Neutral Citation Number: [2026] EWHC 1220 (KB)

Case No: KB- 2025-002801

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 21 May 2026

Before :

MR JUSTICE MANSFIELD

- -

Between :

(1) AZADEH AMANDA NAVAIAN
(2) MARICI LONDON LTD — **Claimants**

- and -

(1) KING CHARLES III CHARITABLE FUND
(2) FARESHARE UK
(3) MS DORI ZOREH DANA-HAER — **Defendants**

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The **Claimants in Person**
Andrew McLeod (instructed by **Slaughter & May**) for the **Defendants**

Hearing dates: 26 February 2026

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Approved Judgment

This judgment was handed down remotely at 10.30am on 21 May 2026 by circulation to the parties or their representatives by e-mail and by release to the National Archives.

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Mr Justice Mansfield:

Introduction

1. The Claimants bring a claim against the Defendants for breach of contract, misrepresentation and unlawful interference with economic relations. The claim relates to a proposed fundraising initiative involving the parties which was planned between April and July 2024 but ultimately collapsed.

2. The Defendants apply to strike out the claim or for summary judgment. They argue that the claim is bound to fail and/or that it is an abuse of process. Ms Navaian (representing herself in person and as sole director of the Second Claimant "**Marici**") opposes the application. She argues that the claims have merit and raise factual issues that can only be determined at trial.

The Parties

3. Ms Navaian is an entrepreneur with interests in fashion, sustainability and philanthropy. She is the founder and sole shareholder of Marici. She describes Marici as a sustainable luxury brand with a focus on ethical fashion and environmental responsibility. Ms Navaian says that at all material times she was the creative and operational lead of Marici and that in relation to all matters in the claim she acted on behalf of herself and Marici.

4. The First Defendant ("**KCCF**") and the Second Defendant ("**FareShare**") are both UK charities registered with the Charities Commission. KCCF was established in 1979 by His Majesty the King (then The Prince of Wales). It provides grants to fund a variety of initiatives. FareShare was founded in 1994 and is a food redistribution charity.

5. KCCF and FareShare are jointly involved in the Coronation Food Project (the "**CFP**"), together with certain other organisations. The CFP was established in 2023 as an initiative to redistribute food to those in need and to reduce carbon emissions. The CFP's Development Committee is responsible for raising funds for the CFP. The chair of the Development Committee is Ms Dana-Haeri, the Third Defendant.

6. Other key figures involved in the dispute are Dame Martina Milburn, Co-Chair of the CFP; Pooja Shah, CFP operations manager; George Wright, then CEO of FareShare; and Polly Bianchi, Chief Income and Engagement Officer of FareShare. During the course of events, the Claimants were assisted by Neil Sussman.

The Claim

7. The claim as now advanced is set out in Particulars of Claim dated 14 October 2025 and filed on 4 November 2025. This is the third iteration of the Particulars of Claim. The Defendants have taken no objection to their amendment. In this judgment references to the Particulars of Claim are to this third version, unless indicated to the contrary. Although Ms Navaian is a litigant in person, she told me that she engaged a barrister on a direct access basis to assist with the third version of the Particulars of Claim.

8. The Particulars of Claim run to 63 pages. Contrary to CPR PD 1.3, the Particulars do not contain a short summary of the claim. Taken as a whole, the Particulars of Claim, do not contain a concise statement of the facts on which the Claimant relies - as required by CPR 16.4(1)(a). It is not easy to discern the claims advanced, nor against which Defendant or Defendants each claim is advanced.

9. The claims relate to a collaboration between the parties on two connected fundraising projects over a period of around three months in 2024. These projects are defined in paragraph 13 of the Particulars of Claim as "**the Projects**":

    i) "*A social entrepreneurship e-commerce business*" selling T-Shirts. 50% of the retail value would be donated to the CFP and 50% would be used for "*operation and expansion of the business*".

    ii) A "*Conscious Dining*" concept, by which ultra-high net worth individuals would make a donation to attend a dinner at which Dame Martina Milburn would make a speech.

10. Work was carried out to organise a dinner and to launch the T-Shirt initiative. The Claimant worked hard on the Projects from the end of April to mid-July. Both the dinner and the launch of the T-Shirt campaign were cancelled on 15 July 2024, only 24 hours before they were due to take place. Shortly thereafter the relationship between the parties was terminated.

11. The claims that the Claimants bring arising out of this are as follows:

    i) **Breach of contract**. The Claimants rely on an alleged contract made in a Zoom call on 29 April 2024. The alleged agreement is described variously in the Particulars of Claim as "*the KCCF Oral Agreement*", "*the CFP Agreement*" and "*the CFP/KCCF Agreement*". I shall refer to it as "**the Oral Agreement**" for ease of reference, while noting that it is the Defendants' case that no such agreement was made.

    ii) **Misrepresentation**. It is alleged that the Claimants were induced to contract with the Defendants by misrepresentations.

    iii) **Unlawful interference with economic relations**. This claim relates to the circumstances in which the dinner was cancelled, and subsequent cancellation of the T-Shirt initiative and statements said to have been made to third parties about the cancellations.

The Defendants' Application

12. The Defendants' case is that the claim is hopeless. It has no realistic prospect of success (for the purposes of a summary judgment application); and/or the Particulars of Claim disclose no reasonable grounds for bringing the claim (for the purposes of a strike out application).

13. The Defendants rely on five points:

    i) As against FareShare, the claims in contract and tort are barred by what is described as "**the FareShare Contract**".

ii) The claim for breach of contract has no reasonable prospect of success for three reasons:

a) An agreement in the terms of the Oral Agreement would be unenforceable under s.59 of the Charities Act 1992;

b) The obligations alleged are too vague and uncertain to be enforceable contractual obligations;

c) There was no intention to create legal relations.

iii) There is no legally recognisable misrepresentation claim pleaded.

iv) The pleading does not disclose a legally valid claim for unlawful interference with economic relations.

v) The claim for damages in excess of £6 million is not legally coherent and includes heads of loss for which there is no proper basis in law.

14. As an alternative, the Defendants argue that the Claim Form and Particulars of Claim should be struck out under CPR 3.4(2)(b) and/or (c), as an abuse of process, and for breaches of CPR 16.4. This alternative ground for strike out is based on the submission that the Particulars of Claim, even in their third iteration, are so vague, incoherent and unparticularised as to amount to an abuse of process.

The Court's approach to strike out and summary judgment

15. The relevant legal principles in relation to strike out and summary judgment are well-settled and were not in dispute. I can deal with them briefly.

16. As to strike out, I gratefully adopt the summary of principles in the judgment of Roger Ter Haar QC in *Benyatov v Credit Suisse (Europe) Ltd*. [2020] EWHC 85 (QB) at paragraph 60. The question under CPR 3.4(2)(a) is whether the statement of case discloses no reasonable ground for bringing or defending the claim. I am mindful that strike out is a draconian step and not appropriate where there are serious live issues of fact which can only be determined by hearing oral evidence I am also mindful that it must be assumed, on a strike out application, that the facts pleaded are true (*Price Meats Ltd v Barclays Bank Plc*) [2000] 2 All ER (Comm) 346 at paragraphs 2 and 12-13.

17. A separate ground for strike out is where a statement of case is so unreasonably vague, incoherent or unparticularised as to amount to an abuse of process *Towler v Wills* [2010] EWHC 1209 (Comm) paragraphs 16 and 18.

18. As to summary judgment under CPR 24.3, I gratefully adopt the summary of principles to be derived from the authorities in *Iiyama (UK) Ltd. v Samsung Electronics Co Ltd.* [2018] 4 CMLR 23 at paragraph 39. I must consider whether the claims have a realistic, as opposed to fanciful, prospect of success. While it is not for the Court to conduct a mini-trial, the facts pleaded are not assumed to be true (contra a strike out application) and I need not take everything alleged at face value.

Facts

19. I have had regard to the Particulars of Claim itself, but also to the two witness statements filed by Mr Cotton on behalf of the Defendants and the witness Statement of Ms Navaian. Although Mr Cotton exhibits some of the contemporaneous documents, Ms Navaian's statement exhibits 95 pages of emails and messages passing between the parties. While that compilation does not appear to be a complete set of messages, it set out the main communications between the parties in chronological order, and I have found it helpful in establishing the narrative below. After the hearing, at my request, Ms Navaian filed a further exchange of emails between Mr Sussman and Mr Wright. Ms Navaian also filed a short letter on 2 March 2026 explaining her position with regard to a submission she had made at the hearing. I have also had regard to all these materials.

20. According to the Particulars of Claim, at paragraph 9, Ms Navaian and Ms Dana-Haeri met in 2021. At paragraph 10, the Claimants say that the Claimants organised a Marici investor breakfast on 23 April 2024 at which Ms Dana-Haeri gave a speech seeking support for the CFP, which was newly launched at that time. The Claimants allege this in respect of the 23 April breakfast:

> [Ms Dana-Haeri] immediately engaged all of the Claimants contacts and key stakeholders to become involved and to support the CFP, which she assured, was an initiative of the First Defendant. From this day onwards multiple group chats on whatsapp started where [Ms Dana-Haeri] was introduced as the lead.

21. Paragraph 11 then alleges that "*in reliance on [Ms Dana-Haeri's] representations*" the Claimants key stakeholders agreed to engage in support of the CFP and the Claimants' philanthropic business model and became involved in the Projects from the outset.

22. The representations that appear to be alleged are that Ms Dana-Haeri worked for KCCF, and that the CFP had the backing of the KCCF, and therefore the King. Such representations are true, as a matter of public record.

23. The pleading says nothing about the circumstances in which Ms Dana-Haeri came to speak to the Claimants' contacts on 23 April 2024, but it is not alleged that there was any contractual relationship between the Claimants and any of the Defendants at that time.

24. Paragraph 16 alleges that on 26 April 2024 Ms Dana-Haeri introduced the Claimants to Mr Wright. FareShare was said to be a partner of KCCF. It is said that Mr Wright embraced "*the alternative fundraising method*" – which I take to be the Projects – and it was agreed that the concept would be presented to Dame Martina Milburn for her to confirm the Projects under the banner of the CFP and the KCCF.

25. A Zoom meeting took place on 29 April 2024 ("**the 29 April Meeting**"). It is at this meeting that the Claimants allege the Oral Agreement was formed.

i) Paragraph 17 of the Particulars of Claim plead that the 29 April Meeting took place between the Claimants and Dame Martina Milburn and Ms Dana-Haeri. Paragraph 18 pleads that an oral agreement was concluded between the Claimants and claimed representatives of KCCF; Dame Martina Milburn and Ms Dana-Haeri.

ii) During the course of his reply submissions, Mr McLeod made the point that nobody from FareShare attended the 29 April Meeting. Ms Navaian interjected to say that Mr Wright and Ms Bianchi attended. The Defendants dispute that.

iii) It is true to say that in an email dated 26 April (referred to and exhibited to Ms Navaian's witness statement) Ms Dana-Haeri suggested setting up a Zoom call between Ms Navaian, Mr Wright and Dame Martina. However, the witness statement makes no mention of Mr Wright or Ms Bianchi in the account of the meeting.

iv) I can obviously not resolve the factual dispute on this application, but it is sufficient to say that the pleaded case (Particulars of Claim paragraphs 17-18) makes no mention of any representative of FareShare attending, saying anything, or agreeing anything.

26. It is alleged that at the 29 April Meeting KCCF approved and agreed for the Projects to be run for the CFP and assured support from Buckingham Palace. The terms of the alleged Oral Agreement are set out at paragraphs 27-29 of the Particulars of Claim. Paragraph 27 pleads that the Claimants were tasked with delivering on the two Projects. Paragraph 28 is headed "*The Defendants' contractual obligations*". There are twelve sub-paragraphs. In essence, KCCF would support and endorse the projects and Dame Martina would host the dinner; Ms Dana-Haeri would secure donors and attendees for the dinner; FareShare would provide operational support and "confirm celebrities" through their own PR.

27. Ms Navaian gives an account of the 29 April Meeting in her witness statement at 3.7.5-3.8. She does not say that the detail set out in the Particulars of Claim was all discussed in that meeting. I note that she says at 3.7.6:

> Dame Martina approved both initiatives for the CFP and made clear that for compliance purposes, a third-party structure and a limited company would be required to operate the T-Shirt project and donate funds for the CFP to FareShare.

28. In her oral submissions, Ms Navaian said that from 29 April she was informed that "*we were going to form a contract*", and that the contract was necessary for the e-commerce T-Shirt Project, not for charity donations. It was clear that an agreement was required for sales.

29. On 30 April Ms Dana-Haeri emailed Marici, cc Mr Wright. The email reads:

> Thank you for your email. George, I think it might make sense to have Polly and anyone else from your finance team to move

> the project on. As Martina mentioned you need a trading company (I think you have that). It would be good to see where decisions need to be made. so we can get the ball rolling. I leave it in your capable hands and massively grateful to Amanda.

30. After the 29 April Meeting, plans were made to advance the Projects.

    i) A dinner was planned to take place at a restaurant, CLAP London. The date was initially to be 4 June, but it was postponed twice, to 17 June (due to a reception at Buckingham Palace on 4 June) and 16 July (due to the calling of the 2024 general election). Ms Navaian encouraged wealthy and high profile contacts in her network to attend the dinner and or to donate. Tickets were sold, though Ms Navaian explains that many of those who bought tickets did not plan to attend and regarded the purchase as a donation.

    ii) Plans for the T shirt line developed. Ms Navaian engaged designers and a photographer. She organised a photoshoot with various influences and celebrities on 6 June 2024. Work was done to put in place a website and QR code for e-commerce.

31. On 29 May, Ms Navaian wrote to George Chandler and Polly Bianchi at FareShare. She said "*In regards to the talents it would be great to start preparing a contract/payment agreement. What we have outlined is the following, A payment of £1,000 for*" she then listed a post on Instagram, participation in a photoshoot on 6 June and attending the 16 July dinner, or a following dinner.

32. On 30 May, Ms Navaian emailed Mr Wright, Mr Chandler and Ms Bianchi to say "*Further to our call can you kindly confirm the budget we have to spend on creating the campaign*".

33. On 31 May 2024 Ms Navaian wrote to Dame Martina Milburn and Ms Dana-Haeri to inform them of the photoshoot organised for 6 June. Dame Martina responded encouragingly and Ms Navaian wrote again on 1 June regarding approval of T-Shirt slogans.

34. On 1 June Mr Wright emailed Ms Navaian in response to her email of 30 May. He proposed a meeting the following week "*so we can finalize plans and details.*" He then suggested "*a few topics to go through*". He set out seven points. Ms Navaian replied on the same day and added comments into Mr Wright's email below each point. Ms Navaian also agreed to the suggestion of a further meeting.

35. Mr Wright's first point started:

> One thing I'd appreciate your help on. Happy to confirm the £25k budget for our charity purposes we need to class that explicitly to cover expenses. It can't be used in the form of a payment in exchange for a post or attendance.

36. Ms Navaian said that she understood and "*if it is easier*" she could take care of everything and hand in an itemized invoice later. Mr Wright later replied "*Thanks, Amanda.*"

37. The Defendants say that this exchange of emails amounted to a written agreement by FareShare to reimburse Ms Navaian up to £25,000 in expenses incurred on provision of an itemized invoice ("**the Reimbursement Agreement.**")

38. On 2 June, Dame Martina replied to Ms Navaian's email of I June about the T-Shirt photoshoot. She added Mr Wright to the thread, asking:

> George – can you confirm that relevant agreements are in place please either with Amanda or with Marici? I'll leave it to you to decide if you need a CRM or a general agreement.

39. At this point, no written agreement had been entered into between any of the parties. I note that during the course of her oral submissions Ms Navaian said that this email showed that Dame Martina was following up to ensure that the contract that was discussed in the 29 April Meeting was in place.

40. Ms Navaian responded to that email on 4 June, by which time she and Dame Martina had met at a reception at Buckingham Palace that day. It is clear from that email that Ms Navaian was awaiting sign off on T-Shirts. She went on to say:

> Once we have direction from you – we can start populating the website which will not be live and ensure everything is signed off and aligned with compliance and then go live hopefully on 16th July.

41. On 5 June, Dame Martina sent an email to Ms Navaian including the following:

> I have been giving your proposal some thought and I feel things may have become a little complex with websites etc. Would you consider running the dinner and T-Shirt sales as your own event (i.e. a third party event) and simply giving Fareshare a donation at the end? We would be happy with a short sentence which said "**All proceeds will go to Fareshare for the Coronation Food Project**".
>
> Third party events are regularly used by people to raise money for charity and it means you will be completely in charge."

42. Dame Martina went on to say that Mr Wright could talk through what this means and left them both to discuss.

43. During the hearing, I asked Ms Navaian what she understood Dame Martina to mean by "*I have been giving your proposal some thought.*" She said she understood it to be a reference to their agreement, i.e. to the Oral Agreement. There is clearly a significant difference between a proposal and an agreement. It is difficult to see how Dame Martina could have used the word "proposal" to refer to a concluded agreement, or that Ms Navaian could have understood the word to be a reference to an agreement.

44. Ms Navaian replied to Dame Martina's email on 5 June. Materially, she said:

> I totally understand, and also felt confused about possibly combining websites which was never the intention…
>
> Of course, third party sounds best way to proceed due to compliance and management, George and I spoke about this in our last meeting and both felt it's a good solution – the sentence for the link is great, thank you.

45. The photoshoot went ahead on 6 June. Dame Martina had earlier indicated she would not be able to attend, and Ms Dana-Haeri texted to say she was unable to attend on the day. It appears there was some disagreements about use of NDAs which FareShare wanted participants to sign and use of QR codes on the sample T-Shirts, but I do not need to address that in any detail.

46. On 8 June Ms Dana-Haeri emailed Ms Navaian:

> Amanda Jan [sic] I understand that you might be a bit confused at the turn of events. I have been trying all along to make you aware of the palace protocols and that anything to do with the King has to go through Martina for approval. She is the gatekeeper and it is essential as we don't want anything to backfire. That is why I was pushing to do this for FareShare rather than CFP. I am down with a bad cough and dreadful hayfever. I hope this gets sorted as you have been so creative and trying to get things done. But you need to slow the pace. If need be let it go …. at the min you got to see the palace, be introduced to the King and show him your sustainable handbag.

47. Arrangements for the Projects continued. A number of issues arose between the parties, including in particular whether Dame Martina would attend and host the dinner.

48. On 14 June Ms Bianchi sent Ms Navaian a draft NDA and a draft funding agreement for signature. She said that she believed it needed working through together in person on Monday (i.e. 17th) and she assumed there would be some tweaks and amendments based on their discussions. The draft funding agreement went through various iterations in the following days. It is what FareShare rely on as the contract governing the relationship between the parties i.e. the FareShare Contract, though they also accept the existence of the Reimbursement Agreement as a separate agreement.

49. Ms Navaian sent Ms Bianchi a copy of the agreement with comments on 17 June. She said "*the contract does not at all reflect our conversation at lunch nor our agreement*". Ms Bianchi sent back a revised agreement later that morning, which included some points for discussion. It appears there was a meeting on 17 June to discuss the FareShare Contract. In her witness statement, Ms Navaian says there was a 2 hour meeting on 17 June, but various matters were left over to a further meeting.

50. For the purposes of this application, I have referred to the version of the FareShare Contract exhibited to Mr Cotton's first witness statement, which appear to be the same as the version previously relied on by Ms Navaian in solicitors' correspondence (Muldoon Britton letter 25 November 2024). The FareShare Contract is an agreement between Marici (described as "the Fundraiser") and FareShare (described as "the Charity").

51. FareShare authorise Marici to raise funds in aid of FareShare. The specific project is not set out in the agreement. A recital says "*The Fundraiser wishes has agreed to fundraise project specific "in aid of FareShare*" [sic]. There are however indications that the contract refers to the Projects that were in planning:

    i) Clause 2.2 says that Marici is permitted to use, only the website that promotes the project: "*All proceeds will go to FareShare for the Coronation Food Project"*.

    ii) Clause 2.3 provides that all other promotional materials must state clearly that Marici are raising funds "in aid of FareShare".

    iii) 2.8 provides that approvals are needed from Ms Bianchi and Ms Shah for any use of the FareShare or CFP logos or names.

    iv) 3.2d provides that FareShare's responsibilities include that Mr Wright will attend the dinner at CLAP London on 16 July 2024.

    v) 3.2f provides that Marici is not permitted to use either FareShare or the CFP's names or logos on any of the t-shirt designs.

    vi) Clause 6.1 provides "*Either party may terminate this Agreement by providing 14 days' written notice to the other party. The notice to be 3 months unless any of the acts stated above are broken.*"

    vii) There are also provisions, upon which FareShare rely, relating to indemnification of FareShare by Marici (clause 5.2); entire agreement (7.1) and no-oral modifications (clause 7.2).

52. Also, on 17 June Ms Navaian emailed Dame Martina to assure her of her commitment and referred back to her earlier email of 1 June. On the same day Dame Martina replied:

> "Thank you Amanda. As previously mentioned, now this is a third party event you need to sort this all out with Fareshare. The only reference which needs to be run past Paul Brown is where you reference CFP.

53. Ms Navaian replied:

> Thank you Martina. Absolutely, as a third-party fundraiser agreement, and an independent unit, we will always run things by Paul, in the case of any further referencing to CFP – which we do not intend to do apart from what has already been agreed. There should not be any issues if we can proceed accordingly for everyone to be able to move forward.

54. Planning for the dinner continued, though it is clear from the documents I have seen that tensions were emerging between FareShare and Ms Navaian, and Ms Navaian was particularly aggrieved by the removal of Dame Martina as host of the dinner. There were also tensions between Ms Navaian and the venue, CLAP London.

55. On 26 June Ms Navaian sent a lengthy email to Ms Bianchi. On the subject of the contract, she said this:

> Contract was sent eod June 14th, amendments sent morning of June 17th, revised contract was returned by midday same day from your end, whereupon we all later same day got on a zoom meeting going over contract point by point for over 2h – it is highly important to note that points addressed and agreed cannot be revised again, not only leading to further waste of time, and terms agreed upon cannot simply be changed without consensus by both parties. We had a few points we all agreed to go back for approval – we are still waiting for Pooja to feedback on this. And so I await to hear back from you on these points to finalise everything – I believe you have the copy of the contract we worked on, but let me know if you need me to send it.

56. Ms Navaian also raised the point that the £25,000 expenses had not been paid. On 26 June Ms Bianchi said:

> I just wanted to answer your point on the £25k below. We are committed to honouring our contribution of £25k for expenses. Can you supply the bank details you would like this to be transferred to? That is then yours to divide up for the expenses you have incurred so far and others can invoice you directly.

57. On 1 July Ms Navaian emailed Mr Chandler asking for the contract to be sent again to make sure she had the correct one. On 4 July, Ms Navaian wrote to Ms Bianchi stating "*I have sent the invoice and I believe the contract is good to sign – when would like to sign?"*

58. There is a dispute as to whether the FareShare Contract was concluded or not. The Defendants say that there was a concluded written agreement, in the revised form of the latest draft on 17 June 2024. Mr Cotton (first witness statement paragraph 23) says that a formal written agreement was entered into between FareShare and Marici (signed by Ms Navaian) dated 17 June 2024.

59. There is no real evidence that the contract was signed by Ms Navaian and it seems unlikely that it was.

    i) The exhibited document (JCC1/129-133), contains Ms Navaian's full name typed in the signature block, with a date of 16 June 2024. There is no actual signature from Ms Navaian. The document is not signed by FareShare. The agreement is headed as being made on 17 June 2024 and appears to have been sent under cover of a letter dated 21 June 2024.

    ii) As is clear from the narrative I set out above, the draft contract was under discussion and revision on 17 June.

    iii) Ms Navaian has exhibited to her first witness statement a version of the agreement dated 16 June. That also has Ms Navaian's name in block capitals, but this time against the words "*Fundraisers Full Name*"; the signature line is blank, though the date of 16 June is given. This version contains numerous comment bubbles marking it up, by Mr Chandler on 15 June and by Ms Bianchi on 17 June. A number of the comments identify matters to discuss. It is not signed by FareShare. Ms Navaian also exhibits a version dated 17 June which is signed by neither party.

    iv) It appears unlikely that any version of the FareShare Contract was signed: as late as 4 July 2024 Ms Navaian was asking about arrangements for signature. There appears to be no follow up to that.

60. However, although it is unlikely that the FareShare Contract was signed, after 17 June Ms Navaian appears to have been willing to sign the FareShare Contract, from 26 June at least up to 4 July 2024. She does not appear to have complained that it was inconsistent with the Oral Agreement, of which there was no mention at the time.

61. Ms Navaian's position in relation to the FareShare Contract is inconsistent:

    i) She says, in this application, that she did not agree the FareShare Contract.

    ii) Paragraph 70 of the Particulars of Claim pleaded that the Defendants "handed in" a further version of the agreement, version 3. No date is given but this is pleaded immediately before a paragraph dealing with events on 4 July 2024. Paragraphs 74-75 then plead that Ms Navaian had to agree to version 3 of the agreement due to economic duress. So that suggests she did agree the contract, but it ought not to be binding on her as a matter of law.

    iii) However, Ms Navaian has previously relied on the FareShare Contract herself in pre-action correspondence: in a letter dated 25 November 2024, her then solicitors, Muldoon Britton, expressly relied on a written agreement, attached to the letter, which is the 17 June version of the Fareshare Contract. It is alleged

> that the cancellation of the dinner was in breach of the notice provisions of that agreement.

62. Meanwhile, on the Claimant's case, fundraising continued and work on the T-Shirts (and website) and the dinner continued. The Claimants say the donation target was met by 26 June.

63. The dinner due to take place at CLAP London was cancelled. On 15 July, the operators of CLAP London emailed Ms Navaian and FareShare saying:

> Following mutual discussions with the key parties involved in tomorrow's event and the difficulties that have arisen in the last week, we believe it is best to postpone the event indefinitely.

64. Ms Navaian alleges that the Defendants procured the cancellation of the dinner by CLAP London, in circumstances where they had no authority to do so, as from 5 June 2026 the event was a matter being arranged between the Claimants and CLAP London. Particulars of Claim paragraph 80 alleges that the Defendants introduced themselves to CLAP London "as people of authority" and engaged in discussions planning to cancel the event as of 11 July 2024 (POC 80(i)). It is alleged that the Defendants had no right to engage in undisclosed meetings relating to the Projects (POC 80(ii), POC 80(xiii)-(xxi)).

65. Ms Navaian addresses this allegation in her witness statement. She says (paragraph 33.15) that she was told on 15 July by a Mr Kyle Lutnick that Mr Wright had told him that CFP and FareShare took the decision to cancel. She says (paragraph 36) that in a meeting on 22 July, attended by her and Mr Wright, Ms Bianchi and Ms Shah (among others) the Defendants stated that they had a phone call with CLAP London on 11 July and a Zoom meeting on the same day, followed by an in person meeting on 12 July. She says on 12 July the Defendants knew a cancellation would take place. Significantly, she does not say that she was told by the Defendants that the decision to cancel was taken by the Defendants, nor that they induced CLAP London to cancel.

66. At the same time, the Claimants plead a series of complaints about CLAP London's behaviour and their arrangements for the dinner, including that CLAP London had lied about their own charitable contribution (POC 80(iv)-(xi)). The Claimants also plead a number of deficiencies in the format of the dinner and complains that it was costing more than was being fundraised (POC 72). It is difficult to see how, in the circumstances pleaded by the Claimants, the dinner could have successfully gone ahead, whatever the intervention of the Defendants.

67. The Claimants then complain (POC 86-88) that the launch of the T-Shirt website, planned for 16 July) was blocked until a regrouping meeting was held on 17 July. The Claimants alleges that the Defendants had no right to control the T-Shirt initiative. However, they did have control over the rights to use the names of the Defendants, and of CFP.

68. The contemporaneous documents show that he reaction to CLAP London's email on 15 July was as follows:

i) Ms Bianchi emailed Ms Navaian saying "*we want to make sure that your guests get notified ASAP*". She suggested a draft of an email to guests. She said the email was best coming from Ms Navaian, but the refund of the ticket price would come from FareShare.

ii) Ms Navaian replied:

> "honestly the below a relief as it was creating lots of cash flow issues for us and would have rather donated the money as the evening was for fundraising.
>
> The below sounds great with the addition of "Due to unforeseen circumstances from the Clap end".
>
> We did our best for them to see the added value we were bringing and all the money we spent on this from our end – they kept on trying to deviate and add charges – when we final said we will manage the alcohol as we felt they will be trying to keep pouring so we spend more - they cancelled. So this change is coming from their end over money.

iii) The email went on to mention the T-shirts before saying:

> Catherine Minte is still coming from Paris – I just had a call with her and Olivia and we will go ahead and have dinner as planned but just much more casual and relaxed to celebrate all our hard work and I would like to invite all of you as my treat, we deserve it! I believe this happened for the best and feel a great sense of relief as I was feeling bad for not donating that money to meals instead as no fundraising was taking place.

iv) Ms Shah and Ms Bianchi wrote further emails saying that, in the light of the change in circumstances, there was to be no mention of the CFP of FareShare in the T-shirt website or media without further approval.

v) Ms Navaian replied to say "*from our end all is fine as the dinner had become a pressure with all the additional fees*". She acknowledged further approvals would be needed regarding references to CFP and FareShare.

vi) At 2.34pm Ms Bianchi said that although she had suggested Ms Navaian should send the cancellation email, FareShare proposed to do it now, so that everyone had just over 24 hours' notice.

vii) At 3.10pm Ms Navaian said the email that had gone out was not what was agreed upon. Ms Bianchi replied to say that it was tweaked to reflect that it was coming from FareShare and to thank Ms Navaian and others. Both referred to a meeting to take place on Wednesday 17th.

69. On the morning of 16 July, Mr Wright emailed Ms Navaian. It is a long email, but he said this about the dinner and about the ongoing relationship:

> "I then received a call from Max [of CLAP London] expressing his real concerns about your interactions with them. You then called me, labelling them among other things "thieves" (I am quoting you on that) despite their offer to provide the venue and food for free. As I said to you, I find that entirely unacceptable and not an approach we want to be part of, charity or not. Therefore, I felt I had no option but to endorse their withdrawal from the launch event. It has got to the point that our association with all of this feels like a risk due to the volatility you refer to. Hence why I felt I could not accept Kyle's kind offer to step in and help.
>
> Also, I must say I really do not appreciate your threat to come after FareShare for financial charges when this is a third party endeavour under Marici and there are no contractual obligations to do so on our behalf.
>
> We cannot continue to work in this way. Therefore, on the call tomorrow I would like to understand two things:
>
> 1How would we progress this with a different more positive set of behaviours.
>
> 2What are the outstanding issues involved and what would be required to close them out.
>
> In the meantime, I would remind you that any communication in any form related to FareShare or the Coronation Food Project cannot take place without our express permission.

70. After that, emails show a degree of recrimination on both sides. There appear to have been meetings on 17th July and 22nd July. On 24 July 2025, Mr Wright emailed Ms Navaian to terminate the FareShare Contract. He confirmed FareShare's commitment to reimbursing expenses. He said:

> As previously agreed, FareShare will reimburse Marici London for out-of-pocket expenses properly incurred by it in connection with the Contract [i.e. the FareShare Contract]. FareShare will make such reimbursement upon Marici London providing evidence of it incurring such expenses.

71. On 18 July Ms Bianchi said that the finance team encountered an issue as the bank details provided belonged to Navai Group Ltd, and they needed an invoice from the company that matched the bank account details. There was, at that stage, no suggestion that the invoice rendered by Ms Navaian was insufficiently itemised.

72. On 25 July Ms Bianchi emailed Ms Navaian to say:

> As we agreed in June FareShare will reimburse Marici London for expenses incurred in connection with the event up to £25,000. However, as was explained at the time, this budget can only be used to cover incurred expenses which cannot include appearance fees. Therefore, in order for FareShare to make such a reimbursement, we are required to have evidence of the incurred expenses.

73. Mr Bianchi claimed that certain of the invoices submitted appeared to be for appearance fees.

74. The Claimant alleges that subsequently the Claimants' "Fashion for Food" business and campaign collapsed as celebrities and those attending the dinner and taking part in the T-Shirt campaign were led to believe that they were misled and that the Claimants did not have the support of the KCCF. The Claimants allege that Ms Navaian was blamed by various third parties who were involved in the Projects.

Breach of Contract

75. I will deal first with the claim for breach of contract, the second of the Defendants' points on this application. Given that the first point relates only to FareShare, I will leave that until last after dealing with the points of more general application.

76. In my judgement, the Claimants have no reasonably arguable case that any contractual agreement arose from the 29 April Meeting. I doubt that the pleaded case is sufficiently coherent to disclose a cause of action, but I prefer to determine this issue on a summary judgement grounds.

77. I have reached the following conclusions in summary. There is no realistic prospect of establishing that the parties intended to create legal relations on 29 April and the terms of the alleged agreement are too uncertain to give rise to binding contractual obligations. Further, if there was an agreement, the myriad matters later complained of as breaches cannot be traced back to the terms of the agreement.

78. The 29 April Meeting was an early conversation in relation to a fundraising initiative. There had been some earlier conversations pleaded between Ms Dana-Haeri and Ms Navaian, but this was the first conversation between Dame Martina Milburn and Ms Navaian. Whether one looks at the proposed arrangement as charitable or commercial, it is unlikely, although not impossible, that either party would intend a binding contractual arrangement to have arisen during this conversation. Particularly in a charitable context (but also in a commercial context) it is quite possible that parties would agree to work towards a particular shared goal voluntarily without at that stage entering into binding commitments.

79. Some of the documents following the 29 April Meeting refer to the need for an agreement to be entered into. In her submissions at the hearing, Ms Navaian accepted that she was told there would need to be an agreement. I accept the Defendants'

submission that if there was an agreement at all, it was no more than agreement to agree, which is not binding in law. It is clear from the narrative I have set out above that discussions as to the arrangement between the parties were ongoing after 29 April.

80. The question of certainty of terms is closely related to intention to create legal relations. An agreement may be void for uncertainty. A lack of certainty or clarity may also suggest that parties were not at a stage where they intended to create legal relations. It is clear that at the end of the 29 April Meeting, the arrangement alleged by the Claimants is simply too vague to be capable of amounting to a binding agreement. That is consistent with the notion that a further agreement would be needed.

81. First, the parties. The Claimants appear to assert that all of the parties to the claim were parties to the Oral Agreement.

    i) The Claimants plead that Ms Navaian acted on her own behalf and on behalf of Marici. Whilst that is possible, there is no explanation given as to why it was felt appropriate for the contract to be entered into by both Marici and Ms Navaian in her personal capacity. More significantly, there is no allegation in the Particulars of Claim that any of the Defendants agreed that both would be parties on the 29 April, or even that there was any discussion of it.

    ii) I can see no basis upon which Ms Dana-Haeri is claimed to be a party to the Oral Agreement. She was the volunteer chair of the CFP's Development Committee. It is highly unlikely that she would have entered into a personal contractual liability in relation to the Projects. The Particulars of Claim plead no facts to indicate that she did so.

    iii) FareShare is alleged to be parties to the Oral Agreement even though it is not pleaded in the Particulars of Claim that anybody from FareShare was at the 29 April Meeting. As I have set out above, while Ms Navaian says that Mr Wright and Ms Bianchi were present, that is not her pleaded position and even in her evidence and oral submissions she did not identify anything that they specifically agreed to, and the pleaded case is that KCCF and the Claimants concluded an agreement at the 29 April Meeting.

82. Second, the pleaded terms themselves included matters which, on the face of the Particulars of Claim, only occurred after 29 April 2024 and cannot have been agreed at the 29 April Meeting. It is alleged that media support was promised through Paul Brown, though it appears from paragraph 19(iv) to be alleged that this was promised on 3 May, not 29 April.

83. Third, the alleged terms contain a number of other matters which were highly unlikely to have been expressly agreed on 29 April. For example:

    i) Paragraph 28(vii) reads "*The Claimants would be endorsed in front of business stakeholders as the creator of a social entrepreneurship generating £ millions in support for the CFP community.*"

    ii) Paragraph 28(viii) reads "*The Claimants would receive …. (iii) referrals and associations that would elevate Marici's standing, particularly with ethical consumers, investors, the press and celebrities confirmed in the projects*".

iii) These may well have been the Claimants' aspirations and their understanding of the effect of the Projects, but it is not expressly pleaded that these things were discussed and agreed at the 29 April Meeting , and it is difficult to see how the Defendants could promise that millions would be raised for the CFP, or that the Claimants' standing would be elevated.

84. Fourth, the terms as a whole contain much that is simply too vague to amount to a binding contract. There are simply no ascertainable metrics or standards against which to measure, for example, how may UNHWI donors Dame Dana-Haeri was obliged to secure, or the celebrities that FareShare were to confirm. Nor is there any detail of the standards of the various support obligations that are referred to.

85. Also telling is what is not pleaded as being part of the contract. The pleaded terms make no reference to the parties' rights to terminate the Oral Agreement. It appears that nothing was discussed about that at the 29 April Meeting. That creates a significant difficulty for the Claimants.

i) Their case may be that neither party had a right to terminate the Oral Agreement at all. In the context of a collaborative arrangement to work on projects together, that seems highly unlikely. Indeed, such a contract would be unworkable.

ii) Or, the case may be that there was an implied right to terminate. If that is so, it begs two questions: if there was an implied right to terminate, in what way did the Defendants act in breach of contract by, as the Claimants allege, terminating the relationship? If there was a breach of an implied right to terminate on notice, for example, how do the claimed losses arise from a failure to give proper notice of termination? None of these issues are addressed by the Particulars of Claim.

iii) At the hearing, Ms Navaian accepted that the parties had a right to terminate the Oral Agreement if they wanted to, but her complaint was about the manner in which it was done. A complaint about the manner of termination would be likely to raise a number of issues, often complex in law, as to the Court's ability to imply mechanisms into a contract limiting a right to terminate and as to the right to claim damages arising from the manner of termination, as opposed to the fact of termination. It is not necessary to address those issues, as the question of termination rights is simply not addressed in the Particulars of Claim.

86. I am fortified in my view on the Oral Agreement by the way in which events developed, both at the time, and in the subsequent pre-action correspondence.

i) I have referred already to the later references to the need for an agreement.

ii) On 5 June, when Dame Martina suggested that the Claimants run the Projects as a third party event, Ms Navaian's response was positive. She did suggest that what was proposed was a breach of, or variation of, the Oral Agreement. Indeed she did not refer to the Oral Agreement at all.

iii) I have set out the issues in relation to the FareShare Contract above. While there is ground to doubt that this contract was concluded, Ms Navaian was willing to enter into it. She did not, on her own evidence, refer to the fact that she already had a binding agreement in the form of the Oral Agreement.

iv) On 19 August 2024 Berkley Rowe solicitors wrote a six-page letter to Dame Martin and Ms Dana-Haeri. It set out a history of events between April and July and complained of financial losses in the form of wasted expenses and reputational loss to Ms Navaian. The agreed budget of £25,000 is referred to, but there is no mention of the Oral Agreement, nor indeed of the 29 April Meeting at all.

v) On 25 November 2024 another firm, Muldoon Britton, wrote to KCCF, CFP and FareShare. Their letter was 11 pages long and set out the history again. It set out a claim of breach of contract, primarily complaining about the cancellation of the dinner. The basis of the claim advanced is not entirely clear. I note the following:

a) Once again, there is no mention of the Oral Agreement, nor of the 29 April Meeting.

b) The letter twice (paragraphs 2 and 9) refers to Ms Navaian as agreeing to "volunteer" in respect of the T-shirt project and the dinner.

87. Taking all of these circumstances into account, there is no argument with a realistic prospect of success that the Oral Agreement was concluded. That is fatal to the Claimants' claim for breach of contract against all Defendants, subject to the question of the Reimbursement Agreement, to which I will return below. Further, even if there were to be an argument that an agreement was concluded at the 29 April Meeting, even on the face of the pleadings there is no basis to argue that FareShare were a party to that agreement, nor that Ms Dana-Haeri personally was a party to it.

88. There is also no coherent case of breach of the terms of the Oral Agreement. Breaches of the Oral Agreement are alleged at paragraphs 118. Paragraph 118 has 25 sub-paragraphs. In many instances it is not possible to connect the alleged breach to the alleged terms of the Oral Agreement. By way of example only, paragraph 118 alleges that the CFP representatives, notably Ms Dana-Haeri, failed to fulfil express promises that the Claimants' handbags would be placed in the hands of the Queen and the Princess of Wales. Neither of the Projects were about the Claimants' handbag business. I asked Ms Navaian about this during the hearing. She said that Ms Dana-Haeri had said she would do this when they met in September 2021. Whether Ms Dana-Haeri said this or not, whether it happened or not, and whether Ms Navaian has grounds to feel aggrieved about it or not, a failure to do something promised in September 2021 cannot be a breach of an oral agreement made in April 2024.

89. The Defendants also rely on a separate point: that any oral agreement would be unenforceable as contrary to section 59 Charities Act 1992. That argument has arisen late in the day. It features in the Defendant's Skeleton Argument; but it is not mentioned in the pre-action correspondence, nor in the evidence filed in support of the application. It does not appear to have been expressly mentioned at the time of discussions about arrangements between the parties. The Defendants may be right, but the point is a technical one and has arisen late in the day against a litigant in person. I am not prepared to decide the application on the basis of this point.

90. However, it is not necessary to decide the application on this ground. For the reasons I set out above, there is no reasonably arguable claim that there was any agreement at all, so the question of enforceability of such an agreement does not arise.

Misrepresentation

91. The pleaded misrepresentation claim is hard to follow. It is difficult to disentangle complaints of promises that were not kept (relevant to the breach of contract claim) from alleged misrepresentations (i.e. statements of fact that were untrue at the time they were made).

92. The ingredients of an actionable misrepresentation claim are an untrue statement of fact or law made by a party which induces another party to enter into contract thereby causing the latter party loss.

93. The essence of the pleaded claim appears to allege misrepresentations which induced the Claimants to enter into the Oral Agreement, albeit some of the alleged representations are said to have occurred after 29 April, and some do not appear to be representations at all.

94. Paragraph 113 pleads:

> The Defendants, acting through their senior representatives, made a series of false representations of fact on April 23 and 29 2024 and an approved Crown-branded donation appeal and dinner invitation approved claimed to be approved by the Palace on May 7 2024. The Claimants entered into an Agreement in reliance of those statements made by Dori Dana-Haeri and Dame Martina Milburn representing themselves as working for King Charles Charitable III Fund with ostensible authority.

95. Paragraph 114 alleges that the CFP's representatives "represented that" – there then follow 20 sub-paragraphs. They cover a range of things.

i) Some are undoubtedly statements of fact but appear to be true, for instance (i) states that the CFP is an initiative of KCCF; (iii) is simply a reference to CFP's website.

ii) Some sub-paragraphs refer to statements or intent or promises/assurances given: for example (viii): "*Dame Milburn assured the Claimants that they would support the projects ….*"; (xv) "*Dori- Dana-Haeri stated she would be responsible for securing UHNWI donors as a professional fundraiser*." Assuming these statements were made, there is no pleaded basis to infer that the makers did not in fact have the stated intent at the time the statements were made.

iii) A number of sub-paragraphs refer to events that occurred after the date of the Oral Agreement: e.g. (xiii), (xvii), (xix), (xx).

96. Paragraph 115 asserts that the Claimants agreed to engage in reliance based on all the above statements. However, as I have noted, a number of the alleged statements, even if they were statements, occurred after the date of the Oral Agreement.

97. Paragraphs 116-117 and 118-119 deal, respectively, with FareShare and Ms Dana-Haeri. In case there are multiple sub-paragraphs raising the same mixture of types of point as I have summarised in relation to KCCF.

98. The Claimants allege that they relied on the representations would not have undertaken their commitments had the true position been disclosed.

99. The claim is fundamentally flawed in failing to plead an actionable claim.

100. I have found that there is no arguable case that the alleged Oral Agreement was a binding contract. There can therefore be no claim that the Claimants were induced to enter into such a contract, and no loss can flow from any such misrepresentation.

101. Further, the Oral Agreement is alleged to have been concluded on 29 April 2024. Particulars of Claim paragraph 113 alleges a series of false representations of fact on 23 April and 29 April 2024. However, much of what follows relates to later events. Either the alleged representations are said to have occurred after 29 April, or statements are said to have become false sometime after they were made. For example, as the Defendants point out, Particulars of Claim paragraph 117 refers to the 14 June draft FareShare Contract as "*rendering the above statements as false*."

102. An actionable misrepresentation must be a representation of fact or law. A statement of intent or aspiration is not a statement of fact, unless the description of the state of mind was false at the time it was made (i.e. if the maker said they intended to do something but at the time they made the statement they did not in fact intend to do it). Unfortunately, in many cases statements of intent do not come to fruition, but that is not to say that the maker of the statement lied about it at the time the statement was made: usually circumstances change, or people change their minds. There is no viable plea in this case that any statement of intention was made in circumstances that the maker knew they did not have the intention at the time it was made.

103. In reality, the Claimants' complaint is that things did not turn out as discussed, and the Defendants did not do what they had promised to do. That is no more than a repackaging of the claim for breach of contract, which I have already held has no reasonable prospect of success.

104. Misrepresentations may form part of other causes of action for example the tort of deceit, where a misrepresentation must be fraudulent.

105. There is no pleaded case of deceit or fraudulent misrepresentation. The heading above paragraph 113 is "*Negligent Misrepresentation and possibly Fraudulent*". It is trite law that fraud is a serious allegation, and if it is to be pleaded the allegations of fraud must be set out clearly and the facts from the which the allegation arises must be specifically pleaded. It is simply inappropriate to allege that a misrepresentation is "possibly fraudulent". Moreover, the pleading that follows does not properly set out particulars of fraud. There is no, or no sufficiently clear, allegation that any particular false statement of fact was known to be false by the maker at the time that it was made (or

that the maker was reckless as to its truth). There is no proper basis in the facts alleged for such a plea.

106. In her written opposition to the application, Ms Navaian asserts that a claim of dishonesty is pleaded. While dishonesty is not the same as fraud, a dishonest state of mind may support an allegation that a statement was made knowing it to be false. I have given careful consideration to the points made by Ms Navaian, in particular at paragraphs 19-20 of her submissions. There, she relies on Particulars of Claim paragraphs 53-56 and her witness statement at paragraphs 24.2-24.6. Her reliance on these passages only highlight the lack of substance in the claim.

107. These passages deal with a meeting and emails on 17 June 2024 relating to the removal of a reference to Dame Martina as host of the dinner. There is a complaint of lack of transparency. However, contrary to Ms Navaian's submission, no allegation of dishonesty is made in these passages. Nor is there a clear allegation that a false statement was made that the maker knew to be false. Further, it is difficult to see how statements on this issue, as at 17 June 2024 can be said to have been relied on by the Claimants, given that (i) the alleged Oral Agreement was made on 29 April 2024; (ii) the Claimants deny that they entered into the subsequent FareShare Contract and (iii) on the Claimant's own case Dame Martina was said to be reinstated as host on 18 June 2024.

108. A negligent false statement may also form part of a claim in tort for negligent misstatement, where an untrue statement may be actionable in the context of a relationship between the parties where one party owes a duty of care towards the other in respect of statements made.

109. The case is not pleaded as a negligent misstatement case. There is no plea that a duty of care was old, nor is there any basis for such in what was effectively an arms' length arrangement between counterparties.

110. In my judgment, there is no actionable claim for misrepresentation or misstatement of any kind in the Particulars of Claim.

Tortious Interference with Economic Relations

111. The elements of the tort of are summarised in *Clerk & Lindsell on Torts* (24th edn) at 23-80 as:

i) An intention to cause loss to the claimant;

ii) The use of unlawful means against a third party;

iii) An interference with that third party's freedom to deal with the claimant.

112. Acts against a third party is only relevantly unlawful if they are independently actionable by the third party: *OBG v Allan* [2008] AC 1 at paragraph 49, where Lord Hoffman said:

> In my opinion, and subject to one qualification, acts against a third party count as unlawful means only if they are actionable by that third party. The qualification is that they will also be

unlawful means if the only reason why they are not actionable is because the third party has suffered no loss.

113. The Claimant's pleaded case is at Particulars of Claim paragraphs 123-134.

114. Paragraph 123 alleges that the Claimants had "*actual or anticipated economic relationships with various third parties*", listed in six sub-paragraphs.

115. Paragraph 125 alleges that the Defendants committed unlawful acts, in six sub-paragraphs, which can essentially be summarised as contacting third parties to unilaterally cancel the dinner and halt the Projects. These are said to have been unlawful as procurements of third parties to "*break off commercial arrangements, breach existing understandings, to act contract to previous agreements and approvals.*" These actions are said to have been "*tortious in themselves (including interference with contracts), and/or independently unlawful under principles of equity, contract and tort.*"

116. The first alleged unlawful act (paragraph 125(i)) relates to the cancellation of the booking at CLAP London.

    i) Although elsewhere the Claimants have alleged that the Defendants cancelled the dinner, the specific allegation at paragraph 125(i) is that the Defendants had communications with CLAP London "*endorsing it to cancel*".

    ii) There is no proper basis for a suggestion that the Defendants told CLAP London to cancel or induced them to do so.

    iii) In any event, there is no pleaded basis upon which the Defendants did anything unlawful in the relevant sense: i.e. that would be actionable by the third party, CLAP London. Nor is there a plea as to how the Defendants alleged action in endorsing CLAP London's cancellation can be said to have interfered with CLAP London's freedom to deal with the Claimants.

117. The remaining allegations at paragraphs 125(ii) to (vi) and 126 also make no clear or proper plea that:

    i) The Defendants' alleged actions were unlawful in the sense of being actionable by any particular third party. There is nothing, beyond mere assertion in paragraph 126, to identify the actionable claims any such third party would have.

    ii) The Defendants' actions interfered with the freedom of any third party to deal with the Claimants.

118. In the context of the undisputed facts, there is no proper basis for the plea (at paragraph 128-132) that the Defendants intended to cause harm to the Claimants. For example, in relation to the cancellation of the dinner at CLAP London:

    i) It is clear from facts pleaded in the Particulars of Claim that the relationship between the Claimants and CLAP London had deteriorated. Ms Navaian had accused them of lying and pleads various deficiencies on their part in the dinner

arrangements. Also, in Ms Navaian's view a number of features had defeated the purpose of the event (POC paragraph 73).

ii) On the day of the cancellation, the email exchanges show: first, relief on the part of Ms Navaian; second, her agreement as to a cancellation message being sent out. It is clear that the Defendants sought to agree that a cancellation would be sent out and its terms before they in fact did so.

119. The allegation that the Defendants intended to cause harm to the Claimants by the other acts relied on is nebulous. The Defendants were entitled to bring their participation in the Projects to an end. Contrary to the Claimants case, they had no contractual obligation to continue. Their actions were consistent with the protection of their own position on termination of the relationship and do not arguably, in my judgement, give rise to an inference that they intended to harm the Claimants.

Loss and Damage

120. The Defendants argue that the losses claimed, in both contract and tort do not represent legally recognised recoverable losses. There is force in some of the Defendants points. However, there are amongst the losses some losses, which are recoverable in principle, for instance wasted expenditure. So, this ground for strike out/summary judgment is not a complete answer to the claim. Given that I have decided that there is no realistic prospect of success on the claims (save in respect of the £25,000 expenses agreement), it is not necessary to analyse the loss claim in detail. However, the losses claimed are in some respects not recoverable in principle, and in other respects seem highly unlikely on the facts.

121. Paragraph 135 claims loss of anticipated donations. The donations were due to go to the CFP or FareShare and this cannot be a loss to the Claimants.

122. There is no proper basis identified for the recovery of damages for personal injury for breach of Contract; this is not one of those circumstances in which the law recognises such a claim.

123. The loss of commercial opportunities through termination of the projects seems unlikely, given that the Claimants' business was at an early stage without an established track record. The argument appears to be that the promotion of the Claimants' businesses, and their financial success depended on the publicity of the Projects. That seems, to say the least, speculative.

The Reimbursement Agreement - the £25,000 Expenses

124. The Defendants accept that there was an agreement, which they refer to as the Reimbursement Agreement, which is separate to, and outside the scope of, the FareShare Contract. It was an agreement under which FareShare would reimburse expenses incurred by Ms Navaian up to £25,000. I was not addressed as to whether the Reimbursement Agreement was made with Ms Navaian in person, or Marici, or both.

125. The Defendants accept that expenses have been incurred which would be recoverable under the Reimbursement Agreement, and that a claim for such expenses is not covered by the FareShare Contract.

126. The Defendants reason for not paying expenses under the Reimbursement Agreement is that an itemised invoice has not been submitted. I am unimpressed by that argument:

    i) It is not at all clear that the requirement for an itemised invoice formed part of the terms of the agreement.

    ii) Ms Navaian submitted an invoice. It is not clear to me why that invoice is deficient for the purposes of the agreement.

127. Whatever the deficiencies of the vast bulk of the Claimants claims, it is clear that the Claimants incurred some expenses working on the Projects which FareShare stated it would pay.

128. However, the Defendants also say that there is, in fact, no claim for the £25,000, and that it is up to the Claimants to advance and prove that claim.

129. The Particulars of Claim do not plead the Reimbursement Agreement which the Defendants say existed. However, there are elements of pleading of the facts that give rise to that agreement. FareShare's authorisation of the £25,000 is pleaded at paragraph 33 (where it is described as a voluntary authorisation, to which the Claimants agreed). In the section of the Particulars of Claim dealing with the misrepresentation claim, paragraph 116 alleges that Mr Wright of FareShare represented that a budget of £25,000 had been authorised as a "gift" "*for the Claimants expenses for the project used in her discretion and a single invoice*"; paragraph 117 alleges that the £25,000 was later withheld. Wasted expenses are claimed as losses for breach of contract at paragraph 112(A). The expenses incurred would seem to fall within the expenses for which the £25,000 was intended.

130. There may be an issue as to whether the £25,000 was inclusive or exclusive of VAT. It is arguable, on the documents I have seen, that the figure was exclusive of VAT.

131. It would not be just to preclude the Claimants from pursuing a claim to recover expenses up to £25,000. There is an arguable claim. The Defendants aver there was an agreement to reimburse expenses, in the form of the Reimbursement Agreement.

132. If I were to strike out the whole claim, or give summary judgment on the whole claim, I would not wish an argument to arise as to whether the Claimants were subsequently precluded from bringing a new claim for the £25,000 expenses (by reason of res judicata or issue estoppel). Equally, it would not in my judgement be just to require the Claimants to incur the expense of issuing a new claim.

133. I would encourage the parties to seek to resolve the claim for £25,000 by agreement between them, rather than through the continuation of these proceedings. The Defendants have made an open offer to pay the £25,000 which, through counsel, they stated in open court would remain open for 14 days after this application is determined.

The FareShare Contract

134. FareShare argue that the claims in contract and tort against it are barred by the terms of the FareShare Contract. It argues that the effect of clauses 2.6, 5.2 and 5.3 of the FareShare Contract is that none of the losses claimed are recoverable from FareShare.

Further, the entire agreement clause (7.1.) and the no-oral modifications provision (7.2) exclude the misrepresentations claims.

135. It is not strictly necessary for me to decide this issue, as I have decided there is no claim against FareShare with a reasonable prospect of success, save for the £25,000 expenses claim, which FareShare accept is not excluded by the FareShare Contract.

136. However, if I had reached a different conclusion on the issues above, I would not have struck out the claim against FareShare, or given summary judgment on it, on the basis of the FareShare Contract. The first issue in relation to this argument is whether the FareShare Contract is a concluded agreement at all. In my judgment, the position is simply not clear. FareShare's argument proceeds on the basis that it is accepted that the contract was entered into, subject to an argument about duress. However, Ms Navaian denies that there was a concluded agreement. Having set out an analysis of the contemporaneous documents above, it appears that the FareShare Contract was not signed by either party. As late as 4 July 2026 Ms Navaian was asking about arrangements for signature. In my judgment there is a reasonably arguable issue as to whether the FareShare Contract represents an agreement between the parties or not.

137. Further, it is far from clear to me how FareShare's reliance on the terms of the FareShare Contract as excluding claims sits alongside their admission that there was a valid and binding Reimbursement Agreement which sat outside the scope of this agreement. If the FareShare Contract did not preclude a claim on that agreement, it may be arguable that it did not preclude other claims.

138. However, these issues are irrelevant to the outcome of the application, as I have decided there is no arguable claim against FareShare (save in respect of the Reimbursement Agreement) so there is no need to rely on the FareShare Contract.

Abuse of Process

139. Having decided to give summary judgment on the claims, it is not necessary to determine the alternative basis, advanced by the Defendants, which is to strike out the Particulars of Claim as an abuse of process.

Conclusion

140. Save for the claim for expenses of £25,000, none of the claims have a realistic prospect of success and I give summary judgment in respect of them.

141. I will give the Claimants permission, within 28 days of this judgment, to file and serve an Amended Particulars of Claim which claims (and only claims) expenses incurred up to the value of £25,000 (exclusive of VAT) against FareShare only.

142. If the Claimants file and serve such an amended statement of case then the claim will be allowed to proceed in the normal way, on the basis of that amended pleading.

143. If the Claimants do not file and serve an amended statement of case within 28 days of this judgment, then the claim shall be struck out.

144. I give summary judgment, in favour of the Defendants:

i) Save as set out in paragraphs 140-141 above, in respect of the claims against FareShare;

ii) In respect of all claims against KCCF and Ms Dana-Haeri.