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IN THE COUNTY COURT AT WATFORD
BETWEEN:

FLEXSPACE NO.2 LLP

CLAIMANT

and

**(1) BOSECOM LIMITED
(2) RAVI KUMAR BOSE**

DEFENDANTS

FIRST WITNESS STATEMENT OF RAVI KUMAR BOSE

I, Ravi Kumar Bose, of BOSECOM LIMITED, Registered Office at 124 City Road, London, EC1V 2NJ, make this statement in support of my application to set aside the judgment out of time, entered on 20 May 2024, as it was procedurally irregular, factually unsupported, and resulted in significant injustice.

I wish to bring to the Court's attention that I have been treated with extreme prejudice throughout this matter, leading to substantial injustice particularly because I have been bullied out of the truth. I have been compelled to defend myself as a litigant in person due to my inability to secure adequate legal representation. Despite contacting numerous prominent law firms, their feedback consistently indicated that the time required to prepare this document and its supporting evidence was not available within the deadline imposed by the Court, and that proceeding with them would be "throwing good money after bad."

I informed the judge that I was awaiting input from my newly appointed barrister, who was tasked with preparing my extensive counterclaim and who also recognized the failings of my previous solicitor. I was granted a four-week window; however, on 10 October 2024, my father was hospitalized. The barrister also recommended that I report or sue my previous solicitor. He advised that, as long as I could demonstrate to the Court that the delay was not caused by me but by my former solicitor, the Court would consider this application out of time. Unfortunately, he later informed me that he could not act in this matter since he had previously worked for my former solicitor.

I returned to Court on 5 November 2024, where the judge stated that nothing could be done regarding the petition unless my claim was linked to the forfeiture and lease. The judge advised that I would need to file this application with my evidence, at the very least,

to get the winding-up petition stayed. I was given until 3 December 2024 to do so. Regrettably, my father passed away due to medical negligence on 22 November 2024.

The Court has set the hearing for 3 December 2024, and this document, along with my intention to set aside the order, must be submitted no later than three working days before the hearing. This has placed me under additional pressure as a litigant in person.

I have prepared a timeline of events and evidenced every point possible to support this application and witness statement that I have crafted myself. ***'Exhibit RB0 – Timeline of events'***

I am fully aware of my obligation to the Court to tell the truth, and I solemnly swear by this statement.

I. Introduction

1. I am the Second Defendant in this matter and a director of BOSECOM LIMITED, the First Defendant. My address is 124 City Road London EC1V 2NJ.
2. I apologise to the Court for the delay in preparing and submitting this document. I was unaware of the option to set aside the judgment or appeal until the winding-up petition and the subsequent order of Judge Obodai, made on 5 November 2024, brought it to my attention. *A copy of this order: 'Exhibit RB1 - Orders by Judge Obodai – Point 1'.*
3. This witness statement supports my application to set aside the judgment, dated 20 May 2024. I contend that the judgment is procedurally irregular, fundamentally flawed, and unsupported by the facts and evidence.

II. Reasons for Setting Aside Judgment

Delay in Application & Legal Representation Failure

4. The six-month delay in filing this application was caused by solicitor negligence. My previous solicitors failed to advise me of the correct procedures, and I reported this to the Solicitors Regulation Authority (SRA) on 6 November 2024 (acknowledged on 7 November 2024, ***'Exhibit RB2 – Reporting James & Co LLP'***). This demonstrates that the delay was not intentional, and setting aside the judgment is in the interests of justice.
5. CPR 13.3(2) permits the Court to set aside judgment if the delay is justifiable in the interests of justice.
6. My previous solicitors:
 - (a) Failed to inform me of the necessity to formally respond to the summary judgment despite Judge Hunt on the preliminary hearing on the 2nd October 2023 recognising the prospect of a valid defence and requesting

- a “Perfected Defence” to be submitted. *Judge Hunts orders are included in “Exhibit RB3 - Orders by Judge Hunt – Point 1”.*
- (b) Did not attend critical hearings, leaving me as a litigant in person. *Email chain the day before the Summary Judgement “Exhibit RB4 - James to Watford 07-05-2024”.*
- (c) Misadvised me that my evidence would be reviewed at the summary judgment hearing, which did not happen. *“Exhibit RB5 – Mis advice by James & Co LLP”*
- (d) Provided no guidance on appealing or challenging the judgment.

7. Procedural Irregularities and Unfairness in the Summary Judgment

The summary judgment entered on 20 May 2024 was procedurally irregular and fundamentally flawed:

- (a) **Improper Naming of Ravi Kumar Bose as a Defendant**
The lease explicitly states that there is no guarantor, confirming that I, as an individual, am not personally liable for its terms. Entering judgment against me personally is procedurally incorrect and unsupported by the lease (*‘Exhibit RB6 – FlexSpace Lease’*). This error demonstrates a failure to properly consider the legal relationship established by the lease, resulting in an unjust and erroneous judgment.
- (b) **Failure to Prove Trespass**
The Claimant has provided no evidence to substantiate the allegation of trespass, such as a police report or other credible documentation. Without evidence, attributing personal liability to me for the alleged trespass is procedurally and substantively unfair. On the contrary, police footage referenced in my defence demonstrates that I did not trespass and that the allegation is without merit. The Court's reliance on this unsubstantiated claim further undermines the validity of the judgment. (*‘Exhibit RB10 – Link Exhibits – Defence exhibit 7C & 7D’*).
- (c) **Misrepresentation of Facts in the Claimant's Evidence**
The Claimant’s First Witness Statement by Thomas Richard Tyler misrepresented the date of the second lockout as 11 June 2023, when, in fact, it occurred on 10 June 2023. This discrepancy is significant because the lease explicitly states that rent is due on the 1st of the month, with a 10-day grace period before forfeiture rights arise. Consequently, the earliest lawful forfeiture date would have been 12 June 2023. The premature lockout on 10 June 2023 constitutes a breach of the lease terms and renders the alleged forfeiture procedurally invalid.

This material discrepancy highlights the unreliability of the Claimant’s evidence and demonstrates that the lockout was executed unlawfully. The omission of this fact in the summary judgment proceedings deprived me of an opportunity to challenge the validity of the Claimant’s actions and the credibility of their claims under cross-examination (*‘Exhibit RB8 – Tom Tyler Statement’*).

(d) **Obstruction of Counterclaim**

The Claimant filed their original claim to pre-empt my substantial counterclaim, which was under preparation at the time. During the preliminary hearing, Judge Hunt acknowledged the relevance of my counterclaim and directed a full hearing to address these substantive issues. The Claimant's actions to obstruct this process and seek a summary judgment without fair consideration of my counterclaim demonstrate procedural bad faith. I was not presented this document. As stated at the Hearing with Judge Hunt I was no longer at the premises, and therefore did not receive the documentation for this application to contest it. (*'RB9 - Application of Summary Judgement - 4 January 2024'*).

(e) **Procedural Failures in Forfeiture**

The Claimant failed to comply with statutory requirements under the Law of Property Act 1925 by not providing clear and unequivocal notice of their intent to forfeit the lease. While a Section 146 Notice is not strictly required for rent arrears, the absence of any form of demand or communication contravenes principles of procedural fairness and transparency. Specifically:

- (i) The lease stipulates that rent arrears must persist for 10 days before the landlord's right to forfeit arises. The Claimant issued an invoice for May 2023 on 15 April 2023, creating ambiguity about the tenancy's status and undermining any reliance on forfeiture as a remedy for alleged arrears (*'Exhibit RB6 - FlexSpace Lease – Point 9.1'*).
- (ii) The Claimant accepted rent for two months after the alleged forfeiture date, constituting a waiver of forfeiture. Their failure to return these payments or communicate forfeiture intentions further reinforces this waiver.
- (iii) Forfeiture was improperly enforced, as only one door was locked, leaving other access points unsecured. This ambiguity led to my continued access to the premises without formal notification of forfeiture. These irregularities render the forfeiture invalid and procedurally improper.

(f) **Abandonment of Premises**

During the preliminary hearing before Judge Hunt on 2 October 2023, I confirmed that I was no longer in possession of the premises before the Claimant filed its claim. This fact was explicitly presented and should have precluded the allegations made by the Claimant. However, it was disregarded in the summary judgment, further demonstrating procedural unfairness (*'Exhibit RB3 - Orders by Judge Hunt'*).

(g) **Recognition of a Valid Defence**

Judge Hunt, in the preliminary hearing, recognised the merit of my defence and explicitly requested that I submit a "Perfected Defence." This instruction indicates that my arguments warranted further consideration. However, the summary judgment failed to engage with or review these points adequately, violating principles of fair adjudication (*'Exhibit RB3 - Orders by Judge Hunt'*).

Summary judgment should only be granted when there is no real prospect of defending the claim. In this case:

1. The Claimant presented no evidence of my personal liability under the lease.
2. No evidence was provided to support allegations of trespass or any wrongful action by me personally.
3. The lease explicitly confirms that I was not a guarantor, and my involvement was solely as a director of Bosecom Limited.

The absence of evidence at the summary judgment hearing contravenes the procedural requirements under CPR 24.2, rendering the judgment procedurally and substantively invalid.

III. Grounds of Defence

Breach of Lease by the Claimant

8. The Claimant breached several critical clauses of the lease, rendering the premises unfit for business operations: ***"Exhibit RB6 – FlexSpace Lease"***.
 - (a) The lease obligated the Claimant to "maintain and keep in repair" the Common Parts and structure of the building. The Claimant failed to address critical issues, including:
 - (i) **Electrical compliance:** The unit was not compliant upon my taking possession, which prevented me from securing required insurance coverage necessary for my business.
 - (ii) **Roof leaks:** Persistent and unresolved leaks caused significant damage to the premises, disrupted my business operations, and led to financial losses.
9. **Clause 5.2:** The Claimant breached their obligation under the lease to inspect, test, and repair fire safety equipment and electrical systems. These failures rendered the premises unfit for use and caused my business to lose an 8-year contract with Sony worth £65,000 per month, as I could not secure necessary insurance.
10. **Clause 5.5** – The Claimant did not comply with statutory requirements, including:
 - (a) Failure to provide an **Energy Performance Certificate (EPC)**.
 - (b) Failure to provide electrical inspection reports.
 - (c) These failures rendered the unit non-compliant with industry and insurance standards and directly caused me to lose the opportunity to secure the Sony contract as well as others.

My defence is based on the following key points:

1. **Breach of Lease Obligations:** The Claimant failed to maintain the premises, violating lease terms and rendering the unit unfit for business operations.

2. **Loss of Business Opportunities:** As a result of the Claimant's breaches, I lost an 8-year contract with Sony worth £65,000 per month.
 3. **Waiver of Forfeiture:** The Claimant's acceptance of rent after the alleged forfeiture invalidates their claim to possession.
 4. **Procedural Failures:** The Claimant's actions, including premature forfeiture and misrepresentation of facts, render their claim procedurally invalid.
-

IV. Waiver of Forfeiture

11. The Claimant accepted and retained rent payments for **April and May 2023** after the alleged forfeiture. They did not return these payments for over two months, which constitutes **waiver of forfeiture by estoppel**, nullifying their claim of possession.
 12. The alleged forfeiture on **26 April 2023** was procedurally invalid due to:
 - (a) The Claimant failed to effectively enforce forfeiture, as only one door was locked, leaving other access points unsecured. This ambiguity led to my continued access to the premises, and no formal notification of forfeiture was provided.
 - (b) No formal notice of forfeiture being issued.
 - (c) The lack of a **Section 146 Notice**, which, while not explicitly required for rent arrears, would have clarified the situation to the tenant and ensured procedural fairness.
-

VI. Extreme Prejudice

13. The procedural irregularities and lack of notice in this case have significantly disadvantaged me and my company, Bosecom Limited. These errors have prevented me from fully presenting my defence and counterclaim, causing substantial financial and reputational harm.
-

VII. Evidenced Counterclaim

14. **Breach of Repair and Maintenance Obligations Clause 5.1 of the Lease** obligated the Claimant to maintain and keep the Premises in good repair, including the structure of

the building and the Common Parts. The Claimant failed to meet these obligations in several ways:

- (a) **Electrical non-compliance:** The Claimant failed to inspect and repair electrical systems, leaving multiple terminals and sockets non-functional, preventing the company from securing insurance necessary for business operations. This breach also disqualified the company from meeting its contractual obligations to Sony, resulting in a lost **8-year contract worth £65,000 per month**.
- (b) **Fire Escape and Common Parts:** Under **Clause 5.2**, the Claimant was responsible for ensuring the Fire Escape (part of the Common Parts) remained functional and compliant. The failure to repair roof damage in the Fire Escape area created health and safety risks.
- (c) **Roof leaks:** Persistent roof leaks led to extensive flooding, causing irreparable damage to the business and equipment. These leaks were reported repeatedly from October 2022 to March 2023, but no adequate repairs were undertaken.

15. Breach of Quiet Enjoyment (Clause 7.1 of the Lease)

The Claimant failed to ensure the Defendant could "quietly enjoy" the Premises without interference. The ongoing disrepair, lack of remedial action, and procedural breaches (e.g., improper forfeiture) forced the Claimant to vacate the premises on 5 July 2023.

16. Additional Losses and Damages

Loss of reputation, inability to achieve WEEE accreditation, and disruption of business operations due to the Claimant's breaches.

17. Claim for Damages

I am also seeking damages for loss of business contracts, reputational damage, and additional financial losses caused by the Claimant's breaches.

VIII. Conclusion and Requests

18. In light of the procedural irregularities, lack of evidence, and breaches of lease terms, I respectfully request the Court to:

- (a) **Set aside the judgment dated 20 May 2024.**
- (b) **Schedule a direction hearing** to allow for the presentation of my defence and counterclaim.
- (c) **Consider the previous orders made by Judge Hunt** regarding the submission of a "Perfected Defence," as these are pertinent to my case and demonstrate that my defence has merit.
- (d) **Grant me permission to file and serve my counterclaim within these proceedings** if the Court finds that I have a real prospect of successfully defending the claim and recognizes the merits of my case.

Statement of Truth

The Defendants believe that the facts stated in this Defence are true.

A handwritten signature in black ink, appearing to read 'T. Bose', written over a horizontal line.

Signed

For and on behalf of Bosecom Limited

RBO – Timeline of events

October 2022

1. **22 October 2022:** The Claimant fails to fix a roof leak, breaching Clause 5.1 of the Lease. The leak affects the Premises, which the Claimant is obligated to maintain.
2. **October 2022 – April 2023:** The Defendant repeatedly contacts the Claimant about the unresolved roof leak. No action is taken, rendering the Premises unusable and causing the Defendant to lose income.

March 2023

3. A second leak occurs, worsening the situation. The Claimant again fails to address the issue, violating Clause 5.3 of the Lease. The Defendant decides to withhold rent due to the ongoing breaches.

April 2023

4. **4 April 2023:** The First Defendant seeks legal advice regarding the Claimant's breaches.
5. **8 April 2023:** Following legal advice, the rent is not paid, but the initial issues remain unresolved.
6. **17 April 2023:** The First Defendant receives an invoice for May 2023 rent from the Claimant, despite ongoing breaches, causing uncertainty about the Lease's status.
7. **26 April 2023:**
 - The Second Defendant arrives at the Premises to find a steel sheet blocking the entrance. No eviction notices or forfeiture signs are present; the Second Defendant assumes it's a prank.
 - Later, the Centre Manager claims the Lease has been forfeited due to non-payment of rent. The Defendant clarifies that rent was paid on **25 April 2023**, albeit delayed.
8. **26 April 2023:** The Defendant receives an email from the Claimant's solicitor stating that the Lease has been forfeited and accusing the Defendant of breaking into the Premises.

May 2023

9. **5 May 2023:** Believing the tenancy is still valid, the First Defendant pays the rent for May. No communication from the Claimant suggests otherwise.

June 2023

10. **1 June 2023:** The First Defendant notices that the rent for June has not been deducted. Upon seeking legal advice, they are instructed to make the payment by **10 June 2023**.
11. **10 June 2023:** The Claimant prematurely locks the doors to the Premises, disregarding the 10-day grace period specified in Clause 9.1 of the Lease. This action is considered an invalid forfeiture.
12. **11 June 2023:**
 - Customers attempting to access the Premises are met by security personnel.
 - The Second Defendant and the police arrive; the police confirm no legal notices have been posted and that the Second Defendant has the right to enter.
13. **13 June 2023:** The First Defendant pays the rent for June, seeking clarity on the Lease's status. No formal communication is received from the Claimant.
14. **15 June 2023:** The Second Defendant sends a letter to the Claimant's solicitor, highlighting the breaches and proposing an amicable resolution. No response is received.
15. **19 June 2023:** A follow-up call is made to the Claimant's solicitor, who states they are awaiting instructions. Shortly after, the Defendant receives a partial refund for June's rent.
16. **20 June 2023:** The Second Defendant sends another email requesting clarity on the Lease. No immediate response follows.
17. **27 June 2023:** The Claimant refunds rent payments for April and May 2023, suggesting they are asserting that the Lease was forfeited on **26 April 2023**.

July 2023

18. **4 July 2023:** The Claimant's solicitor responds, indicating that locks on the fire escapes have been removed—a delayed response to earlier health and safety concerns.
19. **By 6 July 2023:** Lacking suitable alternative space, the First Defendant begins moving equipment to storage, further disrupting business operations.

August 2023

20. **31 August 2023:** The Defendant contacts the Caretaker for a statement regarding the Claimant's breaches. The request is declined due to the Caretaker's fear of jeopardizing their severance package.

October 2023

21. **3 October 2023:** Possession is not granted to the Claimant. The judge informs Aaron Walder, the Claimant's counsel, that the Defendant has valid points warranting a trial and acknowledges a valid counterclaim. The judge advises that the Defendant need not attend court again until the trial.

December 2023

22. The Claimant files for a summary judgment, attempting to bypass the trial process initially set by the judge.

February 2024

23. **26 February 2024:** At a hearing, no decisions are made due to the pending summary judgment scheduled for **8 May 2024**. The Defence has not been fully processed.

May 2024

24. **8 May 2024:** During the summary judgment hearing:
- The Defendant's solicitor files the Defence late and fails to appear in court.
 - The Defendant represents himself as a litigant in person.
 - An unfavourable judgment is issued against the Defendant.
25. **May – July 2024:** The Defendant's solicitor provides minimal assistance, sending only two emails regarding costs and the counterclaim. No significant support is offered.

August 2024

26. **12 August 2024:** Rob Bose, the Defendant, receives an email from the company's virtual office provider about a petition to wind up Bosecom Ltd. The referenced case number is incorrect and unrelated to Bosecom Ltd.

September 2024

27. **7 September 2024:** After inquiries, the Defendant's solicitor confirms that the petition was incorrectly served, as admitted by Martin Cork. The Petitioner does not attempt to serve the correct petition again.

28. **20 September 2024:** Bosecom Ltd's bank account is frozen, halting all transactions. This severely disrupts company operations and worsens legal and financial challenges.

October 2024

29. **3 October 2024:** The Defendant attends the winding-up petition hearing. Defendant expressed having a counterclaim prepared by Barrister
30. **10 October 2024:** The Defendant's father is hospitalized due to accidental chemical aspiration. Adjournment until November 5th.
31. **5 November 2024:** The Defendant returns to court. The judge states that nothing can be done regarding the petition unless the claim is linked to the forfeiture and lease. The judge advises filing an application with evidence to get the winding-up petition stayed and sets a deadline of **3 December 2024**.
32. **6 November 2024:** The Defendant reports his previous solicitor to the Solicitors Regulation Authority (SRA). Acknowledgment is received on **7 November 2024**.
33. **22 November 2024:** The Defendant's father passes away.
34. **26 November 2024:** Defendant submits documents to Watford County Court.

More evidence Link:

<https://bosecom.org.uk/k00wd700/>

(Open with Chrome)



**IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS IN MANCHESTER
INSOLVENCY AND COMPANIES LIST (ChD)**

Case Number:

CR-2024-MAN-001012

BEFORE DISTRICT JUDGE OBODAI

SITTING IN COURT ON 5 NOVEMBER 2024

IN THE MATTER OF BOSECOM LIMITED (09467259)

AND IN THE MATTER OF THE INSOLVENCY ACT 1986

UPON THE PETITION OF Flexspace No 2 LLP

Presented to this Court on 2 August 2024

**UPON HEARING Counsel for the Petitioning Creditor and a Representative for the
Respondent Company**

AND UPON reading the evidence

IT IS ORDERED THAT

1. The matter be adjourned to:
TUESDAY 3 DECEMBER 2024 AT 10:00AM to allow the Debtor to take urgent steps in relation to setting aside and/or appeal the Order dated 20 May 2024. Such hearing shall be attended and will take place at The Business and Property Courts in Manchester, 1 Bridge Street West, Manchester, M60 9DJ.
2. Costs in the Petition.

With effect from 3 May 2022 the Winding up list will revert to being attended hearings in court as they were pre Covid. All the formalities that were observed for those hearings including robing, will resume.

Parties should comply with the following requirements. Failure to comply may lead to a hearing going ahead in the absence of a party or being adjourned with an adverse costs order.

1. Hard copy bundles should be lodged as soon as practicable and, in any event, no later than 3 clear business days (2 clear business days in the case of insolvency petitions and applications) before the hearing. A covering letter should be uploaded to CE file to confirm the date the hard copy of the bundle was lodged with the court.

As well as providing hard copies, bundles on CE file cases **MUST** also be uploaded on CE File

The court office at Manchester District Registry, Manchester Civil Justice Centre, 1 Bridge Street West, Manchester, M60 9DJ is open between 10am and 4pm Monday to Friday.

When corresponding with the court, please address forms or letters to the Court Manager and quote the case number. Tel: 0161 240 5307 or email bpc.manchester@justice.gov.uk

2. *Skeleton Arguments* and bundles of authorities should be uploaded to CE file and hard copies lodged no later than 2 clear business days before the hearing.

3. *Cases not on CE file.* Bundles, skeleton arguments and authorities should be lodged, complying with the relevant time limits above.

4. *Communications with the Court* must carry the name and number of the case and the **date and time of the hearing**. Emails should be sent to: BPC.manchester@justice.gov.uk. If documents are sent by email to the court or uploaded to CE file any later than 4:00pm one clear business day before the hearing they may not be processed or forwarded to the Judge in time for the hearing.

At a time of exceptional demand on limited Court resources it is vital that parties only telephone the Court office in relation to genuinely urgent matters. The telephone must not be used for routine inquiries that can be dealt with by email.

The court office at Manchester District Registry, Manchester Civil Justice Centre, 1 Bridge Street West, Manchester, M60 9DJ is open between 10am and 4pm Monday to Friday.

When corresponding with the court, please address forms or letters to the Court Manager and quote the case number. Tel: 0161 240 5307 or email bpc.manchester@justice.gov.uk

From: Contactcentre <Contactcentre@sra.org.uk>
Sent: 06 November 2024 16:46
To: 'r.k.bose@msn.com' <r.k.bose@msn.com>
Cc: Report@sra.org.uk
Subject: others - other reason for contact

Dear Ravi Bose,

Thank you for your email of 6 November 2024.

I am sorry to hear of your experience with James & Co Solicitors LLP (SRA number 8006966).

I have forwarded your email to our Report Team who deal with concerns about the conduct of law firms and individuals that we regulate.

What happens next

We will take the time to carefully assess your concerns, and we will also look at the regulatory information we may already hold to decide what we need to do next.

We will respond to you within the next 15-20 working days, sooner if we identify urgent problems that need our immediate response.

If we cannot help with your concerns, we will point you in the right direction.

If you have any further information you wish to provide you can email it to report@sra.org.uk

Did my response help you today?

Please let me know if my response helped you today by clicking the feedback button below.

Your feedback

It should take you less than two minutes to complete, and we review all feedback that we receive.

If you have any further queries, please [contact us](#).

Yours sincerely,

Anthony Roberts

Customer Services Adviser

Contact Centre

Solicitors Regulation Authority/Awdurdod Rheoleiddio Cyfreithwyr

0370 606 2555

contactcentre@sra.org.uk

www.sra.org.uk

General Form of Judgment or Order

In the County Court at
Watford

Claim Number K00WD700

Date 11 October 2023



FLEXSPACE NO 2 LLP	1st Claimant Ref EFC/2108826/158
BOSECOM LIMITED	1st Defendant Ref
RAVI KUMAR BOSE	2nd Defendant Ref

Before Deputy District Judge Hunt sitting at the County Court at Watford, Sitting At, 10 King Street, Watford, Hertfordshire, WD18 0BW.

Upon hearing the Director for the Defendant in person and hearing Counsel for the Claimant

AND UPON the Defendant stating that it is no longer in possession of the Claimant's premises

IT IS ORDERED THAT

1. By 4pm on 16 October 2023 the Defendant shall send the court and the other party a perfected Defence and any Counterclaim, if so minded

#

2. By 4pm on 30 October 2023 the Claimant shall send the court and the other party a Reply and Defence to Counterclaim, if so advised.

3. By 13 November 2023 the parties shall send their completed Direction Questionnaires in form N181 to the other party and the court and a case summary and draft directions to be agreed, if possible.

#

4. The action is listed for a further directions hearing on the first available date after 15 November 2023 (**hearing notice to follow**), with a time estimate 30 minutes, at which hearing the claim will be allocated to a track.

5. Costs reserved

Dated 2 October 2023

The court office at the County Court at Watford, Sitting At, 10 King Street, Watford, Hertfordshire, WD18 0BW. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number. Tel: 0300 1235577 Fax: 0870 7394015. **Check if you can issue your claim online. It will save you time and money. Go to www.moneyclaim.gov.uk to find out more.**

Freeths Llp
4th Floor 101 Victoria Street
Bristol
BS1 6PU

General Form of Judgment or Order

In the County Court at
Watford

Claim Number K00WD700

Date 11 October 2023



FLEXSPACE NO 2 LLP	1st Claimant Ref EFC/2108826/158
BOSECOM LIMITED	1st Defendant Ref
RAVI KUMAR BOSE	2nd Defendant Ref

Before Deputy District Judge Hunt sitting at the County Court at Watford, Sitting At, 10 King Street, Watford, Hertfordshire, WD18 0BW.

Upon hearing the Director for the Defendant in person and hearing Counsel for the Claimant

AND UPON the Defendant stating that it is no longer in possession of the Claimant's premises

IT IS ORDERED THAT

1. By 4pm on 16 October 2023 the Defendant shall send the court and the other party a perfected Defence and any Counterclaim, if so minded

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2. By 4pm on 30 October 2023 the Claimant shall send the court and the other party a Reply and Defence to Counterclaim, if so advised.

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Bosecom Limited
Unit 6 Park House
15-19 Greenhill Crescent
Watford
Hertfordshire
WD18 8PH

General Form of Judgment or Order

In the County Court at
Watford

Claim Number K00WD700

Date 11 October 2023



FLEXSPACE NO 2 LLP	1st Claimant Ref EFC/2108826/158
BOSECOM LIMITED	1st Defendant Ref
RAVI KUMAR BOSE	2nd Defendant Ref

Before Deputy District Judge Hunt sitting at the County Court at Watford, Sitting At, 10 King Street, Watford, Hertfordshire, WD18 0BW.

Upon hearing the Director for the Defendant in person and hearing Counsel for the Claimant

AND UPON the Defendant stating that it is no longer in possession of the Claimant's premises

IT IS ORDERED THAT

1. By 4pm on 16 October 2023 the Defendant shall send the court and the other party a perfected Defence and any Counterclaim, if so minded

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2. By 4pm on 30 October 2023 the Claimant shall send the court and the other party a Reply and Defence to Counterclaim, if so advised.

3. By 13 November 2023 the parties shall send their completed Direction Questionnaires in form N181 to the other party and the court and a case summary and draft directions to be agreed, if possible.

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Dated 2 October 2023

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jamesolicitors@btinternet.com**

email: enquiries.watford.countycourt@justice.gov.uk
enquiries@watford.countycourt.gsi.gov.uk

Watford County Court
10 King Street
Watford
Hertfordshire
WD18 0BW

Our Ref: SJF /2464.1
Your Ref:
7th May 2024

Flexspace No 2 LLP -v- Bosecom Ltd & Ravi Kumar BoseK00WD700

Please note that, again, the non-attendance, of the solicitor, on the court record, is by no means intended to be discourteous to the court.

The defendants, represented by Ravi, Defendant (2), on behalf of both, shall be in person as a litigant in person.

On behalf of both defendants, the emails, to whom this Email has been copied- together with the statement of costs, received, which are opposed, explaining the defendants position Particularly in regard to both the application, which is opposed, and also the issue of the costs - which the defendants shall argue are wholly disproportionate.

This regardless as to the outcome of the interlocutory allocation.

It has to be expressed the number of the fee earners involved with the duplication, as such is surprising, and should be taken into consideration, in the event, the application, which is opposed, for the reasons that have - been put forward, and will be repeated, are not justified.

The kind assistance to our client as an "LIP"

As we are confident the court shall provide to whom every assistance - to the Defendants in consideration of the application being made by the claimants

Kind regards

Yours sincerely

Steve Fanning
JAMES & CO
Cc Max.Pengilley@freeths.co.uk
bcc r.k.bose@msn.com

Hi Rob,

You will only need to bring the evidence which you have plenty of and defence; the court will review it all and make a decision.

It will be fine.

More importantly your counterclaim is more in for us to pursue.

Catch you tomorrow

Best

Steve

Sent from my iPhone

On 16 April 2024, at 14:21, accounts@bosecom.org.uk wrote:

Hi Steve, what do I need if you are not coming on the 8th? I will bring my evidence, witness statement and defence.

Is this enough?

Kindest Regards,
<image001.png>

Rob Bose, Director
Bosecom Limited

Phone: 020 393 3925

Mobile: 07399511789

Web: <https://bosecom.org.uk>

Email: rob.bose@bosecom.org.uk

Bosecom Limited, Unit 6 Park House,
15-19 Greenhill Crescent, Watford
WD18 8PH

<image002.jpg>

<image003.jpg>

<image004.jpg>

FLEXSPACE LEASE**1. Lease Summary Sheet**

Date of this Lease	18 OCT 2019
Estate	Known as:- PARK HOUSE, 15-23 Greenhill Crescent, Watford WD18 8PH
Premises	The premises (at and forming part of the Estate) known as Unit 6 (outlined in red on attached plan – for identification purposes only)
Approximate internal area	The Premises measures approximately 2157 sq ft (200 sqm)
Landlord	FLEXSPACE NO 2 LLP (Company Registration Number OC402987) whose registered office is at 38 Seymour Street, London W1H 7BP but whose address for service of notices in the UK is c/o Flexspace Management Ltd, Unit 112 Culley Court, Peterborough PE2 6WA or such other address notified to the Tenant in writing
Tenant	Bosecom Limited (Registered co. no. 09467259) Address: 50 Beresford Avenue, Hanwell, Middlesex, United Kingdom, W7 3AL Contact name: Dr Ravi Kumar Bose Email address: email: Accounts@bosecom.org.uk Telephone Number: 07845311950 / 02033933925 (ext 3 for accounts)
Guarantor	NONE
Term	A term of [5] years commencing on 1st October 2019 (the "Term Commencement Date") and expiring on 30th September 2024
Payment Days	[1st day of each calendar month]
Rent	Year 1 of the Term - £17,400 per annum plus VAT Year 2 of the Term - £17,928 per annum plus VAT Year 3 of the Term - £18,468 per annum plus VAT Year 4 of the Term - £19,032 per annum plus VAT Year 5 of the Term - £19,608 per annum plus VAT

	business rates,	☒ Included in Site Charge
	electricity	☒ Included in Site Charge
	gas	☒ Included in Site Charge
	water	☒ Included in Site Charge
	IT	☐
	Telecommunications	☐
	Standing charges	☐
	Broadband	☐
	Waste Disposal	☐
	[any other costs]	☐
Any of the above items not ticked as being expressly included in the Rent are payable in addition to the Rent pursuant to clause 4.8, or may be charged as Additional Payment specified below. Such rent payable by equal payments in advance on the Payment Days from the Rent Commencement Date. The first payment due on completion of this Lease may be a pro-rata amount from the Rent Commencement Date to the next relevant Payment Day [The Rent is subject to review in accordance Clause 12 below and the "Relevant Percentage" for the purpose of Clause 12 is 3% per annum]		
Rent Commencement Date	1st October 2019	
Service Charge	£14,136 plus VAT per annum payable monthly (or part thereof) in advance on the Payment Days from the Term Commencement Date representing at the date of this Lease the Landlord's estimate of the Tenant's proportion (such proportion to be determined by the Landlord (acting reasonably)) of the Service Costs (as defined below) for the Estate (subject to review in accordance Clause 4.2 below)	
Insurance Charge	Such sum (subject to Clause 4.3) as the Landlord shall reasonably allocate in relation to the costs incurred by the Landlord in insuring the Estate and the Premises in accordance with Clause 6 and such sum of £864 + VAT per annum shall be payable monthly (or part thereof) on demand by equal payments in advance on the Payment Days from the Rent Commencement Date. The first payment due on completion of this Lease may be a pro-rata amount from the Rent Commencement Date to the next relevant Payment Day monthly in advance.	
Additional Payments	The Additional Payments of: £ [each] payable monthly in advance on the Payment Days from the Term Commencement Date. The first payment due on completion of this Lease	

	may be a pro-rata amount from the Term Commencement Date to the next relevant Payment Day.
Security Deposit	£4,085
Permitted Use	Use classes B1 and B2 and B8 as defined under the Town & Country Planning (Use Classes) Order 1987 (as amended) Workshop - Retail sale of computers, peripheral units and software in specialised stores Repair of computers and peripheral equipment
Tenant's Break Right	NONE [No Tenant's break right included in this Lease]
Landlord's Break Right	NONE [No Landlord's break right included in this Lease]
Parking	The Tenant may park a maximum of 4 private motor cars during the Term on a first come first serve basis with no guarantee of availability in such areas as may be allocated by the Landlord from time to time according to the site car park rules and procedures.
Tenant – Exclusion of security of tenure provisions of the Landlord and Tenant Act 1954 (as amended)	The Tenant confirms that before the date of this Lease the Landlord served on the Tenant a notice dated 11/09/2019 in relation to the tenancy created by this Lease (The Notice) in a form complying with Schedule 1 of the Regulatory Reform (Business Tenancies) (England and Wales) 2003 Order The Tenant or person duly authorised by the Tenant in relation to the notice made a statutory declaration (the Declaration) dated 13-09-2019 in a form complying with the requirements of Schedule 2 of the 2003 Order The Tenant confirms where the Declaration was made by a person other than the Tenant, that party had authority and legal capacity to act on behalf of the Tenant Having complied with the requirements, the Landlord and Tenant agree that the provisions of S24 to 28 inclusive of the 1954 Landlord and Tenant Act shall not apply and are excluded in relation to this Lease

2. Definitions and Interpretations

- 2.1. The Lease Summary Sheet set out in Section 1 of this Lease shall form part of this Lease and the words and expressions specified in the Lease Summary Sheet shall have the meanings set out against them
- 2.2. References to the Landlord or the Tenant shall include their successors in title. The Tenant acknowledges that it has not relied on any statement or representation
- 2.3. For the purposes of this Lease the following definitions shall apply;
 - 2.3.1. **"the Estate"** shall mean all that centre or site referred to and in the ownership of the Landlord
 - 2.3.2. **"the Common Parts"** shall mean the entrances, estate roadways and pathways of the Estate and all other areas ways and amenities in the Estate provided or designated from time to time by the Landlord for common use by the tenants of the Estate
 - 2.3.3. **"the Premises"** shall include all internal and external doors shutters and windows (including frames glass locks and handles), floors (but not the structural elements supporting the floors) and floor coverings, ceilings

(including suspended ceilings) within the boundary of the Premises, the inner surface of any external walls and roofs, the inner half of all internal party walls delineating the boundary of the Premises but excluding such structural parts or load-bearing walls which form part of the common structure of the Estate), lighting and sanitary ware together with all appliances alarms media services wires pipes conduits plant and machinery within or exclusively serving the Premises

- 2.3.4. **"Landlord's Services"** shall mean the services referred to in Clause 5 below
- 2.3.5. **"the Loss of Rent Period"** means a period of 3 years from the date of damage or destruction
- 2.3.6. **"the Tenancy"** means the tenancy granted by this Lease
- 2.3.7. **'the Guarantor'** means the party guaranteeing the performance of the Tenant's obligations in this Lease
- 2.3.8. **"Planning Acts"** means as defined in section 336 of the Town and Country Planning Act 1990 all statutes containing provisions relating to town and country planning from time to time in force and all other statutes statutory instruments regulations rules orders and directions
- 2.3.9. **"the Surveyor"** means such person or company as the Landlord may from time to time nominate as the Landlord's surveyor or managing agent in respect of matters relating to the Estate or Premises (who may be a person employed by or otherwise connected with the Landlord)
- 2.3.10. **"Service Costs"** means the expenditure incurred by the Landlord in providing the Landlord's Services for the Estate
- 2.3.11. **"Service Media"** means any ducts, flues, gutters, pipes, drains, sewers, cables, conduits, wires or other media for conducting water, soil, gas, electricity and telecommunications
- 2.4. Words importing one gender shall be construed as importing any other gender
- 2.5. Words importing the singular shall be construed as importing the plural and vice versa
- 2.6. Where the Landlord or the Tenant comprises more than one person the obligations and liabilities of that party under this Lease shall be joint and several obligations and liabilities of those persons
- 2.7. The clause headings do not form part of this Lease and shall not be taken into account in its construction or interpretation
- 3. Term
 - 3.1. The Landlord lets and the Tenant takes the Premises at the Rent and additional rents (subject to any variation there may be recorded in this Lease) for the Term specified in the Lease Summary Sheet in accordance with the provisions of this Lease
- 4. Rent and Other Sums
 - 4.1. The Tenant shall pay the Rent specified in the Lease Summary Sheet by direct debit (or such other means as the Landlord reasonably requires) from the Rent Commencement Date as provided for in the Lease Summary Sheet (subject to any relevant increases in accordance with Clause 12 below)
 - 4.2. The Tenant shall also pay by way of additional rent by direct debit (or such other means as the Landlord so requires) the Service Charge and the Additional Payments (if any) specified in the Lease Summary Sheet from the Term Commencement Date.

In the event that the Landlord undertakes a reassessment of the Service Costs or the Additional Payments for the Estate during the Term and the Service Charge or Additional Payments are identified as insufficient, the Landlord shall upon 1 month's

prior written notice increase such charge in line with the expected annual Service Costs or Additional Payments.

Where the Landlord undertakes an annual reconciliation (but without any obligation on the Landlord to do so) of the Service Costs of the Estate the Tenant's proportion (such proportion to be determined by the Landlord (acting reasonably)) of such annual reconciled expenditure shall be calculated on the basis of the ratio that the net internal area of the Premises bears to the net internal area of the tenantable parts of the Estate and any shortfall shall be recoverable and invoiced as additional rent or in the event of overpayment credit made to the Tenant's account. Where the expenditure relates wholly or in part to an outlay by the Landlord relating exclusively to the Premises, the Landlord shall be entitled to directly recover and the Tenant shall pay to the Landlord on demand the whole or a fair proportion (as appropriate) of such expense from the Tenant.

- 4.3. The Tenant shall pay by way of additional rent in advance by direct debit (or such other means as the Landlord so requires) the Insurance Charge specified in the Lease Summary Sheet from the Term Commencement Date.
- 4.4. The Tenant shall also pay by way of additional rent by direct debit (or such other means as the Landlord shall reasonably require) the following charges:
 - 4.4.1. Interest on any arrears of rent or any other payment due from the Tenant to the Landlord which remain outstanding 7 days after the due date hereunder at the rate of 4% per annum over the base of the Barclays Bank Plc (or such other replacement bank as the Landlord shall require) from the due date on which such payment shall have fallen due until the date that the Landlord receives the funds
 - 4.4.2. A management charge of £175.00 (in addition to costs payable to bailiffs or others instructed by the Landlord) on each occasion the Landlord recovers or attempts to recover the said rents or other properly invoiced money
- 4.5. The Tenant shall pay to the Landlord on an indemnity basis all costs fees charges disbursements and expenses (including without prejudice to the generality of the above those payable to counsel solicitors and surveyors) properly incurred by the Landlord in relation to, incidental to or in connection with
 - 4.5.1. every application made by the Tenant for a consent or licence required by the provisions of this Lease
 - 4.5.2. the preparation and/or service of a notice under Section 146 of the 1925 Act or incurred in proceedings under Section 146 or 147 of that Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the court
 - 4.5.3. serving any notice in connection with this Lease under Section 17 of the Landlord and Tenant (Covenants) Act 1995
 - 4.5.4. the recovery or attempted recovery of arrears of the Rent or other sums properly due from the Tenant or the enforcement of the covenants to be observed and performed by the Tenant
 - 4.5.5. the preparation service negotiation and settlement of a schedule of dilapidations during or within six months after the end of the Term relating to dilapidations which arise before or at the end of the Term and any negotiation or settlement relating to such schedule
- 4.6. All amounts are payable exclusive of VAT or such other taxes as may be applicable and the Tenant shall pay VAT or such other taxes as may be applicable in respect of all taxable supplies made to it in connection with this Lease on the date for making payment or if earlier the date on which that supply is made for VAT purposes. The Landlord is to provide to the Tenant a VAT invoice in respect of any VAT payable by the Tenant under this Lease

- 4.7. All sums payable under this Lease are payable in the manner set out in this Lease without any deduction set-off or counterclaim
- 4.8. (To the extent that either the Rent is not stated in the Lease Summary Sheet to be inclusive of any of the costs mentioned below or the Additional Payments are not stated expressly to cover such items) or the Additional Payments are not stated expressly the Tenant shall pay/repay on demand and indemnify the Landlord against all of the following:
 - 4.8.1. all rates taxes assessments duties charges impositions and outgoings which are now or during the Term charged assessed or imposed upon the Premises exclusively or upon the owner or occupier of them (except any payable by the Landlord occasioned by any disposition or dealing with or ownership of the reversion of this Lease) or where they are assessed upon the Premises and any other property a proportion (to be determined by the Landlord (acting reasonably) of such rates taxes assessments duties charges impositions and outgoings
 - 4.8.2. all charges for all gas water electricity telephone installations foul and surface water drainage and information services facilities and other services consumed or used at or in relation to the Premises (including apparatus and/or meter rents)
- 4.9. The Tenant shall pay the following outgoings in respect of the Premises which items are expressly excluded from the Landlord's Services:
 - 4.9.1. The cost of providing fire and intruder alarms and other security features
 - 4.9.2. Taxes assessments duties or statutory charges which should be paid by the Tenant
5. Landlord's Services

Subject to the Tenant paying the Service Charge the Landlord shall use reasonable endeavours to:

 - 5.1. (Where necessary) maintain and keep in repair and decorate and (where necessary) renew, replace where appropriate the Common Parts of the Estate including the structure of the building of which the Premises forms part and Service Media (but excluding any areas or items which fall within the liabilities of a tenant) and anything used by or for the Estate in common with other premises in a reasonable standard of repair
 - 5.2. Manage the Estate whether by engaging managing agents or by the Landlord's own staff or the staff of an associated company employing or engaging staff (whether by the Landlord or by agents or others) or independent contractors in connection with the management and security of the Estate and the provision of the Landlord's Services
 - 5.3. Provide install operate maintain inspect test repair and replace all plant machinery electrical systems security systems fire detection fire fighting and emergency lighting equipment solely serving the Common Parts
 - 5.4. Clean and light the Common Parts maintain and cultivate any landscaped areas and provide and maintain estate signage
 - 5.5. (Subject to the Tenant providing access to the Landlord to do so) comply with such statutory or regulatory requirements affecting the parts of the Estate which are not demised to any tenant
 - 5.6. Pay rates and water rates other than those for which the tenants are responsible
 - 5.7. Provide such other service or services which the Landlord may in its reasonable discretion provide in the interest of good estate management
 - 5.8. Use reasonable endeavours to provide the Landlord's Services within normal business hours 09.00 to 17.00 Monday to Friday (excluding bank holidays) but will not be

responsible for any loss or damage caused by their inability (howsoever caused) to provide such services

- 5.9. The Landlord will provide the services set out in this clause 5 acting reasonably and in its reasonable discretion, having regard to the age and nature of the Estate and may utilise all or part of the Service Charge in complying with its obligations in this clause 5

6. Insurance

- 6.1. The Landlord will during the Term keep the Estate (specifically excluding the matters referred to in Clause 6.4 below) insured with a reputable insurer against such perils as the Landlord shall determine (subject to the provisions referred to below)

- 6.2. The Landlord will insure the Estate against standard commercial risks (subject to the availability of cover and acceptable rates)

- 6.3. If the Premises are damaged or destroyed by a risk against which the Landlord has insured:

6.3.1. so as to be unfit for occupation and use (except as a consequence of the Tenant's default or negligence) then the Rent reserved by this Lease (or a proper proportion according to the extent of the damage) shall from the date of such damage or destruction and until the Premises shall have been reinstated for occupation and use or until the end of the Loss of Rent Period, whichever is the earlier cease to be payable

6.3.2. and the Premises have not been rebuilt or reinstated so as to be ready for the Tenant to occupy and use by the end of the Loss of Rent Period (or sooner by mutual agreement) the Landlord or Tenant shall on or after the end of the Loss of Rent Period be able to serve 3 prior written months' notice terminating this Lease but without prejudice to any claim breach or action either party may have against the other under this Lease for any prior breach. On determination under this clause all unused insurance monies shall belong to the Landlord absolutely and the Landlord shall have no further duty to reinstate.

- 6.4. The Landlord may arrange cover for such other risks to be insured which in the Landlord's absolute discretion are commercially prudent, but shall not be liable to the Tenant nor shall insure for any loss incurred by the Tenant for glass locks contents stock loss of trade or business interruption

- 6.5. If and whenever the Premises or any part of them are damaged or destroyed by a risk insured by the Landlord:

6.5.1. The Tenant shall to pay to the Landlord on demand a sum equal to any excess relating to such damage or destruction.

6.5.2. And the insurance money under the policy of insurance effected by the Landlord is by reason of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority wholly or partially irrecoverable immediately in every such case to pay to the Landlord on demand the amount of such insurance money so irrecoverable in which event following payment in full of all such proper sums the provisions of Clause 6.3 shall apply

7. Rights

- 7.1. Provided the Tenant pays the Rent and complies with the Tenant's covenants and other obligations under this Lease, the Tenant shall benefit from quiet enjoyment of the Premises during the Term without interference by the Landlord

- 7.2. The Tenant is granted with others the shared use of the Common Parts giving access to the Premises and the non-exclusive benefit of Service Media which serve the Premises and which may serve other tenantable parts of the Estate but must use them

- in a reasonable and proper manner in accordance with any regulations imposed by the Landlord
- 7.3. The Landlord reserves the right to alter or close any Common Parts subject to providing (except in the case of emergency) reasonably suitable alternative access or amenities and reserves the right to use (and repair, alter or renew) any service media in the Premises which serve the Estate
 - 7.4. The Landlord also reserves the right to enter the Premises for the purpose and on terms set out elsewhere in this Lease
 - 7.5. The Landlord retains the right to serve upon the Tenant a notice of repair, such repairs to be completed within 2 months of service of the notice (or earlier if reasonable). In the event that such repairs are not undertaken within this period, the Landlord reserves the right to effect such works on their behalf at the Tenant's sole expense together with the cost of any professional or ancillary fees incurred
8. The Tenant's Obligations
- The Tenant agrees with the Landlord:
- 8.1. **Rent** – To pay the Rent, the additional rents and the other sums specified in Clause 4 in accordance with Clause 4
 - 8.2. **Repair** – To put and keep at all times the whole of the Premises (including all glass and lighting) suitably cleaned and in good substantial condition and repair and to maintain and regularly service by suitably qualified personnel the Service Media within or serving the Premises and to repair and replace as necessary and deliver up serviced and in good substantial condition and repair all the Landlord's fixtures and fittings including plant and equipment and any telephone and IT equipment and to decorate the interior and exterior of the Premises including all doors windows or previously decorated surfaces of the Premises with one undercoat and two top coats of gloss every 3 years and in the last year of the Term in a colour previously designated by the Landlord and in the last year of the term to replace all floor coverings to the satisfaction of the Landlord or the Surveyor
 - 8.3.
 - 8.3.1. **Laws and Regulations** - To comply with all Acts of Parliament, orders, regulations, bye-laws, rules (including those of the Landlord or his agents) and any other legislation applicable to the Premises and the Tenant's use thereof and to carry out any works required in order to do so; not do anything which may result in a statutory requirement for work to be carried out on the Premises or any other premises of the Landlord on the Estate
 - 8.3.2. **Compliance** – To comply with all requests made by the Landlord in order to fulfil its own compliance and record keeping requirements. This may include, but is not limited to, the provision of (i) ID documents such as a passport or driving licence and (ii) a utility bill, bank statement or council tax bill. To respond to any such request promptly
 - 8.4. **Assignment and subletting** - Not to assign, sublet, charge or part with possession of or share the occupation of any part of the Premises or permit another to occupy or use, or share occupation or use of, the whole or any part of the Premises nor hold the Lease on trust for any person for all or any part of the Term.
 - 8.5. **Alterations** - Not to make any structural or service media alterations or additions whatsoever to the Premises. The Tenant may make non-structural alterations subject to obtaining the Landlord's prior written consent. Unless otherwise requested by the Landlord (whether in relation to the whole or part of such alterations or additions) at the end of the Term, the Tenant shall reinstate any alterations or additions to the Premises at the expense of the Tenant and to the satisfaction of the Landlord acting reasonably. The Tenant shall not carry out any alteration to the Premises which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of the Premises

- 8.6. **Permitted Use** - Not to use the Premises or any part of the Premises otherwise than for the Permitted Use (as may be allowed by law) and for the sake of clarity in no event is the Tenant to allow anyone to reside in or bring animals (except a guide dog) into the Premises or use the Premises for a public auction or meeting place. The Tenant acknowledges that nothing in this Lease nor any approval or consent given by the Landlord now or at any time during the Term implies represents or warrants that the Premises may be lawfully used for any particular use under the Planning Acts or any other statute
- 8.7. **Nuisance** – Neither to carry out any acts at the Premises which are noisy, noxious, dangerous, or offensive, nor to cause any nuisance, damage, inconvenience or annoyance to the Landlord or to any owners or occupiers of any adjoining or neighbouring property or the neighbourhood
- 8.8. **Insurance** - Not to do anything which may cause an increase in premium or invalidate any insurance or policy relating to the Premises or the Estate. In the event that the nature of the Tenant's business incurs the payment of additional premiums, the Tenant agrees to fully reimburse the Landlord for such additional premiums
- 8.9. **Hazardous Materials** - Not to permit any toxic, contaminative, hazardous, combustible, explosive or dangerous substances or materials to be on or to escape or be discharged from the Premises and the Tenant shall be liable for and indemnify the Landlord against any costs or liabilities arising from any breach of this obligation
- 8.10. **Contents** –to arrange contents insurance for their own fittings trade goods stock or possessions and business interruption cover
- 8.11. **Letting Boards** – 6 months prior to the Term coming to an end to permit the Landlord to erect boards externally for the purposes of re-letting the Premises and to show prospective tenants the Premises
- 8.12. **Security** – To ensure the windows and doors within the Premises remain fully locked whilst the Tenant is not in occupation
- 8.13. **Waste** - Neither to deposit or dump hazardous materials trade refuse or goods nor to store goods external to the Premises, and to remove all its waste from the Estate, failing which the Landlord reserves the right to arrange its removal and charge the Tenant accordingly, and to place only general waste in any communal waste bins, if such facilities are provided by the Landlord
- 8.14. **Floors/Services** - Not to overload floors or services or the Service Media
- 8.15. **Damage** - To notify the Landlord of any damage or destruction to the Premises as soon as possible but at the latest within 48 hours of the event.
- 8.16. **Indemnify the Landlord** - to indemnify and keep indemnified the Landlord from and against all actions proceedings claims demands losses costs expenses damages and liability in respect of any injury to any person or damage to any property by reason of or arising directly or indirectly out of the non-compliance by the Tenant with the Tenant's covenants or other obligations contained in this Lease
- 8.17. **Entry by Landlord** - To allow the Landlord and all persons authorised by the Landlord to enter the Premises at any time upon reasonable prior notice during normal business hours for the purpose of:
- 8.17.1. ascertaining whether the terms of this Lease have been complied with
- 8.17.2. carrying out the Landlord's Services
- 8.17.3. carrying out any repairs remove and make good any unauthorised alterations or execute any works which the Tenant has failed to carry out pursuant to its obligations under this Lease
- 8.18. **Yield Up** – At the expiration or earlier determination of the Term:

- 8.18.1. to peaceably to yield up the Premises free of third party rights in such state of repair and condition as shall be in accordance with the terms of this Lease
- 8.18.2. to give up all keys to the Premises to the Landlord
- 8.18.3. to remove from the Premises and Estate his goods fixtures and fittings including signs and make good all damage caused to the Premises by their removal. In the event that the Tenant fails to remove all such items prior to vacating the Premises the Landlord further reserves the right to dispose of those items in whatsoever way as the Landlord shall see fit
- 8.19. **Loading/Unloading** – Not to load or unload or block the Common Parts access ways or areas
- 8.20. **Release of the Landlord** –upon the written request of the Landlord to release the Landlord from any further liability under this contract in the event of a sale or disposal of their interest in the Estate
- 8.21. **Site Usage** – To comply with site security out of normal business hours and otherwise to comply with such reasonable rules as the Landlord may make from time to time governing the management use and occupation of the Estate
- 8.22. **EPC** – to co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property or the Estate including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate. The Tenant will allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Property or the Building

9. Forfeiture

- 9.1. If:
 - 9.1.1. the Rent, the additional rents or any other sums payable under this Lease is outstanding for ten days after becoming due whether formally demanded or not; or
 - 9.1.2. if any of the obligations on the part of the Tenant shall not be observed and performed; or
 - 9.1.3. where the Tenant is an individual:
 - 9.1.3.1. *any step is taken in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant;*
 - 9.1.3.2. *a bankruptcy order is made against the Tenant*
 - 9.1.4. where the Tenant is a company:
 - 9.1.4.1. *any step is taken in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant;*
 - 9.1.4.2. *an administration order is made in relation to the Tenant;*
 - 9.1.4.3. *the appointment of an administrator;*
 - 9.1.4.4. *a receiver or manager is appointed in relation to any property or income of the Tenant;*
 - 9.1.4.5. *a liquidator is appointed in respect of the Tenant;*

9.1.4.6. *a voluntary winding-up of the Tenant is commenced, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;*

9.1.4.7. *the Tenant is struck-off from the Register of Companies;*

9.1.4.8. *the Tenant ceases to exist or carry on its business at the Premises*

then and in any such case the Landlord may re-enter the Premises (or any part of them in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights or remedies which may have accrued to either party against the other in respect of any breach of covenant or other term of this Lease (including the breach in respect of which the re-entry is made)

10. Security Deposit

10.1. In this Clause 10:

10.1.1. **"Default"** means any failure by the Tenant to:

10.1.1.1. pay the whole or any part of the rents, interest, outgoings and any other sums due to, or recoverable by, the Landlord under this Lease, whether or not reserved by way of rent and whether formally demanded or not or pay any sums due to a third party in respect of services provided to the Tenant at the Premises (including but not limited to telephone and internet and other information technology services);

10.1.1.2. observe and perform any tenant covenants and conditions contained or referred to in this Lease;

10.1.2. **"Expenses"** means all losses arising as a consequence of (or which it is reasonably foreseeable that the Landlord will have to incur as a result of) the forfeiture or disclaimer of this Lease

10.2. Subject to clearance of funds the Tenant has paid the Security Deposit set out in the Lease Summary Sheet to the Landlord.

10.3. The Landlord will repay the Security Deposit to the Tenant once the Tenant has vacated the Premises at the end of the Term (howsoever it may end) but less deductions properly made by the Landlord to cover any unpaid rent and the actual or anticipated cost of remedying any Default

10.4. Following any Default, the Landlord shall be entitled to withdraw from the Security Deposit such proportion of the Security Deposit as may be reasonably necessary to make good any such Default

10.5. If this Lease is forfeited, surrendered or otherwise terminated early or the liability of the Tenant under this Lease is disclaimed, then as compensation for the Expenses, the Landlord shall be entitled to withdraw from the Security Deposit such sums as may be reasonably necessary to satisfy the all losses arising as a consequence of (or which it is reasonably foreseeable that the Landlord will have to incur as a result of) the forfeiture or disclaimer of this Lease

10.6. Within ten Working Days after the date of every occasion upon which the Landlord serves notice in writing on the Tenant that the Landlord has made a withdrawal from the Security Deposit the Tenant shall pay to the Landlord such sum or sums as shall be necessary to ensure that the Security Deposit is equal to the amount specified in the Lease Summary Sheet

- 10.7. The Tenant warrants that the Security Deposit is free from any charge or encumbrance and with full title guarantee charges to the Landlord the amount for the time being constituting the Security Deposit as security for the performance of the Tenant's obligations under this Lease and the cost of enforcing those obligations
11. No Agreement for Lease
 - 11.1. It is certified that there is no agreement for lease to which this Lease gives effect
12. Fixed Increases in the Rent – ***this provision only applies if the Lease Summary Sheet confirms that the Rent is to be subject to review otherwise this provision is to be ignored***
 - 12.1. On every anniversary of the Term Commencement Date the Rent specified in the Lease Summary Sheet will be increased by the Relevant Percentage (as specified in the Lease Summary Sheet).
 - 12.2. The first increase will take place on the first anniversary of the Term Commencement Date and thereafter on each subsequent anniversary of the Term Commencement Date
 - 12.3. The Landlord shall as soon as practicable after each anniversary of the Term Commencement Date give notice to the Tenant of the increased Rent that is due
13. Tenant's Break Option – ***this provision only applies if the Lease Summary Sheet confirms that this Lease is intended to have a Tenant's break right otherwise this provision is to be ignored***
 - 13.1. The Tenant may determine this Lease on the Tenant's Break Date by serving not less than the Tenant's Notice Period prior written notice on the Landlord subject to:-
 - 13.1.1. the Tenant having paid the Rent and all sums due and demanded under this Lease up to the Tenant's Break Date;
 - 13.1.2. the Tenant paying to the Landlord at least 7 days prior to the Tenant's Break Date the Break Payment (if any) specified in the Lease Summary Sheet);
 - 13.1.3. the Tenant yielding up the Premises with vacant possession and complying with the covenants in this Lease;
 - 13.1.4. following which this Lease shall terminate upon the Tenant's Break Date but without prejudice to any claim either party may have in respect of a prior breach of any lease covenant
14. Landlord's Break Option – ***this provision only applies if the Lease Summary Sheet confirms that this Lease is intended to have a Landlord's break right otherwise this provision is to be ignored***
 - 14.1. The Landlord may determine this Lease on the Landlord's Break Date subject to the service of not less than the Landlord's Notice Period prior written notice upon the Tenant. The term will terminate on the date of expiry of the Landlord's notice but without prejudice to any rights of action which either party may have for breach of any prior breach of any lease covenant
15. Guarantor – ***this provision only applies if details of a Guarantor are provided in the Lease Summary Sheet otherwise this provision is to be ignored***
 - 15.1. The Guarantor guarantees to the Landlord that the Tenant shall pay the rents reserved by this Lease and observe and perform the tenant covenants of this Lease and that if the Tenant fails to pay any of those rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them
 - 15.2. The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under paragraph 15.1 to indemnify and keep indemnified the Landlord against any failure by the Tenant to pay any of the rents reserved by this Lease or any failure to observe or perform any of the tenant covenants of this Lease

- 15.3. The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:
- 15.3.1. any time or indulgence granted by the Landlord to the Tenant; or
 - 15.3.2. any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this Lease or in making any demand in respect of any of them; or
 - 15.3.3. any refusal by the Landlord to accept any rent or other payment due under this Lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property; or
 - 15.3.4. the Landlord exercising any right or remedy against the Tenant for any failure to pay the rents reserved by this Lease or to observe or perform the tenant covenants of this Lease; or
 - 15.3.5. the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the rents reserved by this Lease or observe and perform the tenant covenants of the lease including the release of any such security; or
 - 15.3.6. any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease or any unenforceability of any of them against the Tenant; or
 - 15.3.7. the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs; or
 - 15.3.8. without prejudice to Clause 15.4, the disclaimer of the Tenant's liability under this Lease or the forfeiture of this Lease; or
 - 15.3.9. the surrender of the lease in respect of part only of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender; or
 - 15.3.10. by any other act or omission except an express written release by deed of the Guarantor by the Landlord.
- 15.4. If this Lease is forfeited or the liability of the Tenant under this Lease is disclaimed and the Landlord gives the Guarantor notice not later than six months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor shall enter into a new lease of the Property on the terms set out in this Lease for the remainder of the Term had there been no forfeiture or disclaimer

This Lease is governed by English law

This Lease has been executed and delivered as a deed on the date written above

Landlord signs here

EXECUTED as a DEED by FLEXSPACE NO 2
LLP by a member in the presence of:

.....
Witness Signature

.....
Witness Name

.....
Address

Julie Woods

19 Belflower Drive

Yaxley

Peterborough PE7 3GZ

.....
Member

Thomas Richard Tyler

Culley Court
Peterborough, PE2 6WZ

(Additional signature blocks to be included if there is more than one Tenant)

Tenant signs here where it is a company

Signed as a deed (but not delivered until dated)

By the **Tenant**

(acting by two directors or a director
and secretary or authorised signatory)

WITNESS: LEON MITCHELL
52 BERESFORD AVE, HAWWELL
W73AL


.....
Director

.....
Secretary/Director

Guarantor signs here where it is a company

Signed as a deed (but not delivered until dated)

By the **Guarantor**

(acting by two directors or a director
and secretary or authorised signatory)

.....
Director

Secretary/Director

.....

Tenant/Guarantor signs here where it is an individual

SIGNED as a DEED by

[.....] (insert Tenant's name)

in the presence of:

Witness' Signature:

Witness' Name:

Witness' Address:

SIGNED as a DEED by

[.....] (insert Guarantor's name)

in the presence of:

Witness' Signature:

Witness' Name:

Witness' Address:

LANDLORD AND TENANT ACT – WARNING NOTICE
FORM OF NOTICE THAT SECTIONS 24 TO 28 OF THE LANDLORD AND
TENANT ACT 1954 ARE NOT TO APPLY TO A BUSINESS TENANCY

To: **BOSECOM LIMITED**

50 Beresford Avenue, Hanwell, Middlesex, United Kingdom, W7 3AL

From:

FLEXSPACE NO 2 LLP (Company Registration Number OC402987)

whose registered office is at 38 Seymour Street, London W1H 7BP

Date.....11/9/2019.....

IMPORTANT NOTICE

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.

Business tenants normally have security of tenure – the right to stay in their business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will have **no right** to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant – before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days notice, you will need to sign a “statutory” declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

NOTE – If there is a more than one tenant and/or guarantor(s) a warning notice must be served on each party

LANDLORD AND TENANT ACT – STATUTORY DECLARATION BY TENANT

Dr Ravi Kumar Bose of BOSECOM LIMITED

50 Beresford Avenue, Hanwell, Middlesex, United Kingdom, W7 3AL

do solemnly and sincerely declare that -

1. I / **Dr Ravi Kumar Bose of BOSECOM LIMITED**

propose(s) to enter into a tenancy of premises at:

Unit 6, PARKHOUSE 15-23 Greenhill Crescent, Watford WD18 8PH

for a term commencing on a date to be agreed

2. I/The tenant propose(s) to enter into an agreement with Flexspace No 2 LLP that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 (security of tenure) shall be excluded in relation to the tenancy.
3. The landlord has served on me/the tenant a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003. The form of notice set out in that Schedule is reproduced below.
4. I have/The tenant has read the notice referred to in paragraph 3 above and accept(s) the consequences of entering into the agreement referred to in paragraph 2 above.
5. (as appropriate) I am duly authorised by the tenant to make this declaration.

To:

BOSECOM LIMITED

50 Beresford Avenue, Hanwell, Middlesex, United Kingdom, W7 3AL

From:

FLEXSPACE NO 2 LLP (Company Registration Number OC402987)

whose registered office is at 38 Seymour Street, London W1H 7BP

Date**11/09/2019**

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- You will have **no right** to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant – before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

SIGNED [by the Tenant or authorised signatory] RB

DECLARED at 20 Station Road, Watford this 13th day of September 2019

Before me

Elaine O'Brien FCh Inst. C. Ex
(signature of person before whom declaration is made) ELAINE O'BRIEN

A commissioner for oaths or ~~A solicitor empowered to administer oaths or~~ (as appropriate)

NOTE – If there is a more than one tenant and/or guarantor(s) statutory declaration must be sworn by each party

PARTICULARS OF CLAIM

Introduction

1. The Claimant is entitled to the reversion of all that land known as, Park House, 15-23 Greenhill Crescent, Watford, WD18 8PH ("the Estate"). It's registered leasehold interest is registered at HM Land Registry under title number HD608885.
2. Pursuant to a lease dated 18 October 2019 made between the Claimant and the First Defendant, all that property known as Unit 6 on the Estate ("the Property"), was demised for a term of 5 years commencing on 1 October 2019 at an annual rent of £17,400 plus VAT with express increases each year as set out in the Lease Summary Sheet on the first page of the lease, as well as service charge and other amounts ("the Lease").
3. The First Defendant has failed to undertake its obligations as set out in the Lease, as particularised below, in that it has failed to make payments of rent as they fell due.
4. The Second Defendant is and was at all material times, the Director of the First Defendant company.

The Defendant's Obligations Under the Lease

5. Pursuant to the Lease, the Defendant agreed with the Claimant:
 - a) By Clause 4.1, to pay the Rent specified in the Lease Summary Sheet, as provided for in the Lease Summary Sheet. The provisions were that the rent would be paid monthly, on the first day of each calendar month;
 - b) By Clause 4.2 to pay by way of additional rent the service charge and the additional payments specified in the Lease Summary Sheet. That specified that a fixed service charge of £14,136 plus VAT was payable per annum as Service Charge, and payable monthly in advance;
 - c) By Clause 4.3 to pay by way of additional rent in advance the Insurance Charges specified in the Lease Summary Sheet. That specified that a fixed sum of £846 plus VAT was payable per annum as Insurance Charge, and payable monthly on demand in advance.

The Forfeiture

6. Pursuant to clause 9.1 of the Lease, if any sums due as rent is outstanding for ten days after becoming due, the landlord is entitled to re-enter the premises and the term will absolutely cease.
7. In breach of the aforesaid covenants, the First Defendant has failed to make payments due on 1st April 2023. By an invoice dated 1 April 2023, the Claimant sent the First Defendant a demand for £3403.20, which was made up of rent, service charge, and insurance rent.
8. On 26th April 2023, the sums due still not having been paid, in the early hours of the morning (at 6am) the Claimant peaceably re-entered the Property and forfeited the Lease. The locks were changed, and the door was plated with sheet metal ("the Forfeiture").
9. The Forfeiture had the effect of bringing the Lease to an end, and ending the First Defendant's right to occupy the Property.
10. Initially in correspondence, the First Defendant sought to argue that it had paid the rent before the forfeiture occurred. That is denied by the Claimant. It now appear from further

correspondence that the First Defendant accepts it did not pay the sums due before the Forfeiture, but in fact sought to pay a sum to the Claimant after the Forfeiture took place, and edited a screenshot emailed to the Claimant to make it appear that the money was paid before the Forfeiture took place.

11. In any event, no monies had been received by the Claimant ten days after becoming due, and as such the right to forfeit had arisen and was exercised lawfully. Insofar as it is implied by the First Defendant's correspondence on the matter, it is denied that the right to forfeit was waived by the acceptance of any sums before the forfeiture was carried out.

The Trespass

12. At an unknown time on 26 April 2023 the First Defendant, acting through the Second Defendant, broke into the Property, notwithstanding it had no right to occupy the Property.
13. On 11 June 2023, on the basis that the Property was empty, the Claimant exercised the remedy of self help and re-took possession of the Property.
14. On 12 June 2023, notwithstanding the Claimant had arranged for security to patrol the site, the First and or the Second Defendant again broke into the Property.
15. The Second Defendant sent an email to solicitors acting for the Claimant on 15 June 2023. In that email he noted

"I feel compelled to inform your client that Unit 6 at Park House will be staffed 24/7, and we have no intention of vacating the premises unless you provide an adequate and fair settlement for our immediate departure by August 2023."

16. As such, the Claimant is concerned that should it exercise the remedy of self help again, the First and/or Second Defendant will simply break back in again, and thus a possession order is sought on the basis that the Lease has come to an end, and the occupier (be that the First Defendant or the Second Defendant) is a trespasser.

The Relief Sought

17. The Claimant seeks possession as against the First Defendant, or alternatively the Second Defendant, or alternatively both, depending on who is actually in occupation and in what capacity. Neither Defendant has a right to occupy, and both are trespassers.

18. While the Claimant avers it has a right to mesne profits as damage for occupation, the primary basis for bringing this claim is simply to get possession.

19. The Claimant further claims interest on such amounts as are found to be due to the Claimants pursuant to section 69 of the County Courts Act 1984.

AND the Claimant claim

- (1) Possession of the Property
- (2) Mesne Profits for use and occupation
- (3) Interest
- (4) Costs

AARON WALDER

Dated this 29 day of June 2023

By: Freeths LLP, 4th Floor, 101 Victoria Street, Bristol, BS1 6PU

Ref: EFC12108826.158

STATEMENT OF TRUTH

The claimant believes that the facts stated in this Particulars of Claim are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth. I am duly authorised by the Claimant to sign this statement

Signed: Ella Carroll

Dated: 29 June 2023

FIRST WITNESS STATEMENT OF THOMAS RICHARD TYLER

I, THOMAS RICHARD TYLER, of Flexspace No 2 LLP ("Flexspace") of Registered Office Unit 112, Culley Court, Orton Southgate, Peterborough, PE2 6WA WILL SAY as follows:

1. I am a LLP member at Flexspace.
2. I make this Witness Statement on behalf of, and in support of, the Claimant in respect of the urgent possession action required to remove the Defendants, who are trespassing at the Claimant's property known as Unit 6, Park House, 15-23 Greenhill Crescent, Watford, WD18 8PH ("Property"). The Property is registered at HM Land Registry under Title Number HD608885 (Exhibit 1).
3. I believe that the facts stated in this witness statement are true. Where matters are not within my own knowledge, they are true to the best of my knowledge, information, and belief. Where I refer to information supplied by others, the source of that information is identified.

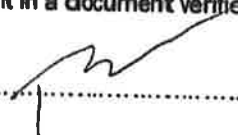
The Property

4. The Claimant is the legal owner of the long leasehold interest in the Property. The First Defendant previously had a lease of the Property dated 18 October 2019 ("Lease") (Exhibit 2).
5. Under the terms of the Lease (Clause 4.1, 4.2 and 4.3) the First Defendant covenanted to pay the rent, service charge (as additional rent) and insurance (as additional rent) on a monthly basis. On the 1 April 2023 an invoice was sent to the First Defendant in the sum of £3,403.20, this represented rent, service charge and insurance.
6. By the 26 April 2023 the First Defendant had failed to pay the sums due. Under the terms of the Lease (Clause 9.1) the Claimant is permitted to forfeit the Lease by re-entry if any sums due as rent are outstanding for ten days. Accordingly, I instructed a company called Lock Father to change the locks and we forfeited the Lease by peacefully re-entering the Property on 26 April 2023.
7. This was done by changing the locks and adding sheet metal to the entrance. The forfeiture was effectively carried out and I am advised that this caused the Lease to come to an end.
8. After the forfeiture on 26 April 2023, the First Defendant paid the arrears and initially tried to argue they had been paid on 25 April 2023 by changing the date on the payment confirmation. I understand the First Defendant has since admitted the funds were paid after the forfeiture had taken place. Our accounts make it clear the funds were received after the forfeiture took place. The Defendants actions in trying to deceive us in this way are naturally very concerning.
9. Remarkably, after the forfeiture had taken place on 26 April 2023, the Defendants broke into the Property and re-took possession despite the Lease having ceased to exist and without it therefore having any right of occupation.
10. Accordingly, on 11 June 2023 I instructed a company called VPS to assist with re-taking possession of the Property from the now trespassing Defendants. This was duly done.
11. However, despite having security on site, the Defendants decided to break into the Property again. The Second Defendant has written to our solicitors on 15 June 2023 confirming that he will not vacate the Property and will have someone at the Property 24/7 going forwards.
12. I am advised that we therefore need a Court Order to remove the trespassing Defendants.

13. I respectfully ask the Court to therefore grant an order for possession so that we can take the necessary steps to recover the Property and an order for the costs incurred in this action which has been forced upon us by the actions of the Defendants.

Statement of truth

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

Signed


Date 4 July 2023

General Form of Judgment or Order

In the County Court at Watford	
Claim Number	K00WD700
Date	17 January 2024



FLEXSPACE NO 2 LLP	1 st Claimant Ref EFC/2108826.158
BOSECOM LIMITED	1 st Defendant Ref
RAVI KUMAR BOSE	2 nd Defendant Ref

Before Deputy District Judge Reissner sitting at the County Court at Watford, Sitting At, 10 King Street, Watford, Hertfordshire, WD18 0BW.

Upon reading the Claimant's application to strike out the Defence dated 18 December 2023

IT IS ORDERED THAT

1. The application is to be listed for hearing on the first available date, in person, with a time estimate of 2 hours (hearing notice to follow).

Dated 4 January 2024

The court office at the County Court at Watford, Sitting At, 10 King Street, Watford, Hertfordshire, WD18 0BW. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number. Tel: 0300 1235577 Fax: 0870 7394015. Check if you can issue your claim online. It will save you time and money. Go to www.moneyclaim.gov.uk to find out more.

Freeths Llp
4th Floor 101 Victoria Street
Bristol
BS1 6PU

General Form of Judgment or Order

In the County Court at Watford	
Claim Number	K00WD700
Date	17 January 2024



FLEXSPACE NO 2 LLP	1 st Claimant Ref EFC/2108826.158
BOSECOM LIMITED	1 st Defendant Ref
RAVI KUMAR BOSE	2 nd Defendant Ref

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Bosecom Limited
Unit 6 Park House
15-19 Greenhill Crescent
Watford
Hertfordshire
WD18 8PH

General Form of Judgment or Order

In the County Court at Watford	
Claim Number	K00WD700
Date	17 January 2024



FLEXSPACE NO 2 LLP	1 st Claimant Ref EFC/2108826.158
BOSECOM LIMITED	1 st Defendant Ref
RAVI KUMAR BOSE	2 nd Defendant Ref

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Ravi Kumar Bose
Unit 6 Park House
15-19 Greenhill Crescent
Watford
WD18 8PH



Claim form for possession of property

In the County Court at Watford

Claim no.	K00W0700
Fee Account no.	PBA0087156

You may be able to issue your claim online and it may save you time and money. Go to www.possessionclaim.gov.uk to find out more.

Claimant

(name(s) and address(es))

Flexspace No 2 LLP
Unit 112 Culley Court
Orton Southgate
Peterborough
PE2 6WA



Defendant(s)

(name(s) and address(es))

Bosecom Limited and Ravi Kumar Bose
Both of Unit 6 Park House 15-19 Greenhill Crescent Greenhill Crescent, Watford, Hertfordshire, WD18 8PH

The claimant is claiming possession of :

Unit 6, Park House, 15-23 Greenhill Crescent, Watford, WD18 8PH

which ~~(includes)~~ (does not include) residential property. Full particulars of the claim are attached.
(The claimant is also making a claim for money).

This claim will be heard on:

20 at am/pm

at

At the hearing

- The court will consider whether or not you must leave the property and, if so, when.
- It will take into account information the claimant provides and any you provide.

What you should do

- Get help and advice immediately from a solicitor or an advice agency.
- Help yourself and the court by **filling in the defence form** and **coming to the hearing** to make sure the court knows all the facts.

Defendant's name and address for service

Bosecom Limited and Ravi Kumar Bose
Both of Unit 6 Park House 15-19
Greenhill Crescent Greenhill Crescent,
Watford, Hertfordshire, WD18 8PH

Court fee	355
Legal representative's costs	TBC
Total amount	355

Issue date 5/07/2023

Find out how HM Courts and Tribunals Service uses personal information you give them when you fill in a form:
<https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

N5 Claim form for possession of property (10.20)

© Crown copyright 2020

Claim No.

Grounds for possession

The claim for possession is made on the following ground(s):

- ☐ rent arrears (online issue available)
- ☐ other breach of tenancy
- ☐ forfeiture of the lease
- ☐ mortgage arrears (online issue available)
- ☐ other breach of the mortgage
- ☒ trespass
- ☐ other (please specify) _____

Anti-social behaviour

The claimant is alleging:

- ☐ actual or threatened anti-social behaviour
- ☐ actual or threatened use of the property for unlawful purposes

Is the claimant claiming demotion of tenancy?

☐ Yes ☒ No

Is the claimant claiming an order suspending the right to buy?

☐ Yes ☒ No

See full details in the attached particulars of claim

Does, or will, the claim include any issues under the Human Rights Act 1998? ☐ Yes ☒ No

Statement of Truth

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.

- ☐ I believe that the facts stated in this claim form are true.
- ☒ **The Claimant** believes that the facts stated in this claim form are true. **I am authorised** by the claimant to sign this statement.

Signature

Ella Carroll

- ☐ Claimant
- ☐ Litigation friend (where claimant is a child or a patient)
- ☒ Claimant's legal representative (as defined by CPR 2.3(1))

Date

Day

04

Month

07

Year

2023

Full name

Ella Frances Carroll

Name of claimant's legal representative's firm

Freeths LLP

If signing on behalf of firm or company give position or office held

Senior Associate

Claimant's or claimant's legal representative's address to which documents or payments should be sent if different from those shown on the first page.

Building and street

Freeths LLP

Second line of address

4th Floor, 101 Victoria Street

Town or city

Bristol

County (optional)

Postcode

B S 1 6 P U

If applicable

Phone number

+44 (0)345 017 6020

Fax phone number

DX number

Your Ref.

EFC/2108826/158

Email

ella.carroll@freeths.co.uk

IN THE COUNTY COURT AT WATFORD
BETWEEN:

FLEXSPACE NO.2 LLP

CLAIMANT

and

(1) BOSECOM LIMITED
(2) RAVI KUMAR BOSE

DEFENDANTS

PARTICULARS OF DEFENCE

Introduction

1. The First Defendant, Bosecom Limited, and the Second Defendant, Mr Ravi Kumar Bose, deny that the Claimant is entitled to the relief sought or any relief.
2. The Claimant has breached the terms of the lease dated 18 October 2019 ("the Lease") on multiple occasions, as detailed below, and therefore is not entitled to forfeit the Lease or claim possession of the premises known as Unit 6, Park House, 15-23 Greenhill Crescent, Watford WD18 8PH ("the Premises").
3. The Claimant's purported forfeiture of the Lease on 26 April 2023 was invalid and unlawful due to:
 - a) The Claimant's own antecedent breaches of the Lease;
 - b) The Claimant's failure to serve the requisite notices under the Law of Property Act 1925;
 - c) The Claimant's acceptance of rent after the purported forfeiture, thereby waiving any right to forfeit;
 - d) The Claimant's failure to comply with the procedural requirements for forfeiture.
4. The Defendants have suffered loss and damage as a result of the Claimant's breaches and unlawful actions and reserve the right to bring a counterclaim in due course.

Background

5. The Lease commenced on 1 October 2019 for a term of five years, expiring on 30 September 2024.
6. Under the Lease, the Claimant covenanted to provide certain services and maintain the Premises and the common parts, as detailed in Clause 5 of the Lease.

7. The Defendants duly performed their obligations under the Lease, including timely payment of rent and other sums, until the events described below.
-

The Claimant's Breaches of the Lease

Failure to Repair Roof Leak

8. From 22 October 2022 to 26 April 2023, the Premises suffered from a significant roof leak, which adversely affected the Defendants' use and enjoyment of the Premises.

9. Clause 5.1 of the Lease obliges the Claimant to:

"...maintain and keep in repair and decorate and (where necessary) renew, replace where appropriate the Common Parts of the Estate including the structure of the building of which the Premises forms part..."

10. The roof of the Premises is part of the structure and constitutes a "Common Part" under the Lease, as it serves as a fire escape and is integral to the building's integrity.
11. The Defendants reported the roof leak to the Claimant on multiple occasions, commencing on 22 October 2022. Evidence of these reports is provided at [Defence Exhibit 1A].
12. Despite repeated notifications, the Claimant failed to take any steps to repair the roof leak for over six months, in breach of Clause 5.1 of the Lease.

Failure to Provide Adequate Fire Safety and Compliance Certificates

13. From the commencement of the Lease, the Claimant failed to provide:

- a) Adequate fire safety measures in the communal areas;
- b) A valid Electrical Installation Condition Report (EICR) for the Premises.

14. Clause 5.3 of the Lease obliges the Claimant to:

"...provide, install, operate, maintain, inspect, test, repair and replace all plant machinery electrical systems security systems fire detection fire fighting and emergency lighting equipment solely serving the Common Parts..."

15. The Claimant's failure to comply with fire safety regulations and provide necessary compliance certificates constituted a breach of Clauses 5.3 and 5.5 of the Lease.

Failure to Manage the Estate

16. The Claimant failed to manage the Estate properly, contrary to Clause 5.2 of the Lease, which requires the Claimant to:

"...manage the Estate whether by engaging managing agents or by the Landlord's own staff or the staff of an associated company employing or engaging staff..."

17. The Defendants experienced numerous issues due to the Claimant's inadequate management, including lack of communication and failure to address critical maintenance issues.
-

The Defendants' Withholding of Rent

18. Due to the Claimant's persistent breaches of the Lease and failure to remedy the roof leak, the Defendants suffered significant disruption to their business, including loss of income and unusable workspace.
 19. The Defendants attempted to resolve these issues amicably by contacting the Claimant multiple times without success.
 20. Faced with the Claimant's inaction, the Defendants withheld rent for April 2023 as a measure to compel the Claimant to fulfil its obligations under the Lease.
 21. The Defendants acted in the bona fide belief that they were entitled to withhold rent due to the Claimant's antecedent breaches, which went to the root of the Lease.
 22. On or about 4 April 2023, the Defendants sought legal advice regarding the situation.
 23. Acting upon legal advice, the Defendants made arrangements to pay the rent due, and payment was made on 25 April 2023. Evidence of payment is provided at [Defence Exhibit 2].
-

The Invalid Forfeiture on 26 April 2023

24. On 26 April 2023, without prior notice or warning, the Claimant purported to forfeit the Lease by changing the locks and obstructing the entrance to the Premises with sheet metal.
 25. The Defendants contend that the purported forfeiture was invalid and unlawful for the following reasons:
 - a) ****Failure to Serve Section 146 Notice****: The Claimant failed to serve a notice under Section 146 of the Law of Property Act 1925, which is required for breaches other than non-payment of rent. Given the Claimant's own breaches, such notice was necessary.
 - b) ****Waiver of Right to Forfeit****: By accepting rent payments after the date of the alleged forfeiture, the Claimant waived any right to forfeit the Lease.
 - c) ****Breach of Quiet Enjoyment****: The Claimant's actions interfered with the Defendants' right to quiet enjoyment of the Premises.
 - d) ****No Valid Demand or Notice****: The Claimant did not provide any valid demand for rent or notice of arrears prior to the purported forfeiture.
-

Acceptance of Rent After Purported Forfeiture

26. Following the events of 26 April 2023, the Claimant continued to accept rent payments from the Defendants for May and June 2023.
27. The Claimant issued an invoice for May 2023 rent on 17 April 2023, which the Defendants paid in full.
28. The Claimant did not refund or reject these payments until late June 2023, indicating acceptance and thereby affirming the continuation of the Lease.
29. By accepting rent after the purported forfeiture, the Claimant unequivocally affirmed the Lease and waived any right to forfeit.

30. *The law is clear that acceptance of rent accruing after knowledge of a breach operates as a waiver of the right to forfeit (see Croft v Lumley (1858) 6 HLC 672).*

Second Forfeiture Attempt on 10 June 2023

- 31. On 10 June 2023, the Claimant unlawfully re-entered the Premises and changed the locks without proper notice or lawful authority.
- 32. The Claimant alleges this occurred on 11 June 2023; however, evidence, including video footage dated 10 June 2023 ([Defence Exhibit 5]), confirms that the re-entry occurred on 10 June 2023.
- 33. At that time, the rent for June 2023 was not yet overdue by 10 days, as required under Clause 9.1 of the Lease for forfeiture due to non-payment.
- 34. Clause 9.1 states:

"If the Rent, the additional rents or any other sums payable under this Lease is outstanding for ten days after becoming due whether formally demanded or not...the Landlord may re-enter the Premises..."

- 35. Therefore, the earliest date the Claimant could have lawfully exercised the right to forfeit was after 12 June 2023.
 - 36. The Claimant's re-entry on 10 June 2023 was premature, unlawful, and constituted a repudiatory breach of the Lease.
-

The Claimant's Waiver of Forfeiture and Affirmation of the Lease

- 37. By accepting rent payments for April, May and June 2023, and by issuing invoices for rent after the date of the purported forfeiture, the Claimant affirmed the Lease and waived any right to forfeit.
 - 38. The Claimant's actions are inconsistent with an intention to determine the Lease, and the Claimant is estopped from asserting that the Lease has been forfeited.
 - 39. Furthermore, the Claimant's retention of rent payments for April and May 2023 until late June 2023 indicates acceptance of those payments as rent due under the Lease.
 - 40. The subsequent refund of these payments does not negate the fact that the Claimant had already accepted them, thereby waiving the right to forfeit.
-

Procedural Irregularities and Failure to Comply with Legal Requirements

- 41. The Claimant failed to comply with the procedural requirements for lawful forfeiture, including:
 - a) ****Failure to Serve Proper Notices****: No valid notice was served on the Defendants prior to the purported forfeitures, in breach of statutory requirements.

- b) ****Unlawful Re-entry****: The Claimant's actions amounted to unlawful eviction and interference with the Defendants' lawful possession.
 - c) ****Breach of Peace****: The manner of re-entry was not peaceful and caused distress to the Defendants and their clients.
-

Unlawful Eviction and Trespass

- 42. The Defendants contend that the Claimant's actions amount to unlawful eviction and trespass.
 - 43. The Defendants have the right to possession of the Premises under the Lease, which remains in effect.
 - 44. The Claimant's actions have caused significant disruption to the Defendants' business operations and have resulted in loss and damage.
-

Conclusion

- 45. In light of the foregoing, the Defendants respectfully request that the Court:
 - a) Dismiss the Claimant's claim in its entirety;
 - b) Since the Defendants' belongings have been removed, grant the Defendants' counterclaim for damages arising from the Claimant's breaches and unlawful actions, and allocate the matter to the appropriate track;
 - c) Award the Defendants their costs in defending this claim and pursuing the counterclaim;
 - d) Grant such further or other relief as the Court deems just.

Statement of Truth

The Defendants believe that the facts stated in this Defence are true.



Signed

For and on behalf of Bosecom Limited

IN THE COUNTY COURT AT WATFORD
BETWEEN:

FLEXSPACE NO.2 LLP

CLAIMANT

and

**(1) BOSECOM LIMITED
(2) RAVI KUMAR BOSE**

DEFENDANTS

FIRST WITNESS STATEMENT OF RAVI KUMAR BOSE

I, Ravi Kumar Bose, of Bosecom Limited, formerly of Unit 6, Park House, 15-19 Greenhill Crescent, Watford, WD18 8PH, make this statement in response to the Claimant's claim. I believe the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement without an honest belief in its truth.

Defence Exhibits can be found at: <https://bosecom.org.uk/K00WD700>

Introduction

1. I am the Second Defendant in this matter and a director of Bosecom Limited ("the First Defendant"). I make this statement from my own knowledge and belief.
2. This statement is made in support of our defence against the Claimant's claim for possession and other relief, and in support of our counterclaim for damages arising from the Claimant's breaches of the lease agreement dated 18 October 2019 ("the Lease").
3. I wish to set out the factual background to this dispute, demonstrating that the Claimant has consistently breached the terms of the Lease, leading to significant losses for the First Defendant, and that the purported forfeiture of the Lease was invalid and unlawful.

Background

4. The First Defendant entered into the Lease with the Claimant for Unit 6, Park House, commencing on 1 October 2019 for a term of five years, expiring on 30 September 2024.

5. Under the Lease, the Claimant agreed to provide certain services and maintain the premises and common parts, as detailed in Clause 5 of the Lease.
 6. The First Defendant duly performed its obligations under the Lease, including timely payment of rent and other sums, until the events described below.
-

Claimant's Breaches of the Lease

Failure to Repair Roof Leak

7. On 22 October 2022, a significant roof leak occurred at the Premises, causing damage and rendering part of the workspace unusable.
8. Clause 5.1 of the Lease obliges the Claimant to:

"Maintain and keep in repair and decorate and (where necessary) renew, replace where appropriate the Common Parts of the Estate including the structure of the building of which the Premises forms part..."

9. The roof is part of the structure and is considered a "Common Part" under the Lease, as it also serves as a fire escape.
10. I reported the leak to the Claimant on 24 October 2022 via email to the Centre Manager, Mr. Lucas Bayle, and the Claimant's administration team. Evidence of this report is provided as **Defence Exhibit 1A – Roof Leak**.
11. Despite this report, the Claimant failed to take any action to repair the leak. A second leak occurred in March 2023, causing further damage, which I also reported. Evidence of this report is provided as **Defence Exhibit 1B – Roof Leak**.
12. The Claimant's failure to address these issues is a breach of Clause 5.1 of the Lease.

Failure to Provide Compliance Certificates and Fire Safety Measures

13. From the commencement of the Lease, the Claimant failed to provide a valid Electrical Installation Condition Report (EICR) for the Premises and did not ensure adequate fire safety measures in communal areas.
14. Clause 5.3 of the Lease obliges the Claimant to:

"Provide, install, operate, maintain, inspect, test, repair and replace all plant machinery electrical systems security systems fire detection fire fighting and emergency lighting equipment solely serving the Common Parts."

15. The Claimant's failure to comply with these obligations prevented the First Defendant from obtaining necessary insurance and hindered our ability to achieve ISO accreditation.

Failure to Manage the Estate

16. The Claimant failed to manage the Estate properly, contrary to Clause 5.2 of the Lease, which requires the Claimant to manage the Estate, including engaging necessary staff or agents.
17. The Claimant's lack of communication and inaction in response to our reports of issues demonstrate a failure to manage the Estate effectively.

Decision to Withhold Rent

18. Due to the Claimant's persistent breaches of the Lease and failure to remedy the roof leak, the First Defendant suffered significant disruption to its business, including loss of income and unusable workspace.
19. After multiple attempts to have the Claimant address these issues, we felt compelled to withhold rent as a means to prompt action.
20. On 3 April 2023, I instructed our contractor, Mr. Tim Doherty, to hold the rent payment due on 1 April 2023, intending to encourage the Claimant to respond. Evidence of this instruction is provided as **Defence Exhibit 2 – Payment Instruction**.
21. Despite withholding rent, we received no communication from the Claimant regarding the outstanding issues.
22. On 8 April 2023, after seeking legal advice, I instructed Mr. Doherty to proceed with the rent payment. However, due to an oversight, the payment was not made until 25 April 2023.
23. On 26 April 2023, upon arriving at the Premises, I found sheet metal obstructing one of the doors but no notices or communications regarding forfeiture or eviction.
24. Believing this might be a mistake or a prank, as had occurred in the past, we accessed the Premises through an unlocked side entrance.
25. Later that day, I was informed verbally by the Centre Manager that the Lease had been forfeited due to non-payment of rent.
26. I immediately provided evidence of the rent payment made on 25 April 2023 to the Claimant. This evidence was emailed to the Claimant and is provided as **Defence Exhibit 3 – Payment Proof Email**.

Invalid Forfeiture on 26 April 2023

27. The purported forfeiture was invalid for several reasons:
 - a) **No Notice of Forfeiture:** The Claimant did not serve any notice of forfeiture or communicate their intentions prior to the action.
 - b) **Acceptance of Rent:** The Claimant retained the rent payment for April 2023 and later accepted rent payments for May 2023, indicating affirmation of the Lease.
 - c) **Failure to Secure Premises:** The Claimant failed to secure all entrances to the Premises, allowing us to access the property without hindrance.
 - d) **Lack of Evidence of Breach:** The Claimant has not provided evidence of any breach that would justify forfeiture under the Lease terms.
 28. The Claimant's actions on 26 April 2023 did not constitute a valid forfeiture and were in breach of the Lease.
-

Continued Occupation and Payment of Rent

29. On 17 April 2023, we received an invoice from the Claimant for May 2023 rent, indicating that they continued to recognize the Lease. This invoice is provided as **Defence Exhibit 4C – Invoice from Flexspace Issued 17-04-2023**.
 30. We paid the rent for May 2023 on 5 May 2023.
 31. The Claimant retained these rent payments without objection until late June 2023, further affirming the continuation of the Lease.
-

Second Lockout on 10 June 2023

32. On 10 June 2023, the Claimant unlawfully re-entered the Premises and changed the locks without proper notice or lawful authority.
 33. We have video evidence showing that the lockout occurred on 10 June 2023, not 11 June 2023 as claimed by the Claimant. This evidence is provided as **Defence Exhibit 5 – 10-06-2023 Lockout Video Footage**.
 34. Clause 9.1 of the Lease allows forfeiture for non-payment of rent only if the rent remains unpaid for ten days after it becomes due.
 35. The rent for June 2023 was not yet overdue by ten days on 10 June 2023, making the lockout premature and unlawful.
 36. We contacted the police on 11 June 2023 due to the unlawful lockout and the presence of security personnel with dogs. A letter from the police confirming their attendance is provided as **Defence Exhibit 7A – Police Letter**.
 37. The police confirmed that we had a right to access the Premises, and we re-entered without causing any damage.
-

Lack of Communication from the Claimant

38. Despite our attempts to resolve the issues amicably, the Claimant failed to communicate with us or respond to our concerns.
 39. On 15 June 2023, I sent an email to the Claimant's solicitors, Freeths LLP, outlining our position and seeking an amicable resolution. This email is provided as **Defence Exhibit 8A – Communication with Freeths**.
 40. I received no substantive response from the Claimant or their solicitors addressing our concerns.
-

Refund of Rent Payments

41. On 19 June 2023, following a conversation with Ms. Ella Carroll of Freeths LLP, the Claimant refunded the rent payment for June 2023.
42. On 27 June 2023, the Claimant refunded the rent payments for April and May 2023.

43. These refunds occurred after significant delays and only after we raised issues regarding the unlawful lockout and the Claimant's breaches of the Lease.
 44. The Claimant's acceptance and retention of rent payments until late June 2023 indicate affirmation of the Lease and a waiver of any right to forfeit.
-

Health and Safety Concerns

45. The Claimant's actions in locking fire exits and restricting access to the Premises raised serious health and safety concerns.
 46. I reported these concerns to the Hertfordshire Fire and Rescue Service and the Health and Safety Executive.
 47. On 23 June 2023, the Hertfordshire Fire and Rescue Service instructed the Claimant to remove restrictions from the exits and entrances. This correspondence is provided as **Defence Exhibit 13 – Removal of Restrictions from Exits and Entrances**.
-

Claimant's Intentions and Conduct

48. I believe that the Claimant's actions were motivated by their intention to redevelop the site and remove existing tenants without proper compensation or adherence to legal obligations.
 49. An email from another tenant, Mr. Joe Iannotta of Tony and Maria's Café, indicates that the Claimant planned to demolish the building and had set license agreements to end in September 2023. This email is provided as **Defence Exhibit 15 – Email from Joe Iannotta**.
 50. The Claimant's conduct throughout this matter has been oppressive and in breach of their duties under the Lease.
-

Impact on Our Business

51. The Claimant's breaches of the Lease and unlawful actions have caused significant loss and damage to the First Defendant, including:
 - a) **Financial Losses:** Loss of contracts and revenue due to inability to insure the Premises and obtain necessary certifications.
 - b) **Reputational Damage:** Damage to our reputation due to disruptions in service and inability to meet client expectations.
 - c) **Operational Disruption:** Inability to hire full-time staff and expand the business as planned.
 52. We have suffered losses exceeding £65,000 per month due to these issues.
-

Conclusion

53. In light of the above, I respectfully request that the Court:

- a) Dismiss the Claimant's claim in its entirety.
- b) Grant the Defendants' counterclaim for damages arising from the Claimant's breaches and unlawful actions, and allocate the matter to the appropriate track.
- c) Award the Defendants their costs in defending this claim and pursuing the counterclaim.
- d) Grant such further or other relief as the Court deems just.

Statement of Truth

I believe that the facts stated in this witness statement are true.

Signed: 
Ravi Kumar Bose