Subject: [DPS:4I:51DR001/001:E] RE: L10CL472 — Clarification on consent to set aside
From: Jason Kallis <jkallis@meralibeedle.com>
Date: 29/08/2025, 18:48
Attachments: ForwardedMessage.eml (24.29 KB), ForwardedMessage.eml (63.19 KB), First Witness statement of John Galani fv.pdf (229.14 KB), 3rd witness statement of Jason Kallis fv.pdf (162.62 KB), Jk3_07082025103250.PDF (4.27 MB)
To: Tarquin Management Ltd <51DP@davylondon.net>
Cc: Sibel Erdem <sibelerdem@erdemhukuk.com>, Pınar Erdem <pinarerdem@erdemhukuk.com>, Erdem Bahadır <bahadirerdem@erdemhukuk.com>, John Galani <john@galani.com>, Galani GB Karolina <karolina@galani.com>, Galvin Dominic <dgalvin@c-sr.com>

Dear Sirs

We have set out our position out on your application in our Mr Kallis' witness statement, see attached. We are contesting the application based on the fact that the hearing was called at the last moment, and that was neither the Claimant's fault, nor should they be blamed to want to finish a process that started some 3 years ago, in all the circumstances of this case. All the other points have not been satisfied, in our submission. In addition given you act for yourself and have not proven most of your application we do not consider any costs should be paid.

In short:

1 All the terms referred to the Tribunal in dispute were resolved by the Tribunal. The TR1 terms were examined at the final hearing and determined by the Tribunal. The form sent to you is the form the Tribunal decided should be used. The ongoing breaches by flat 3 (as alleged but not agreed), and the service charge issues are to be dealt with by way of the indemnity in the TR1. That was the Tribunal's decision. You would know this if you had read the correspondence in this case (see just for example the submissions in the first email attached sent nearly 18 months ago to the Tribunal).

2 The increased ground rent does not increase the premium as the deed you refer to was never registered, and is to our mind a sham. That was taken into account by the Tribunal at the hearing.

3 The four cellars/alcove were all looked at in detail by the Tribunal, and taken into account during the valuation process. That's why the premium we asked for was increased slightly (not to hundreds of thousands of pounds, as those units are not valuable, and the Tribunal decided what they were worth (if anything).

4 In terms of the ground rent regarding the calculation, I would say that this is agreed – or at least the Claimant / Applicant has formally accepted a slight increase under the slip rule, as per the second email attached. That much is not something that cannot be dealt with by agreement, or indeed, by the county court if both parties agree the increase.

We have already set out my position on what you call "unproven allegations" in a witness statement, as supported by Mr Galani (see attached). In short, on a balance of probabilities, we consider the events at this property amount to evidence of drug dealing, and subsequent police raids, and the continued presence of Russell in Flat 2, at your behest, means that this application and the enfranchisement is urgent.

Further, the next hearing is now 90 minutes long, and you have had notice of it for a long time.

What would be the easiest way forward here? To allow the enfranchisement, for a slightly

increased premium as per our Mr Kallis' attached email to the Tribuanal 9as you say such matters can still be agreed by the parties), and then resolve the service charge issues at the Tribunal after the transfer, to be enforced under the said indemnity. We note that despite requests Mr Angiolini has still not confirmed if he himself has paid service charges, and that too is in question.

Ultimately, we do not consider you wish to find the easiest way forward, as was your stated intention many years ago.

We reserve the right to draw this email to the Court's attention at the hearing.

Kind regards

Jason Kallis

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IMPORTANT: We have become aware of fraudsters targeting other law firms and their clients. Please note that our client account details have recently changed. If you receive an email requesting that you direct money to us, please confirm the bank details with us.

From: Tarquin Management Ltd <51DP@davylondon.net>
Sent: Friday, August 29, 2025 1:36 PM
To: Jason Kallis <jkallis@meralibeedle.com>
Cc: Sibel Erdem <sibelerdem@erdemhukuk.com>; Pınar Erdem <pinarerdem@erdemhukuk.com>; Erdem Bahadır <bahadirerdem@erdemhukuk.com>; John Galani <john@galani.com>; Galani GB Karolina <karolina@galani.com>; Galvin Dominic <dgalvin@c-sr.com>
Subject: L10CL472 — Clarification on consent to set aside

Dear Mr Kallis,

We note that in your series of emails between 6 and 22 August, seeking to recast the set-aside hearing as a final disposal, you have not expressly stated whether the Claimants now accept that the conditions in CPR 39.3(5) are satisfied. The Court's jurisdiction to set aside the 12 February order arises only if those conditions are met. We set out in detail, in our email of 28 July 2025 to you and your clients, how each condition is fulfilled. Your response sent on 6 Aug seems to ignore that analysis.

Please now confirm the Claimants' position:

1. Do the Claimants now accept that each of the conditions in CPR 39.3(5) is fulfilled, such that the Court has discretion to set aside?

2. If not, is it still the Claimants' position that the conditions are not met and that our set-aside application should be opposed?

If the Claimants do not accept that the conditions are met, then the Court must first determine our application at the next hearing before any question of substantive directions arises.

Yours faithfully,

Davy Thielens

for and on behalf of Tarquin Management Ltd

Attachments:

ForwardedMessage.eml	35.1 kB
ForwardedMessage.eml	87.6 kB
First Witness statement of John Galani fv.pdf	229 kB
3rd witness statement of Jason Kallis fv.pdf	163 kB
Jk3_07082025103250.PDF	4.3 MB