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CITMA Procedure Refresher

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13/11/2026

Claim Letters

- Control the Aggression
- Control the Costs Burn
- A problem when trying to restrain unjustified threats

Aggression can cost you

- Stubbins Marketing v Rayner Essex [2023] EWHC 515
  - Aggressive and wide-ranging claim letter
  - Limited scope of Particulars of Claim
  - Indemnity costs!.

Control the Costs Burn

- 62.3 hours to draft a claim letter
  - HD v North Devon Healthcare [2023] EWHC 2118
- *"…I am in no doubt that both the 62.3 hours claimed and the 50 hours offered to draft the Letter of Claim, are unreasonable and disproportionate and candidly I cannot see that letter having taken anything like the time claimed, to draw…"*
-

Problems in restraining threats

- Bargain Busting v Shenzhen SKE Technology [2026] EWCA Civ 532
- Freedom of Expression implications
  - Section 12 Human Rights Act 1998
  - (1) *This section applies if a court is considering whether to grant any relief which, if granted, might affect the exercise of the … right to freedom of expression.*
  - *(3) No* [interim injunction] *is to be granted so as to restrain publication before trial unless the court is satisfied that the applicant is likely to establish that publication should not be allowed"*

Issuing the Claim – Where?

- IN THE HIGH COURT OF JUSTICE
- BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
- INTELLECTUAL PROPERTY LIST ~~(ChD)~~
  - PATENTS COURT/INTELLECTUAL PROPERTY ENTERPRISE COURT

Issuing the Claim – Against all odds

- Bali v 1-2 Couriers Ltd [2025] EWCA Civ 1413
- *"The relevance of the date of issue is that it denotes the date on which proceedings are started (CPR r.7.2 (1)). A claim form is issued on the date entered on the form by the court. That can only be a reference to its sealing by a court officer…"*

Service of Claim Form – A Sad Case

- Serve on Defendant of their legal representative?
- Written Confirmation
  - Authority? - CPR 6.7 – “notified … in writing…instructed by the defendant to accept….”
- Truthful evidence in support
  - Authority? – common sense, honesty, instinct for self preservation

Case Analysis→Co-herent Pleadings

- Entain Operations v Liquidity Trading [2026] EWHC 2330 (Ch)
  - sufficient factual detail to:
    - establish a complete cause of action or, in any event
    - to enable the Defendants to understand the case they must answer,
- Roadget v Whaleco [2026] EWHC 2165 (Ch)
  - aka Shein v Temu

Case Management

- “I love deadlines. I love the whooshing noise they make as they go by.”
  - Douglas Adams, quoted in Richard Dawkins, “A Lament for Douglas Adams,” *The Guardian*, 13 May 2001; reprinted in *The Salmon of Doubt* (2002), epilogue.
- Gomes v AMG Financial Management [2026] EWHC 2284 (Comm)

Bundles

- Too big
  - “judges…must wade through voluminous documents…”
- Disorganised
  - “puzzlingly organised”
- Irrelevant content
- Poorly indexed/ numbered
  - “almost unusable”

Costs

- Jan 2026 updated guideline hourly rates
  - https://www.gov.uk/guidance/solicitors-guideline-hourly-rates
- Summary Assessment - use the Excel version of form N260
  - www.judiciary.uk/guidance-and-resources/rolls-building-practice-note-summary-assessments-2026/
- Small claims track – “designed to be different…” “costs neutral” means just that.
  - Orton v Barclays Bank [2026] EWCA Civ 1025 – 31 July 2026

Draft Judgment - Purpose

- "…correct any typographical or other manifest errors" (Chancery Guide 21.108).
- Not to get the judge to change his mind:
  - Paul Andrew Whittaker v Bertha UK Ltd [2026]EWHC 2029
  - Lee & Ors v James Hay Administration Co Ltd [2025] EWHC 2154
- "The delivery of a judgment is not a transactional process. Its contents are not open to negotiation." – YM (Care Proceedings) [2024] EWCA Civ 71

Draft Judgment - Embargo

- **Warning**
  - **“…neither the draft itself nor its substance may be disclosed to any other person or used in the public domain…”**
  - R v Natural England [2026] EWHC 1932

- **Vos in R v Secretary of State [2022] EWCA Civ 181**
  - "It is the personal responsibility of counsel and solicitors instructed in a case in which an embargoed draft judgment is provided to ensure that [the mandatory provisions of CPR PD40E] are complied with…”
- “…if litigants … are going to misunderstand what such an embargo means, the burden will fall on the lawyers to explain to their clients, even more clearly and fully than they already do, what they can and cannot do…”
  - **Car-Wizard Ltd v Vixen Surface Treatments [2026] EWHC 2739**

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Thank you