Neutral Citation Number: [2022] EWHC 1492 (QB)

Case No: QB-2021-004502

IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 14/06/2022

Before:

MR JUSTICE JACOBS

- -

Between:

Paddington Garden Company One Limited

Claimant

- and -

(1) Mohammed Ali Abbas Rasool
(2) Persons Unknown

Defendants

- -
- -

Terry Gallivan (instructed by **Clarke Willmott**) for the **Claimant**
Simon Farrell QC and **Ella Crine** (instructed by **DBT & Partners** and **Brabners LLP**) for the **Defendants**

Hearing dates: 29th April 2022 and 14th June 2022

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Approved Judgment

I direct that pursuant to CPR PD 39A para 6.1 no official shorthand note shall be taken of this Judgment and that copies of this version as handed down may be treated as authentic.

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Mr Justice Jacobs:

A: Introduction and overview

1. This is an application by Paddington Garden Company One Limited ("Paddington") to commit the First Defendant ("Mr Rasool") for contempt of court and for an extended civil restraint order ("CRO") against him.

2. The contempt application is put on the basis that Mr Rasool knowingly made false statements in various documents verified by a statement of truth. In a witness statement served on 19 April 2022, shortly before the hearing on 29 April 2022, Mr Rasool accepted that there were a large number of false statements in the relevant documents. That acknowledgment was reiterated by counsel who acted on his behalf, Mr Simon Farrell QC, at the start of the hearing. Mr Farrell also acknowledged the seriousness of these false statements. The application for an extended CRO is made on the basis that the application made by Mr Rasool for the continuation of an injunction against Paddington has already been dismissed (on 17 December 2021) on the basis of being totally without merit, and that it can now be seen that the applications which give rise to the contempt proceedings were also totally without merit.

3. In broad terms, it is alleged by Paddington that Mr Rasool made 5 dishonest without notice applications to the High Court for interim mandatory injunctions requiring that he be permitted to re-enter certain properties in London. Some of these without notice applications led to orders made in his favour, and some of them resulted in further proceedings where, at least for a time, Mr Rasool maintained the case advanced on the without notice application. The 5 applications related to four properties and four different landlords (identified below) who were defendants to the applications. These were:

    i) Flat 54, Princes Court, 88 Brompton Road, London SW3 1ET: Amjad Yassawi;

    ii) 395 Oxford Street, London W1C 2JX: Lonpane Investments Limited ("Lonpane");

    iii) Flat 10, Bloomfield Court, Bourdon Street, Mayfair, London W1K 3PU: Proud Honour Ltd ("Proud Honour"); and

    iv) 406 Betula House, Paddington Gardens, North Wharf Road, London W2 1DT: Paddington.

4. The 5 without notice injunction applications were made during the period between 9 June 2021 and 29 November 2021. The claim which formed the basis for these applications was that Mr Rasool and his sister had been tenants and occupiers of each of the premises for some time, but they had been unlawfully evicted by the respective landlords and should therefore be permitted to re-enter, and their enjoyment of the properties should not be interfered with. The basis of the committal application is that these claims were fictitious. Paddington says that neither Mr Rasool nor his sister were tenants or occupiers of any of the properties at the material time. Paddington contends that Mr Rasool's evidence was entirely false and he deliberately and persistently misled the court. By these means, Mr Rasool obtained 3 injunctions from the court and – in the

case of the Betula House property owned by Paddington – secured possession of the property.

5. It is now apparent, and to a large extent accepted by Mr Rasool, that the case advanced in relation to all 4 properties was not and could not be true. This is because the basis of the claim was that Mr Rasool was simultaneously living at each of the 4 properties, and had been evicted from each property in broadly similar circumstances, in some cases on precisely the same date. Thus:

   i) *Princes Court:* The case advanced to Mellor J, in a successful out of hours without notice application on 9 June 2021, was that Mr Rasool had been in the property since February 2000. There were unlawful evictions because the landlord had then changed the locks on 6 and 9 June 2021.

   ii) *395 Oxford Street:* The case advanced to Calver J in a successful out of hours without notice application on 30 June 2021 was that Mr Rasool had been in the property since February 2000. He and his family had been at the property "for all my life". The unlawful evictions had been on 6 June 2021 and again on 30 June 2021, when the landlord changed the locks.

   iii) *Bloomfield Court*: An application was made to Pepperall J on 26 July 2021. The application was effectively without notice, because (as the judge's order dated 26 July 2021 makes clear) it had not been served on Proud Honour. The application was unsuccessful at that stage, and also when the matter came back (pursuant to the order of Pepperall J) before Kerr J on 2 August 2021. The case advanced, in a witness statement dated 22 July 2021, was that Mr Rasool had a tenancy commencing on 10 September 2020, and that he had been at the property "for over 9 months and all my neighbours are aware that I am trustworthy and responsible". The locks of the premises were changed on 20 July 2021. In a later witness statement, provided to the court by e-mail from Mr Rasool on 4 August 2021 (subsequent to the hearing before Kerr J), the case advanced was that Mr Rasool had been at the property since 10 September 2020, and that there were two evictions: on 6 June 2021 and 30 July 2021.

   iv) *Betula House (1):* An unsuccessful without notice application was made to Foster J on 12 November 2021. The case advanced was that Mr Rasool had been living at the property since 10 December 2019. There had been two evictions, on 6 and 12 November 2021.

   v) *Betula House (2):* A further, successful, without notice application was made to Julian Knowles J on 29 November 2021. The case advanced, again, was that he had been at the property since 10 December 2019. There had been two evictions, the first on 6 November 2021 and the second alleged (at different parts of the witness statement) on 12 and 29 November 2021.

6. Although it is now clear that all of these statements could not be true, this was not apparent to any of the judges who were asked to grant injunctive relief, and in 3 cases did so. This is because none of the judges was aware that there had been a sequence of applications relating to different properties. Indeed, Julian Knowles J was not told that there had been an unsuccessful application made to Foster J less than 3 weeks earlier in respect of the Betula House property.

7. As described below, neither of the earlier cases where injunctions had been granted (Princes Court and 395 Oxford Street) progressed to a contested *inter partes* hearing. By contrast, the (originally) successful application concerning Betula House did result in a contested hearing held on 17 December 2021. My judgment ([2021] EWHC 3633 (QB) ("my earlier judgment")) explains the background to that hearing, and the reasons for discharging the injunction granted on 29 November 2021 and for granting possession of the Betula House flat to Paddington.

8. By the time of that hearing, the existence of the earlier proceedings had come to light, as explained in paragraphs [9] – [11] of my earlier judgment. I had made orders which invited Mr Rasool to provide an explanation as to how it was that in the Betula House proceedings he was alleging occupation of a property for a period of at least two years, whereas in proceedings earlier in 2021 he had alleged that he and his sister occupied two different properties during the same time period. As described in paragraph [11] of my earlier judgment, Mr Rasool's explanation (in a witness statement signed by him with a statement of truth and provided to the court shortly before the 17 December 2021 hearing) was that he had not personally been in occupation of either 395 Oxford Street or Bloomfield Court. The former was occupied by his sister and the latter by his cousin. His witness statement stated:

> "[4] I sincerely apologise to the Court for the error in stating that I occupied the other two properties. Although I am the tenant of the other two properties, it is only this property at Bethula that I reside in and have been unlawfully evicted from.
>
> …
>
> [9] I honestly and very naively thought that by explaining about the eviction happening to me, it would be easier for the Court to proceed. I did not want to involve my sister and cousin and thought it best to act on their behalves to secure the properties for them".

9. Mr Rasool's case advanced on the present application is that his witness statement served on 17 December 2021 was itself almost entirely inaccurate. Indeed, his case is now really the complete opposite of the case advanced at that hearing. He accepts that it was untrue to say that he had been living in Betula House for a period of 2 years. In his oral evidence at the hearing of the present committal application, he acknowledged that he had only moved into the property as a result of the order which Julian Knowles J had granted. In addition, he says that it was untrue to say that he had not been living in Oxford Street: he had in fact moved into the Oxford Street property on around 14 June 2021 until being evicted on 30 June 2021. He also accepts that Oxford Street was not occupied by his sister, and that Bloomfield Court was not occupied by his unnamed cousin.

B: The contempt proceedings

10. Following my oral judgment on the substantive issues on 17 December 2021, I raised the question of possible contempt proceedings, as a result of my concerns at what had been said in the sequence of applications. Mr Gallivan, who appeared on that occasion

for Paddington, and has appeared subsequently on the present application, had submitted that a CRO was appropriate.

11. Pursuant to directions which I gave at the conclusion of the hearing, Paddington made an application (on 13 January 2022) for permission to commit Mr Rasool and for a CRO. It is not necessary to describe the somewhat protracted course that the proceedings then took. It suffices to say that Mr Rasool, despite being served with the relevant papers on a number of occasions, did not engage with the proceedings until a very late stage. Since the contempt application falls within CPR 81.3 (5), permission to make the application was required. I granted such permission on 25 February 2022, and the hearing was fixed for 4 April 2022. The case was listed before Linden J on that day, but Mr Rasool alleged that he was ill. Linden J made an order which, among other things, adjourned the case until 12 April 2022. Following that order, Mr Rasool instructed solicitors and counsel in relation to the application, and there was a further adjournment to 29 April 2022, when the matter was listed before me.

12. Prior to the hearing, Mr Rasool served a 14 page witness statement dated 19 April 2022, together with a supporting exhibit. As previously described, this acknowledged various inaccuracies in the witness statements and related materials which had been served in relation to the applications for all the properties, apart from Princes Court (the first property). These were on any view significant inaccuracies, concerning the period of time that Mr Rasool was alleged to have been living at the properties and the details of the evictions that had taken place. The admissions did not – even in relation to the properties other than Princes Court – encompass the full width of the contempts which had been alleged by Paddington in Section 12 of Form N600, i.e. the document which set out the facts alleged to constitute the contempt.

13. At the start of the hearing, Mr Farrell submitted that in the light of the admissions made, it was not necessary for there to be a further factual investigation: the serious nature of the inaccuracies admitted would be sufficient for the court to decide the appropriate sentence, and an investigation into the full detail was not required. He drew the analogy with a basis of plea in criminal proceedings, where a criminal court will sometimes form the view that it is not necessary to hold a *Newton* hearing into further disputed facts, because that will not have a material effect on the appropriate sentence. He also sought some time in order to discuss matters with his client. I indicated that in order to decide whether any further investigation was required, I would need to understand exactly what admissions were being made.

14. Following an adjournment, Mr Farrell on behalf of Mr Rasool identified the admissions made. These were essentially those contained in Mr Rasool's 19 April 2022 witness statement. I indicated, however, that I considered that there were two particular areas which would need to be explored in evidence (if Mr Rasool chose to give evidence) in order that I could be in a position to decide the appropriate sentence.

15. The first area was the question of whether there were in fact any genuine tenancy agreements between the various landlords, including Paddington, and Mr Rasool, which entitled Mr Rasool to occupy each property at the time of each application. The substance of Mr Rasool's case, in his 19 April 2022 witness statement, was that he had made some mistakes in relation to dates and the details of the evictions, but that he nevertheless did have valid tenancy agreements with all of the landlords; and that the mistakes as to dates and details were the result of poor work by the various counsel who

had been instructed on his behalf. The contempt application, however, alleged that there were no valid subsisting tenancy agreements in relation to any of the properties. In particular, in relation to Betula House where Paddington was the landlord, Mr Rasool had produced a tenancy agreement which Paddington had never in fact made. There was therefore a question as to whether he was in fact living at any of the properties concerned. It seemed to me that this was an area which needed to be examined in evidence.

16. The second area was narrower in scope. It concerned a signed but undated witness statement relating to Bloomfield Court (Proud Honour). This appeared to be a statement signed by Mr Rasool. In his 19 April 2022 witness statement, Mr Rasool said that the relevant facts in this witness statement were "totally inaccurate". He said, however, that the signature on the statement was not his signature. He was not aware of this statement or when it was submitted.

17. In the course of Mr Farrell's submissions at the start of the hearing, I had drawn his attention to the documents in the hearing bundle which showed that this witness statement had in fact been submitted to Kerr J under cover of an e-mail dated 4 August 2021. The e-mail purported to come from Mr Rasool at an ali321@hotmail.co.uk e-mail address, and it was clear that the clerk to Kerr J understood that it had come from Mr Rasool. I indicated that the question of whether this e-mail and the attached witness statement had been sent by Mr Rasool was another matter that should be explored, if Mr Rasool chose to give evidence.

18. Mr Rasool was then called to give evidence. He affirmed the contents of his 19 April 2022 witness statement, and he was then cross-examined by Mr Gallivan. The focus of the cross-examination was principally upon the issues which I had identified, but it inevitably also covered some of the areas where admissions had already been made, since these were relevant both to Mr Rasool's credibility and to the issues under consideration. In the event, cross-examination and brief re-examination took the whole of the afternoon of 29 April 2022, and I adjourned the case until 14 June 2022 for submissions and sentence.

19. The only oral evidence given at the hearing came from Mr Rasool. However, Paddington had served a hearsay notice in respect of the two statements made by Mr Mohammed Nouri on behalf of Paddington dated 30 November 2021 and 7 December 2021. These statements were made following the Betula House injunction granted by Julian Knowles J. Paddington also served a hearsay notice in respect of two statements made by Mr Eshaghe Sakhai (the agent of Lonpane) dated 10 and 19 July 2021 in relation to the Proud Honour proceedings. It was accepted by Mr Farrell that, in these civil proceedings, this hearsay evidence was admissible, and that the relevant consideration was the weight to be attached to that evidence.

20. There were no hearsay statements in relation to the Princes Court and Bloomfield Court properties. This was because neither of the landlords had responded to those proceedings. There is no satisfactory evidence that they were ever in fact served by Mr Rasool with the relevant papers. Indeed, it is a constant feature of the applications made by Mr Rasool that undertakings, in particular to serve documents, were given but were not complied with. In relation to Princes Court, an injunction with a return date had been granted by Mellor J, but there is no evidence that Mr Yassawi (the relevant landlord) was served and there was never a return date hearing. In relation to

Bloomfield Court, the application for a without notice injunction was refused by Pepperall J, and then dismissed by Kerr J.

C: Mr Rasool as a witness

21. For reasons developed in detail below, I have no doubt that all of the applications were dishonest to the knowledge of Mr Rasool, and that they evidence the actions of a thoroughly dishonest individual. The false statements, which Mr Rasool admits to having made, were sufficient in themselves to lead to the obvious conclusion that Mr Rasool is not an individual whose evidence has any credibility, at least in the absence of corroboration by clear and undisputed contemporaneous documentation or evidence from independent witnesses. An honest individual could not have made the series of applications, and statements, which were made in the present proceedings as to where he was living at material times and the evictions that had taken place.

22. I have already described Mr Rasool's evidence, as to where he was living and the length of time in occupation, in the various applications made to the court. Quite obviously, these cannot all have been true. Indeed, Mr Rasool accepts that statements made in relation to Oxford Street, Bloomfield Court, and Betula House were not true.

23. The case advanced in Mr Rasool's 19 April 2022 witness statement as to where he was living in the course of 2021 was as follows. He maintained the truth of the statements made in relation to Princes Court. This was that he had been living at that property since February 2000. He said that he was living there until the locks were changed on 9 June 2021. In his oral evidence to me, however, he said that he had only moved into Princes Court during the pandemic and that he had been there since February 2021.

24. According to his 19 April 2022 witness statement he then stayed at a friend's house until 14 June 2021, when he went to Oxford Street. He accepted that it was not accurate to state (as he had stated to Calver J) that he had been residing in the property from February 2000. In fact, he did not begin residing in the property until 14 June 2021. On his current case, therefore, he had only been there for 16 days before making the late-night application to Calver J. However, that current case is itself wholly inconsistent with his 17 December 2021 witness statement, which made it clear that he had never lived at the Oxford Street property.

25. Mr Rasool's 19 April 2022 witness statement was not clear as to where he went to live after his alleged eviction from Oxford Street on 30 June 2021. His statement said that he was made homeless as a result of that eviction, that there were family members and friends residing at 10 Bloomfield Court, and that he could not get access to Betula House. It was therefore unclear from that evidence as to where he was living. But he had certainly not been living in Bloomfield Court for "over 9 months" as alleged in his witness statement dated 22 July 2021 which was placed before Pepperall J. Indeed, his 17 December 2021 witness statement also made it clear that he had never lived at Bloomfield Court.

26. I sought to understand from Mr Rasool, when he gave his oral evidence, where exactly he was living at this time. I drew his attention to the evidence which he had given, according to the very detailed judgment of the First-tier Tribunal (Property Chamber) dated 17 January 2022. That judgment concerned an application by the London Borough of Camden for a Banning Order under section 16 of the Housing and Planning

Act 2016. A Banning Order was made. This banned Mr Rasool from: letting housing in England; engaging in English letting agency work; and engaging in English property management work. For present purposes, the significant point is that Mr Rasool was cross-examined at a tribunal hearing on 3 August 2021 as to what his home address was. At that time, according to the judgment, he said that he was a director of 11 companies, and that they were all registered to the same address: 39 Beauchamp Place (London SW1). He also confirmed to the tribunal that this was his home address.

27. In his oral evidence to me, Mr Rasool disputed that he had given that address as his home address. He said that he had given 35 Beauchamp Place as his address, but (contrary to the finding in the judgment) he had been asked about his business address. In his oral evidence to me, he said that this (i.e. 39 Beauchamp Place) was not his home address.

28. I sought to understand where he was saying that he had been living in around August 2021, at the time when he had given evidence to the First-tier Tribunal. His evidence was that after his alleged eviction from Oxford Street, he lived with a friend in a house near Knightsbridge. This was at 183 Beauchamp Place. He initially said that he had lived there for about 2 months. But he then corrected himself, to say that it was actually 2 weeks or 2-3 weeks. He had then stayed in a hotel in High Street Kensington. This was for about 2 months, until the end of October 2021. He accepted that he had not started to live at Betula House until he obtained access as a result of the order of Julian Knowles J – although he maintained that he had had access to the property at some unspecified stage before then.

29. This evidence, taken as a whole, was not the evidence of a person who was telling the truth about where he was living. Indeed, none of it is consistent with any of the statements which were made in the various applications made to the court.

30. Mr Rasool's explanation for the inaccuracies in his various witness statements was that he had been let down by various barristers and another person (Mr Jamal Sahati) who had assisted him in connection with the various proceedings. They had drafted the documents which he had then in some cases signed, but usually if not invariably without reading what he had signed. The errors that were made were therefore not really his errors, but those of his advisers. He was critical of: Mr Tahir Ashraf at 5 Chancery Lane who had applied for and obtained the Oxford Street injunction; Mr Richard Hendron, who had been engaged in relation to the second Betula House injunction; Mr Stephen Wolf of Gatehouse Chambers, who had drafted the witness statement produced on 17 December 2021; and another individual (either a lawyer or paralegal, but with legal training) called Jamal Sahati, who had been responsible for the e-mail sent to Kerr J on 4 August 2021 in relation to Proud Honour. In his cross-examination, it was apparent that Mr Rasool really took no responsibility at all for any of the inaccuracies in the documents. It was only in re-examination that, after gentle prodding from Mr Farrell, Mr Rasool reluctantly accepted some sort of responsibility for what had been said.

31. I have no hesitation in rejecting this explanation. Mr Rasool is clearly an intelligent and calculating individual. The evidence indicates that he and his family have, at least in the past, had significant interests in various properties, including at least some of those which then gave rise to the various applications. I am also willing to accept, as Mr Rasool indicates in his 19 April 2022 statement, that this business was adversely affected by the pandemic, and that properties were lost to Mr Rasool and his family in

consequence. They also lost the Oxford Street property in circumstances described below. The applications were made in order to obtain access to and gain or regain control of valuable properties. I have no doubt that Mr Rasool fully appreciated the nature of the applications that he was making, and read and understood the documents which were submitted by him or on his behalf. By and large, these documents – particularly the witness statements – were short documents which told a simple and short story, and were not difficult to read. Mr Rasool's problem, in my view, is that they were full of lies, and Mr Rasool has therefore sought – completely unconvincingly in my view – to distance himself from them.

32. Furthermore, as will be apparent from what follows, important parts of Mr Rasool's evidence were inconsistent with the objective evidence in the form of contemporaneous documents. I also consider that documents produced by Mr Rasool in support of his case – very often produced belatedly and long after one would have expected them to be produced – can have no credence attached to them, and were generated in order to bolster his case.

33. I now turn to the particular properties, and the contempts which I find to have been proven to the requisite standard, namely so that I am sure. I deal with each property and application in turn.

D: 54 Princes Court, 88 Brompton Road, London

34. The first application in the sequence concerned 54 Princes Court. On 9 June 2021, Mr Rasool made a pre-action without notice application in the Chancery Division for a mandatory order to permit him and his sister to re-enter the premises that day, to provide them with keys, fobs and all other means necessary to access the property and prohibit any interference with access by them or their peaceful enjoyment. The named Respondent to the application was Amjad Yassawi.

35. The application was supported by a 3 page witness statement made by Mr Rasool and dated 9 June 2021 which was verified by a signed statement of truth. It gave the property as his address and stated that:

    i) He and his family had occupied the property since February 2000, for a period of over 21 years;

    ii) The property was currently occupied by him and his sister Wafa Mohammad Hasan A Alshammari. She was not named on the tenancy agreement dated 20 February 2021, but she was known to the landlord and in any event her presence was permitted by clause 3E of the tenancy agreement. This agreement was exhibited. It was an assured shorthold tenancy agreement for one year which was in a standard form with typed insertions of the details such as the address and the rent. These details were contained on page 5 of the document, where the insertion of Mr Rasool's name as the tenant was in a different font and much fainter than the rest of the text on that page. The signature page (page 20) contained signatures of Mr Rasool and the representative of managing agents. Close examination of the latter signature, however, shows the date of signature to be 18 July 2015, rather than a date referable to a tenancy commencing on 20 February 2021.

iii) Mr Rasool and his sister had been evicted on 6 June 2021 and again on 9 June 2021. His account of the evictions was that there had been a leak in the bathroom. He described the issue with plumbing as a chronic issue but one which was unconnected with the eviction. On 6 June 2021 the landlord's agent was carrying out remedial work in the bathroom. He and his sister were out and, on their return, they discovered that the locks had been changed and they could not get in. He rang the landlord's agent who could not give any reason for changing the locks but said he had left a spare key with the concierge to the building. They collected the key and let themselves in.

iv) He and his sister were in the flat on 7 June 2021 but not on 8 June 2021, as he was out of London and his sister was at a friend's house praying for the success of her chemotherapy. He exhibited two documents which appeared to evidence an appointment at the Royal Marsden hospital on 9 June 2021, although they did not show who was to attend this appointment.

v) He said that on 9 June 2021 the landlord had changed the locks again. His sister was currently at the hospital waiting to be able to go back into the flat but he was unable to get in. She urgently needed to get into the flat to rest and recuperate.

vi) He said that he had contacted the agent who said that he was awaiting instructions and refused to give Mr Rasool the new keys. Mr Rasool gave a figure for the monthly rent and said that they were up to date with their payments.

vii) He said that the eviction was unlawful and gave a cross undertaking in damages.

36. A hearing of the application took place before Mellor J on 9 June 2021 at which Mr Rasool was represented by Mr Nazar Mohammed of Counsel. The recitals show that Mellor J relied on the witness statement and the tenancy agreement in making his order, and that he was told that informal notice had been given by sending the draft order and the witness statement to Mr Yassawi by e-mail at the same time as they were sent to the court. The judge accepted the cross undertaking in damages and granted the application for the period to 4pm on 16 June 2021.

37. Mellor J also gave directions for service of the order by e-mail and required Mr Rasool to issue and serve the Claim Form and Particulars of Claim by 4.30pm on 14 June 2021. Mellor J also directed that the Claimant "must issue" an Application Notice returnable on 16 June 2021, seeking similar relief to that granted in the order.

38. Mr Rasool's evidence in his 19 April 2022 witness statement was that, despite the order of Mellor J, he was not given access to the property. He said, however, that no further action was taken to secure access to the property due to a lack of funds for legal fees and because he had no real understanding of contempt of court proceedings which could be brought against the landlord. He and his sister therefore "stayed at friends" for a few days until space was made at 395 Oxford Street. He also confirmed the accuracy of the material facts stated in his witness statement in support of the application.

39. In considering whether false statements were made in the 9 June 2021 witness statement, I am conscious that there has been no witness statement served by the

defendant to that application, Mr Yassawi. That is because Mr Rasool did not take the case forward, after having received the order of Mellor J. There is no evidence that the order was ever served. It is also clear that, contrary to the express direction in paragraph 5 of the order, Mr Rasool did not issue a Claim Form and Particulars of Claim by the 14 June 2021 deadline. Nor did Mr Rasool issue the Application Notice, returnable on 16 June 2021, as directed by the judge. This was the first of many failures by Mr Rasool to comply with clear directions of the court, or undertakings which he had given. I will not catalogue all of these in this judgment, but it suffices to say that this was a theme which continued through all of the applications. I reject Mr Rasool's explanation that a lack of funds prevented him from taking matters forward: he had available the services of direct access counsel who had obtained the injunction, and 3 weeks thereafter he engaged another direct access counsel to obtain the 395 Oxford Street injunction.

40. The most probable reason and (in my view) the only sensible reason that the matter was not taken forward was that Mr Rasool knew that he had no right to the injunction that he had obtained. It is a striking feature of the case that Mr Rasool did not produce – either to Mellor J or as an exhibit to his recent 19 April 2022 witness statement – any document which showed his entitlement to occupy the property as at June 2021. In any event, whether or not this was the reason for the lack of further action, I am sure that he had no such entitlement. Mr Rasool has not produced any documentation showing that he or his family were tenants of this property continually from 2000. He has not produced any credible document showing a tenancy subsisting as at June 2021. When, in the course of his evidence, he was shown the signature page of the tenancy agreement on which he had relied, he instantly saw the problem with the document: it contained a signature dated July 2015, and was therefore not consistent with the tenancy for which he contended. The different font and typeface of Mr Rasool's name on page 5 of the document also has no satisfactory explanation, bearing in mind that the rest of the details on that page are all in a consistent typeface (which differs from Mr Rasool's name).

41. In reaching the conclusion that Mr Rasool gave a false account in relation to this property (and specifically his entitlement to live there and his eviction), I also take into account the following, in addition to the general unreliability of Mr Rasool as a witness:

    i) Mr Rasool has given admittedly (and proven) false accounts in relation to the other properties with which I am concerned, and it is inherently probable that his account in relation to Princes Court was also false.

    ii) Mr Rasool made a clearly false statement in his witness statement that he had been in the property "since February 2000". Mr Farrell accepted, on the first morning of the hearing, that this was untrue. Mr Rasool's evidence in the witness box was that he only moved into the property in February 2021.

    iii) Mr Rasool failed to comply with the orders of Mellor J, for which no satisfactory explanation has been provided, and failed to progress the claim. The only sensible reason is, as I have said, that Mr Rasool knew that he had no right to the injunction that had been obtained.

42. Accordingly, I consider that the contempts alleged by Paddington in paragraph 1 of the application have been proved.

E: 395 Oxford Street, London

43. On 30 June 2021, Mr Rasool made an out of hours application without notice to re-enter 395 Oxford Street in London. The evidence before the court now indicates that 395 Oxford Street are premises known as Gilbert Court situated at 395/397 Oxford Street, where there are 11 flats, numbered 1-11. Mr Rasool's 19 April 2022 witness statement exhibits an underlease concluded on 2 October 2000 between the landlord, Lonpane Ltd, and Highferry Estates Ltd. The latter was a company connected with the Rasool family: Mr Rasool said that it was his father's company. Mr Rasool accepted that that lease included Flat 2, where Mr Rasool now claims that he was living for a short period between 14 and 30 June 2021. The out of hours application did not explain to the court that 395 Oxford Street was Gilbert Court at 395/397 Oxford Street, and in fact comprised a number of flats.

44. Mr Rasool was represented on the application by Mr Tahir Ashraf of Counsel who was instructed on a direct access basis. The application was made late at night: the draft order was sent through to the court at 10.39pm and a draft witness statement was sent through at 10.56pm. The out of hours form stated that Mr Rasool had been made homeless as a direct consequence of being prevented from entering the property and that the landlord's agent Mr Eshaghe Sakhai had been fobbing him off with excuses. No correspondence with the landlord was exhibited. Lonpane was the named respondent.

45. The draft witness statement was dated 30 June 2021 and it gave Mr Rasool's address as 395 Oxford Street. It ran to 3 pages and contained a statement of truth, albeit unsigned. It gave materially the same evidence as the evidence in support of the application granted by Mellor J in respect of Princes Court, except that the date of one of the two alleged evictions was different and the tenancy agreement was not exhibited. The first eviction was alleged to have taken place on 6 June 2021, which was precisely the same date as the first eviction alleged in respect of Princes Court. The second eviction was alleged to have taken place on 30 June 2021. An account was given of Mr Rasool's sister being in the Royal Marsden hospital and needing urgently to return home to rest and recuperate, but no evidence was exhibited in that regard.

46. The statement is therefore a slightly amended version of Mr Rasool's statement in support of his application in respect of 54 Princes Court. The alleged start date of the relevant tenancy (20 February 2021) was precisely the same. The statement gave the same account of the family, including him and his sister, living there for over 21 years since February 2000. It then gave an account of Mr Rasool and his sister being evicted on 6 June 2021 and then 30 June 2021, by the landlord changing the locks as part of precisely the same sequence of events and using the same language as had been used in the Princes Court application. This statement contained a new paragraph at the end which said that he was extremely distressed at what had happened as he and his family "have been at the property for all my life", and that all of his neighbours were aware that he was a trustworthy and responsible person.

47. In his 19 April 2022 witness statement, Mr Rasool acknowledged significant, but limited, inaccuracies in this statement. Contrary to the evidence that he had been at the property all his life, or since February 2000, he said that he and his sister did not begin to live in the property until 14 June 2021, following the alleged eviction from Princes Court. (His witness statement suggested that he had resided there at some earlier stage,

following the purchase of the underlease by his father in 2000). It was also implicit in his statement that he accepted that there had been no eviction on 6 June 2021, because he was not even at the property at that time. Mr Farrell accepted that the statement relating to that eviction was untrue.

48. However, Mr Rasool maintained that he had been in lawful occupation of and living at the property – or at least in lawful occupation of Flat 2 within the property – between 14 and 30 June 2021, when an eviction had indeed taken place. Before addressing that point, I will describe how the original application developed.

49. In the early hours of the morning of 1 July 2021, Calver J ordered that Mr Rasool be permitted to re-enter 395 Oxford Street and to enjoy peaceful possession thereof until the return date of 6 July 2021. The order does not relate to Flat 2 specifically, and Calver J was clearly unaware that he was making an order which related to a large number of flats. It is clear from the terms of his order that he relied on Mr Rasool's witness statement and undertakings which he gave to the court that:

    i) He was the lawful lessee of the property and would file proof of this in the form of the leasehold agreement on 1 July 2021 or within 24 hours of regaining entry to the property.

    ii) He would issue a claim form by 2 July 2021.

    iii) He would serve the application, the evidence in support and the order at a specified gmail address for Mr Sakhai and by courier at a specified physical address as well as by post on Lonpane at an address in Jersey.

50. There was then a return date hearing on 6 July 2021 before Mr Hugh Southey QC sitting as a deputy judge. The hearing took place by MS Teams and was attended by Mr Rasool, acting in person. There was no attendance by Lonpane. It is clear that the reason for this was that, contrary to the undertakings given to Calver J, there had been no service of the application or the evidence in support or the order upon Lonpane. Mr Sakhai's evidence, described below, indicated that he only became aware of Calver J's order on the evening of 8 July 2021, when a copy of the order was sent to him by the lawful tenants of the property. I accept that evidence, which is consistent with the fact that no e-mails serving the relevant materials, or any other evidence of service, have been provided by Mr Rasool. The failure to comply with undertakings or directions in court orders is, as previously described, a recurring theme of Mr Rasool's behaviour. It is also clear that, again contrary to Calver J's order, no Claim Form was issued.

51. At the hearing on 6 July 2021, Mr Rasool indicated that he intended to make an application for contempt of court on the part of Lonpane. This was extraordinary in circumstances where Calver J's order had not even been served, leaving aside the fact that it had been obtained as the result of false statements. Mr Southey QC ordered that any application for contempt of court or other appropriate application should be made by 13 July 2021, that the hearing of any such application should take place on 13 July 2021, and gave directions for service of his order. His order also provided that if no application for contempt of court or other application was made, the claim would be dismissed at the 13 July 2021 hearing. I note that that the judge did not order the continuation of the injunction which Calver J had granted, which only applied for the period up until the 6 July 2021 return date. Accordingly, the position at that stage was

that the order of Calver J (which effectively expired on 6 July 2021) had never been served, and there was no order which extended that order. There was therefore no basis for any contempt of court application.

52. I note that no further application, whether for contempt of court or otherwise, was formally made by Mr Rasool pursuant to paragraph 1 of Mr Southey QC's order. However, the application appears to have been made or pursued at least informally at a further hearing before Mr Southey QC on 13 July 2021, and he gave directions in relation to that application. In due course, as described below, Mr Michael Kent QC sitting as a deputy judge dismissed the claim on 23 September 2021. His order recorded that the Claimant had not complied with the relevant paragraph of the 6 July 2021 order.

53. The proceedings were first brought to the attention of Lonpane, whose representative was Mr Sakhai, on 8 July 2021. Mr Sakhai made his first witness statement, dated 10 July 2021, which exhibited 139 pages of documents in support of his account. I have read the relevant materials, which are entirely consistent with Mr Sakhai's witness statement and the inherent probabilities. Although Mr Sakhai's evidence has been adduced pursuant to a hearsay notice, I have no hesitation in accepting that evidence. Indeed, Mr Rasool never responded to Mr Sakhai's first, or indeed second, witness statement at the time, and produced no material at the time to counteract or contradict Mr Sakhai's account. Indeed, in due course the claim against Lonpane was dismissed, and orders for costs were made against Mr Rasool. In so far as Mr Rasool gave evidence before me which sought to dispute aspects of what Mr Sakhai had said, I reject that evidence.

54. Mr Sakhai explained that he was the UK representative and agent of Lonpane. His evidence was that in breach of the orders of Calver J and Mr Southey QC, he had not been served with the application or the orders of 1 and 6 July 2021. The matter had come to his attention only on 8 July 2021, when he had been sent a photo of the 1 July 2021 order by one of the tenants of the property. He also said that, as far as he was aware, Mr Rasool had not furnished proof to the court that he was the lawful lessee of the premises as he had undertaken to. In any event, it would have been impossible for him to do so because he was not the lawful tenant. His undertaking to the court that he was the lessee was therefore false.

55. Mr Sakhai explained the factual background in some detail. He also exhibited a witness statement that he had provided on 10 March 2021 in relation to proceedings in the Westminster Magistrates' Court, when the Metropolitan Police had applied for a closure order in respect of the premises at 395/397 Oxford Street. That earlier witness statement is particularly significant, in my view, because it was made some months before the proceedings by Mr Rasool against Lonpane, and was therefore uninfluenced by anything that Mr Rasool was saying in that litigation. Mr Sakhai's account in his 10 July 2021 witness statement was consistent with his earlier witness statement in the Magistrates' Court proceedings, and it provided an entirely credible account (consistent with the contemporaneous documentary evidence) of the events that had taken place.

56. The position in summary was that one of Mr Rasool's family companies, called Business Home Limited, had been the tenant/managing agent of the Oxford Street property. This was pursuant to agreements made in November 2018. The tenancy and managing agency relationship had come to an end on 1 March 2021, in the light of the Westminster Magistrates' Court proceedings. Those proceedings arose from

complaints of illegal and unlawful use of the property, including the use of the property as a brothel and for the purposes of drug dealing. Mr Sakhai exhibited a large number of documents. These included a notice of termination of the managing agency agreement. His statement made on 10 March 2021 said that the notice had been sent by post on 1 March 2021, and by e-mail to Mr Rasool on 7 March 2021, and these were exhibited to that statement. He also exhibited a deed of surrender of the tenancy signed by Mr Rasool.

57. He said that the position since early April 2021 was that the tenants of the premises had been a company called Aramdon Limited pursuant to a tenancy agreement which Mr Sakhai exhibited. That agreement was signed by the landlord, tenant and guarantors on 7 April 2021, and was duly witnessed.

58. Mr Sakhai said that Mr Rasool had misled the court, given false undertakings to the court and breached other undertakings which he had given to the court. Amongst the points he made were that:

    i) As far as he was aware, no claim form had been issued;

    ii) The documents had not been served in accordance with the orders of Calver J and Mr Southey QC;

    iii) Mr Sakhai's e-mail address was not the one specified in the orders. He had never had a gmail address and he did not know why Mr Rasool had given this address to the court;

    iv) There had been no delivery by courier or otherwise of documents to one of the physical addresses for Mr Sakhai specified in the orders, and the other was an address with which he had no connection;

    v) The address which Mr Rasool had given for Lonpane in Jersey was not its address and there had been no service on Lonpane in any event; and

    vi) He had now been sent the 2 orders but not the other documents which the court had ordered to be served.

59. Mr Sakhai went on to say that the matter had come to his attention when the tenants at the property had phoned him to report that Mr Rasool (whom one of them recognised) had attended with two bodyguards and the order of Calver J. He had shown them the order and said that he was there to remove them and to take possession of the property. The tenants had felt threatened and intimidated and the police had been called. The police had asked Mr Rasool to leave. The tenants had taken a photo of the order and got in contact with Mr Sakhai. Mr Rasool had gone by the time Mr Sakhai got there.

60. Mr Sakhai then instructed his solicitor Mr Jeremy Garson of Rise Legal to make contact with Mr Ashraf who had represented Mr Rasool. He had e-mailed an address which he obtained for Mr Ashraf. Mr Ashraf had replied by e-mailing copies of orders which were made in the matter. Mr Garson then received a call from a withheld number which then cut out. He sent a further e-mail to Mr Ashraf's address. This raised various questions and stated that there had been a second attempt to gain access to the property. Mr Garson then began to receive e-mails from a person who appeared to be Mr Rasool,

although he declined to identify himself. The first e-mail was dated 9 July 2021, and it relied on the order of 1 July 2021 and asserted that he was entitled to occupy the property and was going there at 5pm that day. There was then an exchange of e-mails but the e-mails appeared to come from Mr Rasool rather than Mr Ashraf.

61. Mr Sakhai sought the discharge of the orders of 1 and 6 July 2021, and for that purpose prepared a formal application notice dated 12 July 2021, although it appears that this may not have been issued until 19 July 2021.

62. There was a further MS Teams hearing before Mr Southey QC on 13 July 2021. This was attended by a person who said that he was Mr Rasool, but he did not switch on his video. Mr Sakhai also appeared. Mr Southey QC stayed the part of the order of Calver J which entitled Mr Rasool to re-enter the property. He ordered Mr Rasool to issue a claim form within 14 days. Mr Rasool was given a deadline of 4pm on 19 July 2021 to serve on Lonpane all affidavit evidence relied on in support of the contempt application and/or responding to Mr Sakhai's 10 July 2021 witness statement. He identified specific evidence that should be addressed.

63. Subsequent to that order, Mr Rasool did not serve any evidence as directed by the judge. However, there was also a second witness statement from Mr Sakhai dated 19 July 2021. This said that Mr Rasool had continued to lie to the court. Mr Sakhai said that Mr Rasool had produced, at the hearing on 13 July 2021, a tenancy agreement which had long expired. This agreement had been replaced by a subsequent tenancy agreement with Mr Rasool's company, Business Home Limited. That tenancy had then been terminated, as shown by the documents which he had previously exhibited. Mr Sakhai said that Mr Rasool continued to attend the premises in an attempt to gain access. He exhibited videos of Mr Rasool or a person purporting to be him attending the premises on further occasions and behaving in a threatening manner.

64. There was then a further hearing on 23 September 2021 which was before Mr Michael Kent QC, sitting as a deputy judge. Lonpane submitted a skeleton argument, written by counsel, which confirmed the history as summarised above. The skeleton stated, again, that Mr Rasool had failed to comply with the undertakings which he gave on 1 July 2021 and it stated that in breach of Mr Southey QC's order of 13 July 2021, he had failed to issue and serve a claim form or to serve any evidence in support of his application for committal of the Respondent.

65. Mr Rasool did not attend the 23 September 2021 hearing. Mr Kent QC dismissed the application for an injunction, and the injunction ordered by Calver J was discharged. Mr Rasool was ordered to pay Lonpane's costs of the proceedings on an indemnity basis, and various other orders and direction were made.

66. There was then a hearing before Henshaw J on 27 September 2021 which was attended by Mr Rasool. He was now seeking to set aside the order of Mr Kent QC. Henshaw J expressed doubts about whether Lonpane had been given notice of the hearing. However, he gave directions, including a direction for Mr Rasool to support his application with evidence. No further steps were taken by Mr Rasool.

67. Against this background, I address the disputed question of whether Mr Rasool had any subsisting tenancy agreement as at 30 June 2021, and whether he had been evicted from the property on that date. I am sure that Mr Rasool's evidence to that effect, which

formed the basis of the application to Calver J, was entirely false and that therefore the contempts alleged by the Claimant in respect of this property have been established.

68. First, no satisfactory explanation has been provided as to why admittedly false statements were made, in Mr Rasool's 30 June 2021 witness statement, that he had been living in the property since 2000 and had been evicted on 6 and 30 June 2021. I do not accept that this was because of a misunderstanding on the part of Mr Rasool's barrister. Mr Rasool must have read and approved the very short statement that was submitted as part of the application for an urgent injunction.

69. Second, as I have said, Mr Sakhai's evidence provides an entirely credible and coherent account, supported by contemporaneous documents, as to what had happened. The relationship between the landlord Lonpane and Business Home Ltd came to an end on 1 March 2021. It was because of the termination of the relationship that Lonpane was able, as Mr Sakhai explained, to prevent the making of the closure order.

70. Third, it is clear that by 8 July 2021, when Mr Rasool went to the Oxford Street property, there were other tenants in place. That was why he could not get access to the property at that time: the tenants told Mr Sakhai what was going on, and the police were called. Those tenants did not arrive in the short period between Mr Rasool's alleged eviction (on 30 June 2021) and 8 July 2021. They were clearly in place at the property pursuant to the agreement, signed and witnessed on 7 April 2021, which Mr Sakhai exhibited to his first witness statement.

71. Fourth, Mr Rasool's clear evidence – in his 17 December 2021 witness statement – was that he had not been evicted from Oxford Street on 30 June 2021, and was not living there at that time. Although much of that statement is itself false, it was at least true that he had not been evicted from that property on that date.

72. Fifth, Mr Rasool had a full opportunity to respond to Mr Sakhai's witness statement. Indeed, paragraph 4 of Mr Southey QC's order dated 13 July 2021 required him to do so. There has been no satisfactory explanation as to why that was not done. In particular, if there was a genuine tenancy agreement which supported his case, there should have been no difficulty in providing it; or at least in providing a witness statement which explained any difficulty in providing it.

73. Sixth, I attach no credence at all to the tenancy agreement relating to Flat 2 which was belatedly produced (as an exhibit to Mr Rasool's 19 April 2022 statement) to the court. Prior to the belated production of this document, Mr Rasool had not exhibited any relevant tenancy agreement. None was produced to Calver J. At the hearing on 13 July 2021 before Mr Southey QC, Mr Rasool produced an agreement which had long expired. Nothing was produced in response to Mr Sakhai's first witness statement, which described the factual background, and exhibited relevant documents, in detail.

74. I consider that there is no satisfactory explanation as to why Mr Rasool could produce a tenancy agreement in April 2022, but could not do so at the time of the application and the subsequent proceedings in the Lonpane action. Mr Rasool's evidence to me – that he was able to obtain the document subsequent to those proceedings, because he was given access to the Oxford Street property – was unconvincing and false. It is obvious from the events which took place on 8 July 2021, when the police were called, and thereafter, that the new tenants did not want Mr Rasool anywhere near the property.

It is also incredible that the only copy of the tenancy agreement would be contained within the property, and would not be available for example from e-mail correspondence or within Mr Rasool's business premises.

75. Furthermore, the document now produced has so many unsatisfactory features that I have no doubt, against the above background, that it is bogus. Although it purports to carry signatures, these are undated and there are no witnesses. It bears precisely the same date, and is in essentially the same format, as the Princes Court lease relied upon. However, since leases are usually prepared by the landlord, and since there are different landlords of Princes Court and 395/397 Oxford Street, one would not have expected materially identical terms. The tenancy agreement also purports to relate to only one flat at Gilbert Court, 395/397 Oxford Street. There is no satisfactory explanation as to why this individual flat should have been leased to Mr Rasool personally (coincidentally on the same day as the Princes Court lease), in circumstances where it is clear from the materials exhibited to Mr Sakhai's statement that the relevant relationship was between Lonpane and the company Business Home Ltd, and that the relationship extended to 11 flats in the block.

F: 10 Bloomfield Court, Bourdon Street, Mayfair, London

76. Between 17 July 2021 and 4 August 2021, Mr Rasool submitted three witness statements in support of two separate applications for re-entry to 10 Bloomfield Court.

77. The first witness statement, and the first application, is described in paragraph 57 of Mr Rasool's 19 April 2022 statement. This was an out of hours application made on the evening of 17 July 2021, with the assistance of Mr Tahir Ashraf, a direct access barrister who had obtained the Oxford Street injunction some 16 days earlier. The documents relating to this application were not in the hearing bundle for the purposes of the committal application, and were not specifically referred to in that application. They are therefore not directly relevant to the committal application, save as background. The position can therefore be summarised briefly.

78. The out of hours application form was on a Queen's Bench Division form, but the supporting unsigned witness statement of Mr Rasool indicated that it was intended to proceed in the Business & Property Courts. It is probably for this reason that the papers were placed before Fancourt J. He declined to entertain the application, but it is not necessary to explain his reasons for doing so. Mr Rasool's witness statement referred to his having been in the property for over 9 months, with the locks being changed on 16 July 2021 after he had been away from the property on that day after 2 days away.

79. That application having been unsuccessful, a further without notice application was made by an application notice dated 22 July 2021, and sealed by the court on 26 July 2021. Mr Ashraf was not involved in that application: it was made by Mr Rasool without any legal representation. The unsigned application gave 10 Bloomfield Court as Mr Rasool's address and stated that he had entered into a tenancy agreement with Proud Honour for one year from 10 September 2020 and that this was exhibited.

80. There was then a signed (with a typed signature) witness statement dated 22 July 2021, verified with a statement of truth. This was made in support of the application for re-entry. It also gave 10 Bloomfield Court as his address and said that Mr Rasool had been at the property for over 9 months, and that all of his neighbours knew him to be

trustworthy and responsible. In this statement, the change of locks was said to have occurred on 20 July 2021 (i.e. 4 days after the eviction in the earlier unsuccessful application), and that it happened after Mr Rasool had been away for 5 days (not 2 as in the original application). As with earlier applications, there was a reference to cancer, but this time it was his mother's cancer: Mr Rasool had been away for 5 days visiting his mother in Brighton.

81. Pausing there, it was accepted by Mr Rasool in his 19 April 2022 witness statement that the 22 July 2021 witness statement was inaccurate in stating that he was evicted on 20 July 2021, having returned to the property after 5 days. In his opening, it was also accepted on Mr Rasool's behalf that it was untrue that he had been at the property for 9 months. In his oral evidence, when Mr Rasool gave his account of where he was living at around this time, he made no reference to living in Bloomfield Court at all: as described above, his evidence was that, at around this time, he was living with a friend at 183 Beauchamp Place for about 2 months, later corrected to 2-3 weeks. He had then stayed in a hotel in High Street Kensington for about 2 months, until the end of October 2021.

82. Against this background, I have no doubt that the account given in his 22 July 2021 witness statement was in all material respects fictitious. He had admittedly not been living at the property for over 9 months. There was admittedly no eviction on 20 July 2021: he had not therefore returned from 5 days in Brighton to find the locks changed. These statements were highly material to the application which was made, and they were admittedly untrue. I see no reason to give any credence to any of the other statements made in his evidence; in particular, the allegation of a tenancy agreement for 1 year commencing on 10 September 2020. The tenancy agreement produced, for the purposes of this application, was in the same basic format as the other tenancy agreements relied upon. The electronic signatures on this document were undated. However, whether or not there was a genuine tenancy agreement, the fictitious nature of the case as to Mr Rasool living at the property, and the eviction, plainly constituted serious contempts. It is also to be noted that, in his later 17 December 2021 witness statement, Mr Rasool accepted that he had not been living at the property. He then advanced a case that an unnamed cousin had been living there; a case that was itself, as Mr Rasool accepted in his 19 April 2022 statement, untrue.

83. On 26 July 2021, the matter came before Pepperall J. Neither party attended. Pepperall J noted that service had not been properly effected, and that no notice of the hearing had been given, and he spotted that Mr Rasool had produced a Certificate of Service which contained a different address (in London NW1) to the address stated in the tenancy agreement relied upon (in London NW8). I note that the agent on whom the proceedings had allegedly been served in London NW1 is not referred to in the tenancy agreement which had been relied upon.

84. Pepperall J therefore ordered Mr Rasool to serve the sealed claim form, application notice, witness statement, and a copy of his order upon Proud Honour, at the service address stated in the tenancy, by 4pm on 27 July 2021. Consistent with Mr Rasool's overall approach, this was never done. Pepperall J also adjourned the matter to 2 August 2021 to be heard by Kerr J.

85. On 28 July 2021, the clerk to Kerr J e-mailed Mr Rasool with a series of questions relating to the application. None of these questions were answered at the time.

86. On 2 August 2021, the matter came before Kerr J. Neither party attended, and Kerr J gave an *ex tempore* judgment in Mr Rasool's absence. The judge's order recorded that no response had been received to the 28 July 2021 e-mail. It also set out a number of "brief observations", which identified various difficulties with the materials which Mr Rasool had provided and the case advanced. He also noted that Mr Rasool had accepted the invitation to join the remote hearing, but had not then attended. The application for re-entry to the property was therefore dismissed.

87. Kerr J's order was then sent to Mr Rasool. On 4 August 2021, an e-mail – which purported to come from Mr Rasool – was sent to the clerk to Kerr J. This e-mail provided answers to at least some of the questions which Kerr J's clerk had asked, and also responded to some of the observations which Kerr J had made on his order. The e-mail also included a number of attachments. Amongst the attachments were two copies of a further witness statement from Mr Rasool. The statement was signed but not dated. Although undated, it purports to describe some events which had happened "today", which was 30 July 2021. I shall therefore refer to it as the 30 July 2021 statement

88. Mr Rasool's evidence (in his 19 April 2022 witness statement) was that the signature on the 30 July 2021 statement was not his signature, and that he was not aware of this statement or when it was submitted. His oral evidence at the hearing was somewhat different: he acknowledged that the statement had been sent to the court on his behalf, but said that it was a statement which had been prepared by his friend Jamal Sahati and that he (Mr Rasool) had not read the statement before it was sent.

89. I reject all aspects of that case. The signature is similar to other signatures of Mr Rasool in these proceedings, and I have no doubt that he prepared it and then signed it. He sent it over to the clerk to Kerr J, by way of a response to questions asked and issues raised in Kerr J's order.

90. The 30 July 2021 witness statement contained a signed statement of truth. Mr Rasool's 19 April 2022 witness statement sets out the material facts of the witness statement, and accepts that the "facts contained in this witness statement are totally inaccurate". The material facts whose inaccuracy Mr Rasool accepts are essentially the entirety of the facts relied upon in the statement: that he had a tenancy agreement at the property since 10 September 2020; that his family had resided in the property for 9 months; that he occupied the property with his sister; that the locks had been changed on 6 June 2021 while work was done on a bathroom; and that there had been a second unlawful eviction on 30 July 2021 when the landlord had changed the locks again. The statement also then falsely refers to the illness of his sister: she was in hospital, waiting "to be taken back to our Home", but had to endure a stay in hospital because they could not gain access to their house.

91. It is also to be noted that in his subsequent 17 December 2021 statement, Mr Rasool advanced a case which was fundamentally different from the case put forward both in his 30 July 2021 statement, and his later 19 April 2022 statement. He there said that the person living at the property was his unnamed cousin; and that both he and his sister had not been living there.

92. To complete the picture: the court did not take any decision pursuant to the 30 July 2021 statement and Mr Rasool's 4 August 2021 e-mail. That was essentially because

the application had already been dismissed, and Mr Rasool took no further steps in the proceedings.

93. In the light of the matters described above the contempts relied upon concerning this property have been proved, subject to the following qualifications in relation to paragraph 8 of Form N600:

(i) There is some duplication in paragraphs 8 and 10 of the Form N600. The relevant witness statement, for the purposes of the application to Pepperall J, was the statement referred to in paragraph 10: i.e. the statement dated 22 July 2021 which contained a typed signature. Accordingly, paragraph 8 can be disregarded; and

(ii) The figure (in paragraph 10) for the deposit allegedly paid by Mr Rasool was £3,680 (not £36,980).

G: 406 Betula House, Paddington Gardens, North Wharf Road, London: 1st application

94. Mr Rasool made two applications in relation to this property. The first was on 12 November 2021. The Respondent was Paddington. The application, which was signed by Mr Rasool with a statement of truth, claimed that he was entitled to return to the property. The signed application form contains the following clear statement above Mr Rasool's signature:

> "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".

95. The application form attached a witness statement which was also signed by him with a statement of truth. The application notice requested a 15 minute telephone hearing. The developments in this litigation are set out in paragraphs [28] – [32] of my earlier judgment. I have reviewed those paragraphs in the light of Mr Rasool's evidence, and they remain an accurate account of the relevant events.

96. Mr Rasool's witness statement for the purposes of this application gave his address as 406 Betula House. It said that he had been in the property since 10 December 2019. He had discovered on 12 November 2021 that he had been locked out by the landlord who had changed the locks. His family had occupied the premises for 2 years. He gave his standard paragraph about his sister living there, not being named in the tenancy agreement, but her presence being permitted under Clause 3E of the agreement. He went on to give his standard account about being locked out twice, first after a plumbing visit by the landlord's agent on 6 November 2021 and then on 12 November 2021, and about his sister being in the Royal Marsden hospital waiting to be able to return home to recuperate. I note that it was a feature of the various applications that the second eviction had always taken place on the day of the application.

97. The final paragraphs were his standard paragraphs about being extremely distressed, (contrary to the evidence earlier in the statement) that he and his family had been there all his life, and that all his neighbours were aware that he was a trustworthy and responsible person.

98. Pausing there, it is now acknowledged by Mr Rasool that this account was not true. In his 19 April 2022 witness statement, he accepted that his family had not occupied the property for over two years; that his sister did not live with him at the property pursuant to Clause 3E of the tenancy agreement; that the landlord's agent had not been carrying out repairs on a leak on 6 November 2021; that the locks had not been changed on his return that day; and that he had not obtained a spare key from the concierge in consequence of the agent failing to provide a reason as to why the locks had been changed.

99. Furthermore, in his oral evidence, Mr Rasool's evidence was that he was living in a hotel up until the end of October 2021, and that he had not actually started to live at Betula House until he was given access in consequence of the order of Julian Knowles J on 29 November 2021.

100. Accordingly, the factual account given in Mr Rasool's signed witness statement dated 12 November 2021 was fictitious in its entirety, and admittedly fictitious. As I understood it, the only statement within the witness statement that Mr Rasool sought to maintain as accurate was the assertion that he had a tenancy agreement dated 10 December 2019. This too was false, for the reasons set out below.

101. It is now apparent that the tenancy agreement provided by Mr Rasool to Foster J in support of this application was not the tenancy agreement upon which, much later, he came to rely. The tenancy agreement which was attached to the application was not a tenancy agreement dated 10 December 2019 at all. Nor was it a tenancy agreement that contained a Clause 3E. Rather, it was an agreement said to have been made on 10 January 2021. The parties identified at the start of the agreement were (i) Paddington, and (ii) Mr Rasool, giving an address in Kuwait. The agreement said that Mr Rasool was represented by a company called Rami News Limited ("Rami News"), described as a relocation agent with an address in Salford. The agreement was initialled on each page, but only by or on behalf of Mr Rasool. The final page, containing signatures, is unusual in layout: the signature blocks appear in the middle of text. More importantly, in contradiction to the first page of the agreement where Rami News is identified as the relocation agent of Mr Rasool, Rami News purports to sign on behalf of Paddington. The signature on behalf of Rami News, by Mr Lee Grossman, is very different to his signature that appears on the tenancy agreement (with Rami News as tenant) produced by Paddington (as described below).

102. Although Mr Rasool relied upon this tenancy agreement in support of the application that came before Foster J, he did not refer to or rely upon it at any subsequent stage in the proceedings, or indeed produce it to the court with any of his later witness statements. Nor did he ever produce it to Paddington. It came to light following Mr Rasool's cross-examination, which indicated uncertainty and a dispute as to what tenancy agreements had been produced to the court as part of Mr Rasool's applications concerning Betula House, and when they had been produced. This led me formally to enquire, with the clerks to both Foster J and Julian Knowles J, as to whether they retained materials submitted to the court. The relevant correspondence making and responding to the enquiry was copied to all parties, and this was how the tenancy agreement relied upon before Foster J came to light.

103. On 15 November 2021 the matter came before Foster J. She did not make any order on the application for an injunction. Rather, she gave directions for service of the

application and the order on Paddington by 4pm on 15 November 2021. She listed the application for an on notice hearing at 2pm on 16 November 2021. It is apparent from her "Observations" that Mr Rasool had exhibited a tenancy agreement, but she was concerned that he had not exhibited any correspondence with the landlord and there were no Particulars of Claim. Her view was that a mandatory order was a draconian remedy and that Paddington should have the opportunity to respond to the application. She also stated that Mr Rasool should be prepared to prove at the next hearing that he had effected service.

104. The matter came back before Foster J on 16 November 2021. No one attended that hearing. However, Mr Nouri, a director of Paddington, e-mailed the court shortly before 2pm stating that the order of Foster J had been sent to their agents by Mr Rasool at 4.16pm on the previous day. They said that there had been limited time to consider the matter, but wished to bring some important points to the attention of the court. Paddington had not been served by the time required by Foster J's order (i.e. 4pm on 15 November 2021). More importantly, there had never been a tenancy agreement with Mr Rasool. There had been a tenancy agreement with Rami News in December 2019 which expired in December 2020, although Mr Nouri understood that the premises had in fact been vacant since March/April 2020. Mr Nouri's e-mail said that they had not been sent a copy of any tenancy agreement, or any correspondence evidencing communications in relation to the alleged eviction, or any particulars of claim. They had not been aware of the tenancy agreement, or Mr Rasool's claim to be entitled to occupy the property, prior to the receipt of Mr Rasool's e-mail sent the previous day. They therefore asked that Mr Rasool's application be dismissed.

105. As indicated in the body of the e-mail, Mr Nouri attached the tenancy agreement with Rami News as a tenant. That tenancy agreement was a "Company Let" agreement made between two companies: Paddington as landlord, and Rami News as tenant. Paddington's agent was Hyde Park Agencies Limited, whose name appears at various stages in the agreement. Rami News is the tenant, not Paddington's agent. This agreement was for a 1-year tenancy beginning on 10 December 2019. That agreement permitted Mr Lee Michael Grossman to occupy the premises as the licensee of the tenant. An additional or replacement occupier would be permitted if Paddington consented in writing. That agreement would not provide Mr Rasool with any entitlement to occupy the property as at November 2021: the one year tenancy to Rami News had expired at that point, and there was in any event no written agreement to permit Mr Rasool to occupy the flat even within the now expired period of the tenancy. Paddington has, throughout the two sets of proceedings, consistently relied upon this document, which was first produced to the court promptly on 16 November 2021.

106. It is apparent both from the text of Mr Nouri's e-mail, and its attachments, that Paddington had not been served by Mr Rasool with the tenancy agreement on which he had relied before Foster J. He had served Foster J's order, the application notice, and his witness statement, but not the tenancy agreement. There is no evidence that Paddington ever saw that agreement prior to my enquiry to Foster J's clerk (see paragraph 102 above).

107. In her order dated 16 November 2021, Foster J ordered that unless Mr Rasool appeared in the Interim Applications Court of the Queen's Bench Division at 10.30am on 19 November 2021 to support his application for an urgent interim injunction, the matter should stand dismissed.

108. Foster J's order dated 16 November 2021 contained certain observations. She described Mr Nouri's response to the court, and said that "in fact the tenancy agreement exhibited by Mr Rasool is stated on its face to be between the Defendants and Rami News Limited". This appears to have been an error on the part of Foster J: she was referring here to the tenancy agreement produced by Mr Nouri. However, Foster J's order gave Mr Rasool a full opportunity to put forward his case, and therefore identify any error, at a further hearing to take place on "Friday morning": i.e. Friday 19 November 2021. This gave Mr Rasool sufficient time to prepare.

109. Mr Rasool did not attend court on Friday 19 November 2021 to support his application. It was therefore automatically dismissed. In the context of the evidence as a whole, it is apparent that Mr Rasool realised that his application would not succeed whilst Foster J was dealing with the case, as she was not prepared to make the order sought without careful scrutiny. He therefore did not pursue this particular application. For the reasons set out in paragraphs [34] – [36] of my earlier judgment, I reject the suggestion that Mr Rasool failed to appear on 19 November 2021 because he had reached an agreement with Paddington to allow him back into the property.

110. It will be apparent from what I have already said that the contempts alleged in respect of this application have been proved. I am sure that Mr Rasool had not previously occupied that property, and indeed had no entitlement to do so. I am sure, in the light of all the evidence, that the tenancy agreement provided by Mr Rasool to Foster J was not a genuine document. Indeed, Mr Rasool has never subsequently sought to rely upon it, and he only produced what he contended to be the relevant tenancy agreement much later, in the context of his application to Julian Knowles J. By contrast, I am sure that the tenancy agreement between Paddington and Rami News (as tenant) was genuine, and that Mr Nouri's evidence that Rami News were no longer in occupation of the property was also accurate and supported by other evidence described below. I return to this issue in the next section of this judgment.

H: 406 Betula House, Paddington Gardens, North Wharf Road, London: 2nd application

111. Mr Rasool then made a second application for a mandatory injunction in respect of 406 Betula House around 2 weeks later on 29 November 2021. This application was made out of hours. It was this application that led, ultimately, to my earlier judgment on 17 December 2021. I have again reviewed my account of the relevant events set out in paragraphs [37] – [45], and in my view they remain accurate.

112. For the purposes of the application on 29 November 2021, Mr Rasool had produced an unsigned and undated written witness statement and draft Particulars of Claim. They were accompanied by an "Application for Injunction" (Form N16A), which inaccurately described Mr Rasool's statement as having been "sworn (signed)" on 29 November 2021. Mr Rasool was represented, for the purposes of the application, by a barrister, Mr Richard Hendron. Mr Hendron corresponded with the clerk to Julian Knowles J in relation to the application.

113. The papers produced for the purposes of the application did not contain the tenancy agreement previously relied upon by Mr Rasool. Indeed, no tenancy agreement was produced at that stage. Julian Knowles J was told nothing about the dismissal of the previous application by Foster J. The non-disclosure was one of the reasons why, in

due course, the injunction obtained on 29 November 2021 was discharged. Julian Knowles J was not provided with a copy of the tenancy agreement previously produced by Mr Nouri, which showed the expired tenancy with Rami News.

114. The unsigned Particulars of Claim, which contained an unsigned Statement of Truth, were dated 29 November 2021. The pleading alleged that Mr Rasool was the tenant of the property pursuant to a 2-year tenancy agreement with Paddington dated 10 December 2019 and paid a monthly rent of £5,166.66. A number of specific clauses of the tenancy agreement were then relied upon: clause 1 of Schedule 3; clause 5.1 of Schedule 5; and clause 7A of Schedule 2. However, none of these clauses corresponded with clauses in the tenancy agreement which Mr Rasool later produced. That agreement did not contain those schedules. In addition, the monthly rent set out in that agreement was £5,611.66, not £5,166.66. The document which formed the basis of the unsigned Particulars of Claim (which had presumably been produced to Mr Hendron in order for the case to be pleaded) has never been produced.

115. The pleading then asserted that Mr Rasool had returned to the property on 12 November 2021 and discovered that the locks had been changed by Paddington, and that he was therefore unable to gain access. This was untrue. An eviction on 12 November 2021 had been relied upon before Foster J. However, Mr Rasool accepted in his oral evidence that he had not been living in the property at the time, and that he only gained access to the property as a result of the order of Julian Knowles J.

116. Mr Rasool then pleaded that on 29 November 2021, he was promised reinstatement by Paddington, but was prevented from gaining entry. This also was untrue. No documents supporting the promise of re-entry were provided. It is obvious from Paddington's opposition to Mr Rasool's first application that they did not acknowledge any tenancy agreement with him, and that the only tenancy agreement (with Rami News as tenant) had expired. In due course, at the hearing on 17 December 2021, Mr Rasool said that it was a mistake to have alleged that a promise of re-entry had been made on 29 November 2021: see paragraphs [34] – [36] of my earlier judgment. He needed to say this, because he was then seeking to explain his non-appearance before Foster J on 17 November 2021 by reference to an agreement to allow re-entry. For that purpose, a promise of re-entry only made on 29 November 2021 would therefore be too late. I am sure that there was no promise of re-entry at all, whether on 17 or 29 November 2021 or otherwise.

117. Paragraph 10 (iv) of the pleading then asserted that Mr Rasool was prevented from recovering any of his belongings, including his mother's vital medication. In his oral evidence, Mr Rasool admitted that there was no vital medication inside the property. In my judgment, neither were there any belongings: Mr Rasool was not living there.

118. Paragraph 12 of the pleading alleged that there had been a failure to reinstate him as occupier of the property despite demands being made for Paddington to do so in correspondence from his solicitors to the solicitors for Paddington. This too was false. No inter-solicitor correspondence has ever been produced.

119. Accordingly, the entirety of the account set out in the draft Particulars of Claim, which formed one basis of the application to Julian Knowles J, was false. That extends to the existence of the tenancy agreement upon which Mr Rasool later came to rely. I am sure that no such agreement had been concluded. Had it been in existence at this time, it would have been produced to Foster J and the terms thereof would have been accurately

set out in the draft Particulars of Claim. The genuineness of that document cannot be accepted for other reasons as well, as described later in this judgment.

120. In addition to the Particulars of Claim, there was also an unsigned and undated witness statement, also containing an unsigned statement of truth. This was essentially the same witness statement which Mr Rasool had submitted in support of the application considered by Foster J, but amended to change the date of the alleged evictions. In his witness statement for the Foster J application, the dates of the evictions were 6 and 12 November 2021. In this witness statement for the Julian Knowles J application, the dates of the evictions were 6 and 29 November 2021. Accordingly, consistent with his approach on other applications, the second eviction was put forward as the date of the urgent application itself. However, Mr Rasool was clumsy in changing the dates, since he also referred to an eviction on 12 November 2021 which was described as "today". He thus referred in different parts of the statement to "today" as being both 12 and 29 November 2021 and said that he had been evicted for the second time on both of these days.

121. The story was, however, basically the same as that put forward in the various applications, including the remedial work on the bathroom at the time of the first eviction. The entirety of the story was false, including the statement that his sister was enduring a stay in hospital and was waiting to be taken back to "our home". Indeed, in his 19 April 2022 witness statement, Mr Rasool accepts that it was inaccurate to say that his family had occupied the property for 2 years; that his sister lived with him at the property; and that there had been a change of locks on 6 November 2021. Furthermore, in his 17 December 2021 witness statement, Mr Rasool's case was that he was the tenant of the Betula House property, and that this had been his "sole residence for just over two years". There was no reference to his sister having been evicted, or ever living there.

122. On 29 November 2021, Julian Knowles J granted a short injunction on the basis of these documents. He did not require Mr Hendron to address him orally, but made the injunction on the papers. In summary, the order required the immediate readmission of Mr Rasool to the property and prohibited any interference with the peaceful occupation and enjoyment of the property by Mr Rasool pending a hearing at 2pm the next day. He also ordered Mr Rasool to issue a claim form.

123. On 30 November 2021 there was then a further hearing before Julian Knowles J which was conducted remotely. Mr Richard Hendron, instructed under the direct access scheme, represented Mr Rasool, and counsel (Ms Angela Hall) was instructed on behalf of Paddington. For the purposes of that hearing, Paddington submitted the first witness statement of Mr Mohammed Nouri. Consistently with his e-mail to the court on 16 November 2021 for the purposes of the hearing that day before Foster J, his evidence was and is that there had never been a tenancy agreement with Mr Rasool. There had been the 1-year agreement with Rami News dated 10 December 2019, and he exhibited this document. The agreement provided that Mr Lee Grossman would reside there as a licensee, but there was no reference to Mr Rasool and there had never been any permission for him to reside there. The agreement had expired after a year and the premises had been vacant in any event from around March 2020.

124. Mr Nouri gave evidence that there was a concierge at the property and he set out a report from the concierge as to what had happened on 29 November 2021. The

concierge reported that at around 7.10pm on 29 November 2021, two men had arrived in reception and asked for the keys for 406 Betula House for viewing. One of them was smartly dressed. The concierge asked them to sign into the visitors book and handed over the keys and one of the men went upstairs with the keys whilst the smartly dressed one stayed in reception. The concierge then realised that there had been no booked viewings. When he asked for the keys back, he was told by the smartly dressed man that he was the other man's lawyer and that they had a court order which required that they be allowed entry and occupation of the flat until the following day. The other man had got into the flat by then and he locked himself in and refused to emerge. This other man was Mr Rasool. He remained in occupation thereafter until it appears, February 2022 when he was evicted. This eviction was a consequence of the order which I made following the 17 December 2021 hearing.

125. Later on in the evening of 29 November 2021, at around 9.10pm the smartly dressed man attended with 2 police officers and told staff including the concierge that they had a court order and that staff should obey it and not try to remove the occupier of the flat.

126. Later still, at around 11:35pm, a gas engineer appeared who had apparently been summoned by the man in the flat on the basis that there was a smell of gas. The engineer carried out his checks and reported that the man in the flat had asked him to turn the heating on. When the engineer had refused on the basis that this was not his responsibility, the man had tried to bribe the concierge to do it. Mr Nouri relied on the fact that the occupier was asking for help to put the heating on as further evidence that he had not previously occupied the flat. If he had, he would know how to do this. Mr Nouri's statement that these events indicated that Mr Rasool "has not resided in the Property previously" is now supported by Mr Rasool's oral evidence: he only started to reside in the property following and in consequence of the order which Julian Knowles J made on 29 November 2021.

127. Mr Nouri pointed out that Mr Rasool's unsigned witness statement mirrored a statement provided by Mr Rasool in support of the application considered by Foster J, and Mr Nouri related the history of that application. He expressed a concern that Julian Knowles J may not have been made aware of this application, and that there did not appear to be a claim number when the application was made to Foster J or indeed now. He therefore asked that the injunction ordered by Julian Knowles J be set aside.

128. At the hearing on 30 November 2021 Julian Knowles J ordered that the matter be adjourned to 8 December 2021 and that the injunction continue in the meantime. He gave directions for Mr Rasool to file and serve evidence by 3 December 2021 and for evidence to be filed in response.

129. Mr Rasool then served a signed witness statement dated 3 December 2021, but in fact only provided to Paddington on 6 December 2021. This included a statement of truth, and it responded to Mr Nouri's first witness statement. It asserted that Mr Rasool was a lawful tenant and that he had been introduced to Paddington "via Rami News Limited". It further asserted that he had entered into a tenancy agreement, which he exhibited, from 10 December 2019 to 9 December 2021 (i.e. 2 years rather than one year as was Mr Nouri's evidence) and which was purportedly signed by Rami News as the authorised agent of the landlord. Mr Rasool asserted that Paddington was well aware of his presence which it had authorised, and that he had paid the deposit and his rent to Hyde Park Agencies Limited for onward transmission to Paddington. He exhibited a

bank statement which, he said, showed that he had paid money into Paddington's account on 11 December 2019. He said that he assumed that Paddington had authorised Rami News and Hyde Park Agencies Limited to act as they did in marketing the flat, entering into the agreement and accepting deposits and rent on the landlord's behalf. He further said that his right to occupy the flat had been wrongly denied.

130. Mr Rasool said in his 2 concluding sentences that he had not deceived the concierge at the property. The concierge had allowed him the keys as he recognised Mr Rasool as the rightful occupant. But he did not engage with the detail of the concierge's account. I have no reason to doubt the concierge's account given that it fits with the pattern of Mr Rasool's modus operandi including his behaviour in relation to 395 Oxford Street. No reason has been suggested as to why the concierge should lie. The concierge's account is now supported by Mr Rasool's acceptance, in oral evidence, that he had not been living in the property and had only gained access as a result of the order of Julian Knowles J.

131. Mr Nouri then put in a second witness statement which is dated 7 December 2021. This said, in effect, that the agreement relied on by Mr Rasool was a forgery. Paddington had not entered into a second agreement on 10 December 2019 in respect of the same premises with the same parties but for 2 years (i.e. rather than the 1 year provided for in the tenancy agreement exhibited by Mr Nouri). Mr Nouri had never seen the document before. Paddington's consent was required for any subletting and no such consent had been given. Nor had Rami News ever been given permission to act as Paddington's agent. The only authorised signatories for such an agreement would be directors of the company and the signatures on Mr Rasool's document were not the signatures of any director of the company.

132. There was then the hearing before me on 8 December 2021. This hearing, the resulting order, and Mr Rasool's non-compliance with that order, are described in paragraphs [40] – [44] of my earlier judgment. Amongst the matters which were ordered to be contained in a further witness statement from Mr Rasool was "an explanation as to why it was that the tenancy agreement served on [Paddington] on 6 December 2021 was not produced at an earlier stage; in particular why it was not relied upon in the application dated 12 November 2021 or in the application determined on 29 November 2021, and why a different tenancy agreement (the company letting agreement) was relied upon in those applications". No such explanation was provided by 13 December 2021 as ordered, and indeed no explanation has ever been provided. In fact, it now appears that the company letting agreement had not been relied upon in the earlier applications: Paddington assumed that it had, and was apparently unaware of the document which had been given to Foster J (which was indeed different to that produced on 6 December 2021), and also apparently unaware that no tenancy agreement had been produced to Julian Knowles J.

133. In the order dated 8 December 2021, I noted that there was no issued claim on the court file despite the order of 29 November 2021, and I ordered that this be done by 4pm on 13 December 2021. In line with Mr Rasool's wholesale disregard of court orders, this was never done. As mentioned above, nor did Mr Rasool provide, by no later than 4pm on 13 December 2021, the witness statement ordered under paragraph 3 of the 8 December 2021 order. Paragraph 2 of the order required him to produce certain originals for inspection: this was to be done by no later than 4pm on 13 December 2021. As described in paragraph 42 of my earlier judgment, this too was not done. In his

evidence, Mr Rasool accepted that he was late for the meeting which had been arranged for that purpose. No application was made by him to extend time for compliance with the order. The originals so ordered, including the original of the tenancy agreement relied upon, have never been produced to Paddington or the court.

134. The matter was then adjourned to 2pm on 17 December 2021 on the basis that the injunction would continue until then. As described in my earlier judgment, it then came to my attention that there had been the other applications made by Mr Rasool. Prior to the 17 December 2021 hearing, I made orders in relation to the Lonpane and Proud Honour proceedings. In summary, the orders provided that if Mr Rasool wished to explain how he could allege that he was living simultaneously at three different properties, he should provide evidence by a specified deadline. That deadline was missed but Mr Rasool produced a statement very shortly before the 17 December 2021 hearing.

135. This statement, which was dated 17 December 2021 and verified with a statement of truth, was prepared with the assistance of counsel. It sought to explain the apparent inconsistency in Mr Rasool's evidence on the basis that although he was the tenant of all three properties, he only resided in 406 Betula House. Where he had referred, in his application against Lonpane, to himself occupying 395 Oxford Street he meant his sister alone and it was only she who had been evicted. He was seeking to protect her given that she was extremely unwell with cancer and it was vital that she was allowed to re-enter the premises. Where he referred to himself and his sister as occupying Bloomfield Court in the application against Proud Honour, he meant an unnamed cousin of his. He did not explain why he referred to himself and his sister but not his cousin in his evidence in that application. And he did not explain why he, rather than his cousin, made the application.

136. Mr Rasool claimed that he did not see a problem with what he had done given that the important point was that his sister and his cousin had been evicted. Nor did his direct access barrister advise him that his approach was wrong. He said that he had acted honestly at all times but had now been advised that his approach had been very foolish but he did not intend to mislead the court.

137. He maintained in that witness statement that he was the tenant of 406 Betula House, that he was entitled to occupy it and had been unlawfully evicted, and that it was therefore imperative that he retained the occupancy of the flat. That was the case that he advanced at the hearing, which occupied the whole afternoon, on 17 December 2021. I rejected that case, discharged the injunction and granted possession to Paddington for the reasons set out in my earlier judgment.

138. In his 29 April 2022 statement, Mr Rasool accepts that the statements dated 3 and 13 December 2021 contained, in substance, the same inaccuracies as were contained in the statement made in support of the application before Julian Knowles J. (I should explain that the statement dated 13 December 2021 was not actually served on that date, and that it was the same statement as that dated 3 December 2021 and served on 6 December 2021: see paragraph [44] of my earlier judgment.)

139. It is also now accepted, in Mr Rasool's 19 April 2022 statement, that the 17 December 2021 statement contained significant inaccuracies. Indeed, the only material part of that

statement which is now, as I understand it, alleged to be accurate was that he was the tenant. It was accepted by Mr Rasool that it was inaccurate to say that:

i) "It was not me but Wafa alone who resided in 395 Oxford Street": Mr Rasool's case now is that he himself was living at that property, for a short while, but his sister Wafa was not.

ii) "It was not me but my unnamed cousin who resided at 10 Bloomfield Court": Mr Rasool's case now is that his unnamed cousin was not living there. Although Mr Rasool's 19 April 2022 statement implied that he had lived there, his oral evidence indicated that he had not lived there.

iii) "I have provided statements with these inaccuracies because the tenancy agreements were in my name and I wanted to protect Wafa and my unnamed cousin": Mr Rasool's case now is that he did not need to protect either his sister or his unnamed cousin, because he was in fact (at least as far as Oxford Street was concerned) living there.

iv) Inaccuracies were made because he was not aware of his duty of full and frank disclosure. I consider, however, that Mr Rasool was aware of that duty, because Kerr J had specifically referred to it in his order in the Proud Honour proceedings.

140. In the light of the facts as set out above, I turn finally to the question of whether – as Mr Rasool maintained before me at the hearing on 17 December 2021 and continues to maintain – he was the lawful tenant of Paddington in respect of the flat in Betula House at the time when he made his two applications. I have no hesitation in rejecting that case, which to some extent, I have already addressed in Section G above. At the time of those applications, there was no tenancy agreement in place. The only tenancy agreement to which Paddington was a party was the agreement with Rami News which Mr Nouri sent to Foster J on 16 November 2021, and which he thereafter again exhibited to his witness statement dated 30 November 2021.

141. Such tenancy agreement was belatedly produced by Mr Rasool on 6 December 2021 and purports to be a 2-year tenancy agreement in respect of the same property with Rami News acting as Paddington's agent and Mr Rasool acting as tenant. I attach no credence to that document because:

i) There is no independent corroboration of the existence of that document, whose authenticity depends solely upon the word of Mr Rasool. For reasons which will be apparent from this judgment, his word cannot be trusted.

ii) If that document had existed prior to around the time of its production to Paddington on 6 December 2021, it would have been provided to Paddington and the court much earlier. In particular, it would and should have been provided, first, at the time of the initial application to Foster J. Instead, a completely different agreement was produced. Secondly, it would and should have been provided at the time of the adjourned hearing ordered by Foster J: instead, Mr Rasool failed to attend to support his own application. Thirdly, it would and should have been provided at the time of the application to Julian Knowles J on 29 or 30 November 2021. Instead, no tenancy agreement was

produced, and the draft Particulars of Claim was pleaded by reference to a different agreement.

iii) Mr Rasool was ordered, on 8 December 2021, to provide the original of the tenancy agreement relied upon, by a deadline of 4pm on 13 December 2021. He failed to do so, and has never produced it.

iv) Mr Rasool was ordered, on 8 December 2021, to explain why the document had not previously been produced. He failed to do so.

v) By contrast, Paddington produced the agreement, which it relies upon, promptly. There is no reason to doubt the authenticity of that document. The fact that Mr Rasool was not living in the property, prior to the order of Julian Knowles J, is admitted by Mr Rasool. It is also consistent with the fact that Mr Rasool, when he did gain access, was unable to operate the heating system, and sought to bribe the concierge to provide help. This supports Mr Nouri's evidence that there was no relationship, to the knowledge of Mr Nouri, with Mr Rasool. Such relationship as had existed was with Rami News, but the relevant tenancy agreement had expired and in fact Rami News had vacated the property in March/ April 2020.

vi) Paddington had a 1-year agreement with Rami News. It makes no sense to posit that it would, simultaneously, have entered into a separate 2-year tenancy with Mr Rasool. This would have resulted in there being two tenants, simultaneously, under different agreements for a year. Furthermore, Paddington had an agent, Hyde Park Agencies Limited, not Rami News.

142. Accordingly, the contempts alleged in relation to the second Betula House application have been proved.

I: Conclusion on the contempt application

143. I have reviewed Paddington's N600 form which sets out details of the contempts relied upon. For the reasons set out above, I consider that all the contempts have been proved to the requisite standard, save for the qualifications concerning Proud Honour described in paragraph 93 above.

J: Civil restraint order

144. In addition to its case for committal, Paddington also apply for a CRO against Mr Rasool.

145. There are, currently, two orders which contain an express finding that an application by Mr Rasool was totally without merit. These are: (i) my order dated 17 December 2021 in relation to Mr Rasool's application for an injunction; and (ii) the order of Collins Rice J dated 24 February 2022 in relation to Mr Rasool's urgent application dated 23 February 2022, relating to QB-2021-004502, for a stay of execution of a High Court eviction notice in respect of 35, Albion Gate, Hyde Park Place, London W2 2LA.

146. There is authority that, when considering a CRO, it is also appropriate to look at other applications retrospectively, since it may appear, on the facts later known, that

applications were totally without merit even though that was not apparent, or considered, at the time: see White Book paragraph 3.11.2 citing *Sartipy v Tigris Industries Inc* [2019] EWCA Civ 225. In the light of the findings in this judgment, the following further applications were totally without merit:

i) The application to Mellor J (successful) dated 9 June 2021 for an injunction relating to Princes Court;

ii) The application to Calver J (successful) dated 30 June 2021 for an injunction relating to 395 Oxford Street;

iii) The application made to Mr Southey QC (unsuccessful) at the hearing on 13 July 2021 against Lonpane for contempt alleging breach of the order of Calver J dated 1 July 2021, and in respect of which Mr Southey QC gave directions on that date;

iv) The application to Pepperall J (unsuccessful) dated 26 July 2021 for an injunction relating to Bloomfield Court;

v) The application to Henshaw J (unsuccessful) dated 24 September 2021 in relation to 395 Oxford Street for an order setting aside the order of Mr Michael Kent QC dated 23 September 2021;

vi) The application to Foster J (unsuccessful) dated 12 November 2021 for an injunction relating to Betula House;

vii) The application to Julian Knowles J (successful) dated 29 November 2021 for a without notice injunction; and

viii) The application to Julian Knowles J on 30 November 2021 to continue the injunction which had been granted on 29 November 2021 relating to Betula House. This application was ultimately certified at the hearing on 17 December 2021 as being totally without merit.

147. A significant number of totally without merit applications were therefore made by Mr Rasool in a short time-frame. An extended CRO would not, in all the circumstances, be sufficient: it is unlikely that there would, in the light of this judgment, be any further applications or proceedings concerning the properties in question. Where an extended CRO is not sufficient, the court may grant a general CRO: see paragraph 4.1 of Practice Direction 3C (Civil Restraint Orders). That is the appropriate order in the circumstances of this case.