

Mr Suki Bhangra  
Customer Service Officer  
2<sup>nd</sup> Floor  
Rose Court  
2 Southwark Bridge  
London SE1 9HS

Ms N Klosterkotter-Dit-Rawé  
[]  
[]  
[]  
(Defendant)

5 December 2007

**(By 'Special Delivery')**

Your reference: LC-07-385

My reference: West London County Court claim, **7WL 00675**, dated 27 February 2007

Dear Mr Bhangra

**I demand that my case is immediately transferred to a court and a judge committed to operating under CPR's 'Overriding Objective'**

**So that I can exercise my rights under the European Convention on Human Rights, comprised under the Human Rights Act 1998: Article 6 – "*Right to fair hearing*", and Article 13 - "*Right to effective remedy*"**

Thank you for your letter of 15 November 2007, in response to my 13 November 2007 complaint against West London County Court (WLCC), in which you wrote: "*I have asked the Court Manager...for a full report and we will provide you with a full response to your letter within the next two weeks*".

This was followed by your correspondence of 29 November 2007, stating: "*Unfortunately we are not in a position to respond to you in full regarding your complaint, as this matter is being investigated by the court. We aim to respond to you in full regarding this matter within the next two weeks*"

I find it most interesting that WLCC requires (so far) one month to answer what I view as straightforward questions in my 13 November 2007 correspondence to your Office i.e.

1. I want to know why it cost somebody £250 to file a fraudulent claim against me whereas I am expected to pay seven times as much i.e. £1,700 to defend myself against it.
2. I want to know why WLCC has not responded to my 2 October 2007 letter in which I demonstrated that it was an impossibility for me to file a counterclaim (for reasons that are very clearly explained in my Skeleton Argument which was used during the 24 August 2007 hearing) – in spite of my chasing a reply on two occasions during the month of October (14 and 28 October 2007).
3. I want to know why WLCC has gone into 'silent mode' since its 27 September 2007 correspondence.
4. I want to know why WLCC is ignoring my request for an amended version of its 3 April 2007 Order – in spite of my sending four requests between 30 June 2007 and 28 October 2007. As I have explained, in the Order, WLCC wrongly captured that I had "*responded to the claim indicating an intention to defend the claim*" when, in actual fact, I wrote, very clearly I believe, on the Acknowledgment of Service that I was "*contesting the jurisdiction of the court*".
5. I want an explanation for the three-and-half month delay in rescheduling the 8 May 2007 hearing.
6. I want to know why it took WLCC one month to send the tape for transcription to my nominated company, and why there were further delays apparently caused by the court's reviewing process – leading to the transcript being finally available to me ten weeks after the hearing. (The outcome of the 24 August 2007 hearing was that I had to file my "*Defence & Counterclaim*" by 14 September 2007)

In addition, I want confirmation from your Office that the 27 September 2007 correspondence from WLCC in which it demanded payment from me of the sum of £1,700 "*to file a counterclaim*" - and stated: "*If by 05 October 2007 you have not paid the fee or applied for a fee exemption or remission, your counterclaim*

*will automatically be struck out without further order of the court. This means that you would not be able to proceed with your counterclaim” – complies with court regulations.*

At the date of writing, I still have not received:

1. A reply from WLCC to my 2 October 2007 letter. Why not?
2. An amended version of WLCC's 3 April 2007 Order. Why not? Why does WLCC continue to breach, among others, my right under Principle 4 of the Data Protection Act: information held to be *“accurate”*

In addition to my chaser letters, your Office has also contacted WLCC highlighting its lack of response.

As I stated in my 13 November 2007 complaint to your Office: *“As you know, the ‘Courts Charter – The Civil Courts’ states: “When you write to the court, and we need to reply, we will: write to you or phone you within 10 working days of receiving your letter”*

To this I will now add:

- CPR's 1.4 *“Court's duty to manage cases”* which states: *“(1) The court must further the overriding objective by actively managing cases”*

I hold the view that the above cannot be regarded as compliance with this particular CPR. Why is WLCC not actively managing my case? As I wrote in my 13 November 2007 complaint: *“the claim has now been ‘hanging over my head’ for nine months”*

- The Court and Legal Services Act 1990 - Chapter 41 - Section 17 *“duty to ensure the proper and efficient administration of justice”*

I also note with great interest that the claimant has, likewise, gone into ‘silent mode’ since 26 September 2007. Understandably, this leads me to the perception that some ‘close communication’ is taking place between WLCC and the claimant.

**Not surprisingly, the above leads me to perceive what has and continues to take place with WLCC as seriously lacking in transparency. It leads me to wonder whether the motive behind events is to prevent my case from proceeding to a ‘proper’ hearing.**

Also influencing my perceptions are:

- WLCC accepted the 27 February 2007 claim against me in spite of the fact that it is in breach of CPR 16, Statements of case PD 7.3 as my ‘contractual obligation’ i.e. my lease was not supplied with the claim.
- It ignored my highlighting in my 22 March 2007 Acknowledgement of Service that the claim gives two names for the *“landlord”*: *“Roostock Overseas Corp”* and *“Steel Services”*
- (Being a Litigant in person, in full time employment) it placed me under considerable pressure by demanding that I file a Skeleton Argument by 2 May 2007, as I only took delivery of its 19 April 2007 Order on 28 April 2007. When I asked for an extension, it only gave me one extra day. (WLCC had scheduled the hearing for 8 May 2007 – which it then cancelled, and postponed to 24 August 2007).

**This is to be added to the events spanning from 2002 to 2004 in relation to the 29 November 2002 claim WL203 537 by Steel Services against me (and 10 other leaseholders – representing a total of 14 flats):**

1. Steel Services had filed an application to the Leasehold Valuation Tribunal on 7 August 2002 in relation to a service charge demand it had sent leaseholders in July 2002. At the pre-trial hearing on 29 October 2002, we, the leaseholders, were told by the tribunal that it only had jurisdiction for service charges that are **still unpaid**. Consequently, to **not pay** until the tribunal had issued its determination. (It did this seven months later, in June 2003).

In spite of this, one month later, on 29 November 2002, Steel Services had a claim filed against me and 10 leaseholders in WLCC – for the full amount demanded in the July 2002 service charge demand.

On numerous occasions, I informed WLCC that the claim amounted to an abuse of process of court:

- a) My 10 December 2002 letter: *"I wish to bring to your attention the fact the claimant has brought exactly the same action under the Leasehold Valuation Tribunal (LVT/SC/007/120/02)"*
- b) In my 16 December 2002 Defence to the Claim: *"Claimant already pursuing claim through the London LVT (LVT/SC/007/120/02) and process already fairly advanced"*
- c) My 17 December 2002 letter (included with my defence to the claim): *"ACTION TO BE STAYED - The purpose of my attached letter of 10 December 2002 was to report that the same action is being pursued by the same party in two jurisdictions: (1) yours; (2) the Leasehold Valuation Tribunal (case LVT/SC/007/120/02). Consequently, I would like to suggest that this action through your County Court be stayed "*
- d) My 25 March 2003 letter to WLCC: *"29 October 2002 - During the hearing, Mr Sharma FRICS, Chair, tells us that if we pay the service charge demanded before the hearing, then the Tribunal will not be able to do anything. In other words, Mr Sharma tells us to **not pay** the service charge until the Tribunal has reached a decision"*
- e) My 30 March 2003 letter to the LVT, cc'd WLCC: *"I requested (once again) that the action be stayed explaining, among others, that: 1. at the LVT pre-trial hearing on 29 October 2002 Mr Sharma, FRICS, had in effect told the residents to not pay the service charge demanded for the major works until the LVT had reached a decision"*
- f) My 17 June 2003 letter to WLCC: *"I am astonished that your court has persisted in allowing duplicate action to take place. I have informed you on several occasions that Steel Services had referred the matter to the LVT - completely duplicating this action before your court. Better still, why are you not communicating with the LVT?"*

I was not the only one holding the view that an abuse of process of court was taking place, as I have two letters from two firms of solicitors, representing other leaseholders on the claim, who were saying the same thing.

(NB: A 23May 2003 application to WLCC for a case management hearing by Cawdery Kaye Fireman & Taylor, acting solicitors for Steel Services, provides undeniable evidence that, by then, the court action had resulted in seven leaseholders paying the service charge demand i.e. before the LVT had issued its determination. It also provides evidence that this was achieved by means of one (or more?) judgements issued by WLCC against the leaseholders).

2. The Particulars of Claim state: *"The claimant attaches to these Particulars of Claim a copy of the lease of flat 23 which contains covenants in the same terms as all of the leases..."* This certainly was not true in my case as it contained a highly material difference to my lease. I highlighted this in my 16 December 2002 Defence: *"Part of my lease is different from that provided to the County Court"*. No action was taken. (At the time, I was also a Litigant in person)
3. My several protests to WLCC (supported by evidence, including from my Chartered Surveyor) that, contrary to the claims made by Cawdery Kaye Fireman & Taylor, Steel Services had not implemented the LVT determination were, likewise, ignored.
4. WLCC issued an Order that the action against me be *"stayed"*. In fact, as recognised by the Court Service in its 23 August 2004 reply to my complaint: *"In your particular case it is acknowledged that an agreement had been reached"*
5. In addition, I was falsely told by WLCC that:
  - a) a charging order hearing, due to take place on 4 April 2003, concerned me;
  - b) an 18 March 2004 judgement had been entered against me;
  - c) I was the Defendant in a trial due to take place on 17 August 2004. (It concerned the 5th Defendant on the claim)

**There was another major issue with the 29 November 2002 claim, which WLCC overlooked**

At the time of the 29 November 2002 claim, I had near non-existent knowledge of legislation. (As I previously stated, at the time, I was also a Litigant in person). Subsequently, I identified the following:

- The Statement of Truth for the 29 November 2002 claim WL203 537 is signed by Ms Joan Hathaway, Martin Russell Jones, managing agents for the block
- CPR Part 22 - Statements of Truth - Practice Direction states :

**"3.11 - Managing agent - "An agent who manages property or investments for the party cannot sign a statement of truth. It must be signed by the party or by the legal representative of the party"**

**"CONSEQUENCES OF FAILURE TO VERIFY**

**4.1 If a statement of case is not verified by a statement of truth, the statement of case will remain effective unless it is struck out, but a party may not rely on the contents of a statement of case as evidence until it has been verified by a statement of truth.**

(My research indicates that this particular Practice Direction was in application at the time)

### **In conclusion**

Considering all of the above: I demand that my case is immediately transferred to a court and a judge committed to operating under CPR's 'Overriding Objective' – so that I can exercise my rights under the European Convention on Human Rights, comprised under the Human Rights Act 1998: Article 6 – *"Right to fair hearing"*, and Article 13 - *"Right to effective remedy"*

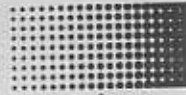
Thank you.

Yours sincerely

N K-Dit-Rawé

cc. Mr Kevin Pogson, HMCS Regional Director, Rose Court, 2 Southwark Bridge Road, London SE1 9HS  
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## To Kevin Pogson, Regional Director – Her Majesty Court Service

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