## Discussion

76. Save in respect of the transcripts, I have no hesitation whatsoever in preferring the evidence of the respondents to that of Andreas. Primarily, this because I find that Andreas lacks any credibility. Secondly, this is because of the expert evidence which supports my finding. I would have reached the same conclusion even if had been no expert evidence.
77. There are two reasons why I find that Andreas lacks any credibility. The first is the way in which he has repeatedly changed his case. Having had the benefit of seeing him in a witness box for two hours 20 minutes I am satisfied that he is a highly intelligent man still with all his faculties. He commenced the first application on the basis of his statutory declaration dated 9 October 2015. He said in that that he had no knowledge of his signature at all on the form TR1 and could only assume it was a forgery. “Forgery” in that context could only mean forgery. It could not possibly mean a signature which had been applied without a proper understanding of the document.
78. In his amended statement of case he withdrew the allegation of forgery, relying instead on non est factum and an unconscionable bargain. Yet in his subsequent first witness statement he said he had never signed the first transfer, and he still believed that the signature purporting to be his was forged.
79. In his second witness statement, Andreas developed a new argument. He still maintained that he had not signed the form TR1 (this was completely at odds with his amended statement of case), but if he had done it was what he described as a

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<sup>13</sup> “Don’t wary” instead of “worry” at pages 4 and 16 of the transcript bundle; “when you singed” instead of “signed” at page 10 of the transcript bundle, which compares with Telemachos writing “you can sing” instead of “sign” at page 175 of the trial bundle, likewise “will sing” at page 512 of the trial bundle and “he did not sing anything” at page 517 of the trial bundle; “witch truth” instead of “which” at page 13 of the transcript bundle, which compares with Telemachos writing “of witch Andreas” at page 40 of the trial bundle; “a falls document” instead of “false” at page 25 of the transcript bundle, which compares with Telemachos writing “Day before falls assault climes” instead of “false” at page 52 of the trial bundle; “you are stupide” instead of “stupid” at page 20 of the transcript bundle.

“simulation” because he had been tricked into signing it. He would be giving dishonest evidence if he said he had signed a document when it was a “simulation”. I regard this explanation as disingenuous sophistry.

80. The second reason why I find that Andreas lacks credibility is the manner in which he gave his evidence. In short, he played the buffoon, refusing to look at the signature on the form TR1 and claiming the voice on the transcription sounded to him like an Indian voice.
81. I accept Telemachos’ evidence that he had spent a considerable amount of money on the house. I accept the respondents’ evidence that Andreas signed the 2004 agreement. I am satisfied that Andreas executed the first transfer on 10 July 2015 knowing full well that Avghi and he were transferring the house to Telemachos. I am also satisfied that Andreas went to Ahmed & Co with Telemachos and Avghi on 16 July 2015 knowing that this was in order to have his identity checked.
82. Insofar as there is a difference of recollection between Mr Lodge in his letter dated 26 October 2015 and Mr Sharp in his attendance note dated 22nd September 2015, I prefer the account given by Mr Lodge. However, Mr Lodge is mistaken in saying that it was the bank who telephoned a day or so later to request confirmation that he had signed the certificate on the form ID1. There was no need for a bank to be involved this transaction at all. Anyone signing the certificate would see that it was a Land Registry document. I think that Mr Lodge was confusing the bank with Land Registry, which confirms in its letter dated 9 September 2015 that it contacted Mr Lodge who confirmed that he did witness the signatures of the transferors.
83. Mr Lodge was also mistaken in saying that did not really think the certificate was anything to do with a transfer of property. The form ID1 makes it quite clear that the form is being completed for the benefit of Land Registry.
84. I have had more difficulty deciding whether the transcriptions are of genuine conversations. Ms Gray’s cross examination has led me to consider this anxiously. The transcription contains the spelling errors set out in the footnote to paragraph 79 above.

In addition, many of the lines begin with a capital letter even though there is no full stop at the end of the line before. This mirrors the way in which Telemachos writes the documents he has prepared.

85. At the end of the respondents' evidence I directed that by 4.0 PM 30 March 2018 Telemachos was to produce to the tribunal and to Andreas a written statement from Lingvo confirming that the transcription and translation shown to the tribunal was prepared by Lingvo.
86. I had expected a witness statement with a statement of truth exhibiting the translated transcripts provided by Telemachos, and confirming that they were the documents produced by Lingvo.
87. Instead, what was produced was a letter written by Lingvo to Telemachos dated 21 March 2018 in which all that was confirmed was that, in August 2017, Telemachos had requested certain be translated from Greek and English as well as specifying the format he wanted presented. Subsidy, Telemachos had wanted some changes to the layout but did not affect the translation away.
88. Not only did this letter not make any reference to the transcripts shown to the tribunal, no explanation whatsoever was given as to the spelling mistakes which were identical in the transcripts and the documents prepared by Telemachos. After much consideration I have come to the view, on the balance of probabilities, that Telemachos has not demonstrated that the transcripts are genuine.
89. However, this does not affect my decision regarding the genuineness of the 2004 agreement, the first transfer and the form ID1. This is one of those not uncommon situations where witnesses on both sides are in some respects unsatisfactory. Telemachos has gilded the lily<sup>14</sup>.
90. In summary, Andreas executed the first transfer. The plea of non est factum fails as he

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<sup>14</sup> In the same way as in a criminal case an innocent person might put forward a false alibi.

knew what the document was. He signed the form ID1 knowing that it was to provide evidence of his identity with respect to the first transfer. The plea of an unconscionable bargain fails because Andreas was not suffering from any kind of vulnerability<sup>15</sup> and none of the respondents took advantage of him<sup>16</sup>. The second transfer is a valid transfer.

91. Since the hearing, Telemachos has sent the tribunal a number of disgraceful and intemperate letters criticising the manner in which Ms Gray conducted her case. I wish to put on record that Ms Gray said everything that could possibly be said on behalf of Andreas, and conducted the case with complete integrity.

### Conclusion

92. The first original application fails. I will therefore direct the chief land registrar to cancel the first original application.

93. The second original application succeeds. I will therefore direct the chief land registrar to give effect to the second original application.

94. Normally I would order that Andreas must pay the respondents' costs. However, because of the matters set out in paragraphs 88 and 91 there will be no order as to costs.

**Dated this 10th day of July 2018**

*Senior Bullard*



BY ORDER OF THE JUDGE OF THE PROPERTY CHAMBER OF THE FIRST-TIER  
TRIBUNAL

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<sup>15</sup> I accept Telemachos' evidence that Andreas owns other properties. It is not necessary for me to decide whether he owns as many as 28. I am satisfied from seeing him in the witness box that he does not lack any of his faculties.

<sup>16</sup> The law is set out in paragraphs 8.042 and following in Snell's Equity 33rd edition.

