

**IN THE COUNTY COURT AT
CENTRAL LONDON**

CLAIM NO. L10CL472

BETWEEN:

**51 DRAYCOTT PLACE
FREEHOLD LIMITED**

Claimant

And

**TARQUIN MANAGEMENT
LIMITED**

Defendant

THIRD WITNESS STATEMENT OF JASON KALLIS

I, Jason Kallis, a solicitor with Merali Beedle, of Vicarage House, 58-60 Kensington Church Street, London W8 4DB, will say as follows:

- 1 I am instructed to make this witness statement on behalf of the Claimant (and its representatives) having acted for those in control of the Claimant company throughout the enfranchisement process. I make the statement from my own knowledge and experience, save where I indicate to the contrary. This statement is made in response to the application to set aside, made by the Defendant on 17 April 2025.
- 2 The Court is asked to consider the content of this statement in response to any claim for costs in relation to the application to set aside made by the defendant concerning vesting

order made on 12 February 2025, and any considerations it may need to take into account when deciding the urgency of making a Vesting order on 15 August 2025.

- 3 The notice of the hearing on 12 February 2025 was sent to the claimant one day before the hearing itself. The claimant considered it necessary to continue as it had been waiting for the hearing to be listed for in excess of six months. Further, the Vesting order was required as a result of the defendant refusing to sign a transfer deed approved by the First Tier Tribunal Property Chamber ("FTT") in the related enfranchisement award dated 5 March 2024.

Grounds for setting aside

- 4 The claim for a Vesting Order was issued on 14 June 2024 (after the Claimant made 2 approaches to get the Defendant to sign a Transfer Deed; with no response). A Vesting Order hearing was finally listed for 12 February 2025, pursuant to an order dated 7 February 2025 - a very short period of notice indeed, given that the 7th was a Friday (the Claimant does not know the date of posting).
- 5 The Defendant did not attend the hearing on 12 February 2025, and the Court proceeded in its absence, making a vesting order on that day but only drawn up on 2 April 2025;
- 6 By an application dated 17 April 2025 having apparently received it on 8 April 2025. The reasons given for setting aside the order are: (1) D did not receive the claim form (2) D was not notified of the hearing on 12 February 2025 (3) the order was obtained based on false allegations.
- 7 The Defendant's application appears to be made under CPR r.3.1(2) and (7). It has been held that this rule can be relied upon in situations analogous to CPR r.39.3(3) where the hearing is not strictly a trial, but does involve final disposal of the claim. The relevant principles are set out at CPR r.39.3(5): (a) the applicant acted promptly (b) the applicant had a good reason for not attending (c) the applicant has a reasonable prospect of success at trial.

Grounds (a) and (b) under Rule 39.3 (5)

- 8 In respect of grounds (a) and (b) it's not conceded that the claim or the notice of hearing (12 February 2025) were not served properly, or that the Defendant acted promptly given the Trial Bundle was served on 12 February 2025.
- 9 The address used for service in the claim form is correct in that it is the address that was always used by the landlord to communicate from and where meetings concerning the Property were held/proposed to be held (letters bearing this address were sent by the Defendant after proceedings were issued and the notice of hearing was served- See the documents referred to in my previous statement (my second statement appended an example letter together with an office copy entry of the land registry title to the property which shows at all material times the controlling mind of the Defendant company still owned the property at this address).
- 10 Further, whilst the Defendant's applied to change the registered address on 13 June 2024, that was the day that the Claim was issued, and notice of the change was not seen or received by the Claimant on that day in any event (albeit this is not a requirement as the address used was a place of business used by the Defendant company with a real connection to the dispute in any event, as per CPR 6.9 (2)).
- 11 Whilst it is alleged within the application to set aside that there was an agreement that service would always be by email, that was only in respect of the enfranchisement proceedings. A bricks and mortar address was used for the service of the Vesting Order originating application, to avoid any issues with regard to service and because the claimant wished to leave the service of a claim form to the court, to be efficient and save costs.
- 12 Whilst the Defendant argues proceedings and notice of hearing should have been served via an email address, such that, presumably, the current application would not be required - it also argues that this email address was fallible as when the Trial Bundle was served at that address the email went to junk mail and was not seen until a month later (see page 1 of JK3 attached, vindicating the decision to issue using a physical address.

- 13 Indeed, the trial bundle was received a long time ago (purely because that was practicable and prudent given the short notice of hearing) and the Defendant has still not made out any claim to suggest why the Vesting Order should not be made.

Ground (c) under Rule 39.3 (5)

- 14 There are no known bases for the Defendant having a real prospect for success at trial of which the Claimant is aware. There is nothing in the Application to Set Aside confirming its position on this aspect.
- 15 The Defendant did attempt to obtain leave to appeal (see page 2 of JK3), but that application was made over 2 months after the time limit to seek leave expired and was we believe improperly filed (so the application was, it is believed, to be ineffective and in any event no permission to appeal has as far as we know been granted; we have not been notified of any application for permission being made to the Upper Tribunal either). Indeed, as far as we are aware the Defendant has not followed up or sought any clarification about that application since it was in correctly filed out of time over a year ago.
- 16 Whilst it is considered that the claimant does not have to agree to the setting aside of the order made on 12 February 2025 in the interests of natural justice the application is conceded due to the short notice of hearing.
- 17 It is difficult to understand on what basis the Defendant would say it has reasonable prospects of successfully defending the claim, given that the FTT have already determined that the Claimant is entitled to a vesting order, particularly because leave to appeal has not been obtained from either the first Tier Upper Tier of the Property Chamber.

Urgency and the Conduct of the Defendant

- 18 The urgency of the vesting order is related to the conduct of the Defendant, referred to in my previous statements, and the skeleton argument filed on the 12th February 2025. The disrepair at this property has been serious (leading to a recent ceiling collapse) and ongoing since 2016, and amidst that the Defendant has been willing to allow a tenant (a

short term tenancy let by the controlling mind of the Defendant, Mr Mario Angiolini) to remain in possession of a flat within the building despite two police raids investigating a serious drug dealing operation (see page 3 of JK3 onwards for further details of that, and why the statements regarding the Defendants conduct in relation to those incidents are not false, as appears to been alleged, along with the content of my first two witness statements).

- 19 As the Defendant has been served properly, has had the Trial Bundle since February 2025, and has made out no case on why a vesting order should not be made (such that it has no real prospect of defending the vesting order claim), the court is asked to make the vesting order and award associated costs (in the Claimants favour).

Statement of Truth

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed:

A handwritten signature in black ink, appearing to be 'Jason Kallis', written over a horizontal line.

Jason Kallis

Dated: 7 August 2025

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EXHIBIT JK2

This is the exhibit referred to in the witness statement of Jason Kallis as being marked Exhibit JK3

Signed



Jason Kallis

Dated: 7 August 2025

