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Neutral Citation Number: [2026] EWHC 2451 (KB)

Claim No: KB-2022-004439

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION
MEDIA AND COMMUNICATIONS LIST

Royal Courts of Justice
Strand
London, WC2A 2LL

Date: 25 September 2026

Before :

RICHARD SPEARMAN K.C
(sitting as a Deputy Judge of the King's Bench Division)

Between :

LORD RAMINDER SINGH RANGER

Claimant

- and -

POONAM JOSHI

Defendant

William Bennett KC and Lily Walker-Parr (instructed by **Patron Law**) for the Claimant
David Price KC (solicitor advocate) and **Tiyash Banerjee** (instructed by **David Price KC**)
for the Defendant

Hearing date: 30 July 2026

JUDGMENT

This judgment was handed down remotely at 10.30am on 25 September 2026 by circulation to the parties or their representatives by e-mail and by release to the National Archives.

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Richard Spearman KC:

INTRODUCTION

1. The principal question raised by this hearing concerns the meaning of the word “denigrate” in the following mutual undertakings given by the parties to one another within a confidential schedule to a Tomlin Order dated 3 July 2023 as one of the terms of settlement of these proceedings: “The Defendant and Claimant will not denigrate each other and/or pursue a course of conduct that amounts to harassment of the other.” I shall refer to the non-denigration undertaking part of these undertakings as “the NDU”.
2. The other main questions are: (i) has the Defendant breached the NDU by the publications discussed below? and (ii) if so, is this an appropriate case for the Court to lift the stay contained in that Tomlin Order for the purpose of enforcing the NDU, and to grant a permanent injunction against the Defendant, as sought by the Claimant?

THE HEARING

3. These questions arise pursuant to the Claimant’s application notice dated 18 May 2026, supported by the witness statement with exhibit of the Claimant’s solicitor, Mark Lewis, of the same date. By two Orders, dated 22 June 2026 and 23 June 2026, Collins Rice J gave directions relating to the hearing of the application. Among other things, those directions made provision for the filing of further evidence (i) by the Defendant in response to the application, and (ii) by the Claimant in reply. The Defendant elected to file no evidence. Accordingly, the only evidence before the Court is that of Mr Lewis.
4. Initially, the relief sought by the Claimant extended wider than a lifting of the stay on these proceedings contained in the Tomlin Order, and enforcement of the NDU. It embraced an endeavour to enforce, in addition, first, the harassment limb of the above undertaking, and, second, two separate undertakings given by the Defendant as part of the above terms of settlement. These further undertakings provided (i) that “The Defendant will not publish or cause to be published, by herself, her agents or otherwise, the imputations complained of in paragraphs 23 to 28 of [the Amended Particulars of Claim] (“APOC”) or similar imputations, save that this shall not prevent the publication of any statement protected by statutory qualified privilege” (“the APOC Undertaking”) and (ii) that “The Defendant agrees not to encourage and/or assist any third party in connection with complaints and/or claims they consider that they or others may have against the Claimant, save as required for the purpose of reporting criminal offences or cooperating with a criminal investigation and other legal processes” (“the Non-Encouragement Undertaking”). By the time of the hearing, however, the Claimant had narrowed the relief that he was seeking down to enforcement of the NDU.
5. The above Tomlin Order was preceded by a Settlement Agreement between the parties dated 31 May 2023 (“the Settlement Agreement”). The Settlement Agreement was marked “Confidential” and was referred to as containing “confidential terms of

settlement” in the Tomlin Order. However, the terms of settlement were referred to in open court at the hearing, and neither side sought any protections concerning either them or the Settlement Agreement. For example, no order was sought pursuant to CPR 31.22(2) (which provides that: “The court may make an order restricting or prohibiting the use of a document which has been disclosed, even where the document has been read to or by the court, or referred to, at a hearing which has been held in public.”).

6. One issue raised in advance of the hearing concerned Clause 15.1 of the Settlement Agreement. This provides: “If any dispute arises in connection with this Agreement, the parties agree that the dispute will be referred to mediation, and if mediation is unsuccessful to arbitration, such arbitrator to be appointed by agreement of the parties, failing which the arbitrator shall be appointed by the President of the Law Society.”
7. Among other things, Mr Bennett KC submitted on behalf of the Claimant: (i) that, if the Defendant wished to invoke Clause 15.1, she should have issued an application pursuant to CPR 11(1) (“A defendant who wishes to (a) dispute the court’s jurisdiction to try the claim; or (b) argue that the court should not exercise its jurisdiction, may apply to the court for an order declaring that it has no such jurisdiction or should not exercise any jurisdiction which it may have.”); (ii) that Clause 15.1 was too vague and uncertain to be enforceable (see *Kajima Construction Europe (UK) Ltd & Anor v Children’s Ark Partnership Ltd* [2023] EWCA Civ 292; [2023] BLR 271, Coulson LJ at [56]-[73]; and *Sulamerica Cia Nacional de Seguros SA v Enesa Engenharia SA* [2012] EWCA Civ 638; [2013] 1 WLR 102, Moore-Bick LJ at [35]-[36]); (iii) that neither mediation nor arbitration would achieve anything, and that nothing short of an injunction would restrain further breaches by the Defendant of the NDU, in circumstances where (it was submitted) she had made clear that she would not comply with the NDU; and (iv) if none of the previous points succeeded, that the Court should stay the application until the dispute resolution procedure provided for in Clause 15.1 has been completed, rather than strike it out, as ordering a stay is the ordinary course (see *Kajima* at [1]-[2]).
8. On behalf of the Defendant, in his Skeleton Argument for the hearing Mr Price KC addressed the merits of the Claimant’s application in detail (including such topics as, first, the meaning of “denigrate” in the NDU, and, second, whether the publications complained of “denigrated” the Claimant), and only addressed Clause 15.1 towards the end of that document. At that stage, his primary submission was that even if the Court agreed with the Claimant’s interpretation of “denigrate” and in consequence considered that the publications breached the Defendant’s undertaking contained in the NDU: (i) the stay should not be lifted, and no injunction should be granted, and (ii) instead, the Defendant should be given the opportunity to comply with the NDU. This was said to be appropriate for two reasons: first, because the Claimant had not complied with Clause 15.1 of the Settlement Agreement, and, second, because there is no reason to believe that the Defendant would not respect the Court’s decision. Mr Price submitted that if the Claimant had pursued ADR and its conclusion was an arbitral determination that upheld the Claimant’s case as to the meaning of “denigrate”, there would no longer be

a dispute on that issue; and if the Defendant then made further publications in breach of the NDU, it would be open to him to seek an injunction from the Court. Mr Price submitted that both the agreement to mediate and the agreement to arbitrate were enforceable, binding, and of a type which would normally be upheld by the grant of a stay, or, in the present case, by not lifting the existing stay. In conclusion, he submitted:

“There are therefore two grounds on which the Application could be dismissed. First, the Claimant’s case on the interpretation of denigrate is wrong. Second, he has not followed Clause 15.1. Given that the application has been commenced, it makes sense for the Court to determine the first ground. This will avoid further costs being incurred in relation to mediation or arbitration on the issue. However, if the Court determines that the Claimant’s interpretation is correct, the stay should not be lifted yet. The Defendant should be given the opportunity to comply with [her] undertaking, as determined. This corresponds with the position if the determination had been made by an arbitrator.”

9. Accordingly, Mr Price did not seek to say that the issue of the meaning of “denigrate” should not be determined by the Court. On the contrary, he asked the Court to determine that issue (and, in my view, the further and related issue of whether the Defendant had, by her publications, “denigrated” the Claimant). Having decided not to invoke Clause 15.1 to require the dispute between the parties to be referred to ADR, however, Mr Price then sought to rely upon the Claimant’s failure to comply with the Clause to argue that the Claimant should be placed in no better position than if he had complied with it. That position, it was suggested, has the effect that in the event that the Defendant does not succeed on her case concerning “denigration”, she should be given an opportunity to demonstrate by her conduct that she has no intention of further denigrating the Claimant.
10. In my judgment, this approach is flawed, because it has the effect that the Defendant is reprobating and approbating: she is not, herself, seeking to comply with Clause 15.1, while at the same time she is pointing to Clause 15.1 to argue that the Claimant should be in no better position than she contends he would have been in if he had complied with Clause 15.1. Further, the argument is based on the premise that, if the dispute had been referred to arbitration, the arbitrator would have resolved the meaning of “denigrate” but would not have made an award requiring the Defendant to desist from further “denigration” even if the Claimant’s case on meaning and breach of the NDU had been made out. I am not persuaded that this is correct. In any event, this approach cannot be said to be based upon a hard-edged legal principle (i.e. that if the Court is against the Defendant on her substantive submissions, the claim should nevertheless be stayed to afford her a *locus poenitentiae*). It is therefore really an argument as to how the Court should exercise its discretion. In this regard, as Mr Price submitted, it is typically material in any event to consider whether an injunction is required. Moreover, that falls to be decided on the materials before the Court. In the present case, these include the Defendant’s position as set out in the correspondence, and the fact that she

has filed no evidence. See, for example, *Ranger v Pycraft* [2021] EWHC 502 (QB), Collins Rice J at [64] (“I am not persuaded on the materials before me that the risk of future breach is sufficiently high to indicate the granting of injunctive relief at this stage.”). On this analysis, no separate point arises out of the existence of Clause 15.1.

11. During the course of the hearing, I formed the view that the Claimant had the better part of the argument as to (i) the meaning of “denigrate” for the purpose of the application before me and (ii) whether the Defendant had “denigrated” the Claimant, in breach of the NDU. The material part of the draft Order attached to the Claimant’s application sought a permanent injunction that the Defendant should not “Denigrate the Claimant”. However, not least in light of the sustained debate about the parameters of “denigrate” which had led to the matter coming before the Court, I was concerned that an injunction in such wide terms would be insufficiently clear to enable the Defendant to know what she was restrained from doing. See *Gee on Commercial Injunctions*, 7th edn, [2-2035]:

“An injunction, whether interim or final, must be expressed in clear and precise terms so that a defendant knows exactly what he must not do or what he must do. A court may refuse to make an injunction, as a matter of discretion, if it is not satisfied that the terms of the proposed injunction are sufficiently clear and unambiguous. This is because a respondent risks committal for a breach of an injunction and it is not fair to the respondent for it to be subject to the risk of committal where the injunction’s terms are not sufficiently clear.”

12. For this reason, and also because the hearing was listed for one day and there was limited time left following the conclusion of oral arguments, I reserved judgment. Having given the matter further thought, however, I concluded that a solution was available to the difficulties concerning the form of Order sought by the Claimant. In addition - in circumstances where Mr Price had made clear that he would be absent on annual leave for the whole of August and would not be able to deal with a reserved judgment and its consequences during all that time - I considered that the Claimant should not have to wait until after the end of August to obtain any protection to which he was entitled.
13. I therefore sent an email to the parties on 31 July 2026, the day after the hearing, informing them that I had reached a decision on the disposal of the application, and that I did not consider that the disposal needed to wait or should wait until the end of August to be announced. I offered to convene a hearing to deliver an oral judgment explaining the reasons for my decision during the following week, or else “if that is impracticable for any good reason concerning the parties and their representatives”, to communicate my decision to the parties, such that “an order can be drawn up reflecting that decision, with reasons to follow, probably in writing and probably not until the end of August”.
14. Having spoken to Mr Bennett, Mr Price replied saying that he had understood at the close of the hearing that potentially contested consequential matters would not need to be addressed in August; that any alternative course would present difficulties for him, as he was the solicitor and lead advocate and would be on annual leave for the entire

month; that his junior, Ms Banerjee, would not be able to deal with such matters on her own; and that Mr Bennett would also prefer not to deal with matters at a hearing in the following week. Mr Price's email ended as follows:

"Mr Bennett and I (and our clients) would welcome being notified of the decision as soon as possible. We could then seek to agree an order for your approval.

We would therefore respectfully request that the reasons are given in writing at a later date to your convenience."

15. Accordingly, by email sent later on 31 July 2026, I wrote to the parties as follows:

"I have decided to grant an injunction, but not in the wide form sought by the draft Order.

The form of relief that I consider appropriate is (i) an injunction restraining the Defendant from denigrating the Claimant by publishing the publications complained of (save the penultimate publication, compromising words reported in the Guardian as having been spoken by the Defendant, as I do not consider that those words denigrate the Claimant) or by publishing or disseminating in any way, whether orally or in writing, words or information to the same or similar effect as those publications, and (ii) an order requiring deletion of the publications complained of (other than the "Guardian quotation").

I am now out of London, without access to any papers, or to a computer. Hence my next paragraph.

I would therefore ask the parties to endeavour to agree a draft Order for my approval. In this regard, the words set out in the second paragraph above should not be regarded as written in stone, as it may be that the intention underlying them may be more felicitously expressed, but the intention is, I hope, clear, and is broadly to replicate a typical final defamation injunction.

My reasons, in brief, are as follows:

1. The option of seeking a stay for mediation/arbitration is not live as the Defendant has engaged with the merits.
2. I prefer Mr Bennett's submissions as to the meaning of "denigrate" in the agreement made between the parties.
3. I consider that the publications complained of (bar the "Guardian quote") do indeed denigrate the Claimant.
4. As the Defendant has published denigrating material on a repeated basis, has shown no willingness to desist, and has not put in any evidence saying that she

will desist even if not restrained by injunction, it is appropriate to order an injunction.

5. It is not appropriate to order an injunction in the wide terms sought, as that would place the Defendant in jeopardy of not knowing whether or not she is acting in breach, whereas an injunction in the narrower terms proposed (i) places the Defendant in no such jeopardy and (ii) is tailored to meet the only breaches of the agreement which have in fact occurred.

6. Standing back and looking at the merits overall, the parties agreed to draw a line under their differences; the Defendant's actions complained of by the Claimant do not accord with that agreement; the Claimant's upset at her actions is entirely understandable; it is not a major fetter on her rights to freedom of expression to prevent her from "rubbing salt into the wounds" by herself repeating adverse statements about him that are already widely reported; there is an important public policy in holding people to contracts, especially in settlement of litigation; and she should move on, and allow him to do so."

16. Following an exchange of further emails, I refused a stay, as then sought by Mr Price.
17. By 4 August 2026, the parties had agreed an Order, subject to minor differences that were resolved by rulings from me, the principal provisions of which read as follows:

- "1. The Defendant must not, whether by herself, her agents or otherwise howsoever denigrate the Claimant by publishing the publications set out at paragraphs 1.1 to 1.9 of the Schedule ("the Publications") to this order or by publishing or disseminating in any way, whether orally or in writing, words or information to the same or similar effect as the Publications ("the Information").
2. Nothing in this Order shall prevent the Defendant from:
 - (a) Publishing or disseminating the terms of this Order or the contents of the Judgment.
 - (b) Communicating the Information in the course of confidential communications with legal representatives, other professional advisers including healthcare professionals, close family and friends. In all cases the relevant persons must first be informed that they are being provided with the Information on a confidential basis and be shown a copy of this order and their attention drawn to the Penal Notice ... before the Information is shared.
3. The Defendant must by 4pm on 17 August 2026 delete the Publications (save for 1.1 and 1.7 which have already been deleted).

4. The Defendant must by 4pm on 17 August 2026 provide to the Claimant's solicitors a witness statement backed by a statement of truth stating that she has deleted the Publications.
 5. The Defendant's application for a stay on paragraphs 3 and 4 pending her application for permission to appeal is refused."
18. This judgment elaborates my reasons for granting the Claimant the relief set out above.

THE DISPUTE

19. According to the Particulars of Claim in these proceedings, the Claimant is a member of the House of Lords who sits as a Conservative peer, and the founder and formerly the chairman of a company called Sun Mark Limited. It is further pleaded that the Claimant "has a long history of supporting community and other good causes with his time and financial support ... and is well known across business, community and political spheres for his interest and involvement in matters concerning the British Indian and Asian communities in the UK and the UK/ India/South Asia relationship generally."
20. According to same statement of case, the Defendant is a journalist who describes herself as "UK-EU Correspondent: @ABPNews/Founder@IndianLadiesUK IndianWomensRightsActivist #GenderEquality #NoRonaOnlyDhona #Uttarakhand #Ranikhet #NeitherLeftNorRight." It is further pleaded that the Defendant owns and operates a Twitter account called Poonam Joshi @Poonamjoshi, that she utilizes other Twitter accounts, that she has some 11,200 followers on Twitter, that she is also the owner and operator of a Facebook account called "Poonam Joshi" with 3,100 followers, and that this account is linked with the website Indianladiesuk (Indianladies.org).
21. On 14 November 2022, the Defendant filed a complaint with the House of Lords Commissioner for Standards ("the Commissioner") about the Claimant's behaviour. She alleged that in response to concerns that she had raised about the Hindu Forum for Britain, an organisation which he had co-founded, the Claimant had (i) shouted at her at an event in October 2022, (ii) threatened her with legal action; and (iii) issued a series of derogatory tweets about her. She said that the Claimant's behaviour had had a significant effect on her and her family, as well as on her professional life and livelihood.
22. In response, the Claimant said that while he regretted his decision to engage with the Defendant on social media, he had responded due to significant provocation from the Defendant, who he said had lied about, and defamed, him and his daughter on social media. He said that the Defendant's behaviour had caused him and his family significant stress, had threatened his reputation, and had taken a toll on his health.
23. On 16 November 2022, the Defendant filed a further complaint with the Headquarters of the Conservative Party in respect of the Claimant's actions.

24. On 18 November 2022, the Claimant commenced the present proceedings against the Defendant, alleging harassment and libel. By draft APOC served on 31 March 2023, the Claimant sought (i) damages, an injunction, and an order under s12 of the Defamation Act 2013 for libel, in respect of six social media publications by the Defendant and (ii) relief for harassment, in respect of those publications and a further 195 Tweets.
25. The Commissioner produced a Report in which the Commissioner concluded that the Claimant's behaviour met the criteria for bullying and harassment, and therefore breached the Code of Conduct for Members of the House of Lords dealing with (among other things) bullying and harassment. The Code of Conduct incorporates at Appendix A the Parliamentary Behaviour Code, which includes the following definitions:
- (1) At [125], bullying is defined as:
- “offensive, intimidating, malicious or insulting behaviour involving an abuse or misuse of power that can make a person feel vulnerable, upset, undermined, humiliated, denigrated, or threatened. Power does not always mean being in a position of authority and can include both personal strength and the power to coerce through fear or intimidation.”
- (2) At [126], harassment is defined as:
- “any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of either violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them.”
26. Among other things, the Commissioner found (at [122]) that there were Twitter exchanges between the Claimant and the Defendant which were “ill-tempered on all sides” and manifested a “pattern of insult and counter-insult” and (at [123]) that they had “treated one another in a manner that can mostly be characterised as insulting, disrespectful and discourteous.” Nevertheless, as recorded in [124], the Commissioner had no power to investigate and make findings in respect of the Defendant's conduct.
27. However, because the wider circumstances of the Defendant's complaint were relevant to the appropriate sanction, the Commissioner gave consideration to her conduct as well as the conduct of the Claimant. In this regard, the Commissioner said: (1) (at [145]) that due to the public and potentially damaging allegations that the Defendant had made about the Claimant and, further, the significant number of tweets issued by her, the Defendant “must bear some of the responsibility for the continuation of the dispute and the prolonged duration of the exchanges between herself and [the Claimant]”, (2) (at [146]) that “there has been fault on both sides” and that the Claimant was not “solely responsible for the unpleasant environment arising from their interactions, both in person and online”, (3) (at [147]) that “much of [the Defendant's] social media activity appeared to be focused on harming [the Claimant's] reputation in a very public manner rather than seeking any sort of private resolution”, and (4) (at [149]) that “the

Defendant's intention has been to use the complaints process to publicly discredit [the Claimant] for a range of other disputed matters between them", and that:

"I fully recognise the impact this has had on [the Claimant] and the difficulties he experienced in exercising self-control when defending himself and his family from being unfairly attacked, while at the same time maintaining the high standards of behaviour expected from members of the House of Lords."

28. The Commissioner concluded (at [151]) that both the Claimant and the Defendant "sought to undermine one another by issuing inflammatory tweets and sought to involve their family members in their dispute"; (at [152]) that although the Defendant claimed that her social media activity was designed to hold the Claimant "to account", in fact "there were occasions where it appeared her tweets were intended to insult or ridicule him"; (at [155]) that the Defendant's decision "to share details of her complaint, including the identity of [the Claimant], with her media contacts before submitting her complaint to [the Commissioner] did not respect the spirit of ... the Guide to the Code of Conduct, which is intended to keep the identity of the parties and the specific allegations out of the public domain until after the complaint has been finally determined." ; and (at [156]) that her breach of the confidentiality rules was a matter that the Commissioner could take into account when recommending an outcome.
29. In the result, the Commissioner considered that the appropriate outcome was remedial action. That took the form of requiring the Claimant to make a public apology to the Defendant, and, further, a recommendation that the Claimant should undertake bespoke training and behaviour change coaching provided by an external supplier. At the same time, the Commissioner stated that while it was not within the Commissioner's power to compel the Defendant to issue a reciprocal apology, the Commissioner encouraged her to do so "in recognition that they both bear a measure of responsibility for the unfortunate circumstances that have arisen." See [174]-[175] of the Report.
30. The Report sets out at Appendix 2 a sample of the tweets and WhatsApp messages emanating from both parties, which, in my judgment, amply justify the findings of the Commissioner. By way of only two examples: (i) on one occasion the Claimant wrote "Your achievements are that you have become the epitome of filth and garbage reflecting your upbringing and showing what masterpiece your parents have given to society, a twisted personality."; and (ii) on another (unrelated) occasion the Defendant wrote "I am NOT going to give a list of my achievements to an abusive, irrelevant, egotistic and arrogant man who clearly seems to have lost his mind."
31. The Commissioner gave the parties until 2 June 2023 to agree remedial actions, failing which the matter would be escalated to the House of Lords Committee for Standards.
32. The parties then engaged in mediation, as a result of which the present claim was settled on 31 May 2023 on the terms recorded in the Settlement Agreement. The Settlement Agreement contained, among other provisions: (1) A confirmation that "Each party

represents and warrants that it has taken all legal advice and conducted all enquiries it considers necessary and appropriate in relation to the drafting and negotiation of this Agreement.” (Clause 1.2); (2) Remedial actions to be taken in respect of the complaints to the Commissioner and to the Headquarters of the Conservative Party (Clauses 2.2, 2.3 and 3.2); (3) A provision for the Claimant to pay the Defendant’s costs of the claim, including the mediation (Clause 4.1); (4) A clause confirming that “The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and undertakings between them, whether written or oral, relating to the subject matter” (Clause 11.1); and (5) the NDU and further undertakings as discussed in [4] above.

33. Annex A to the Settlement Agreement set out the apologies that the Claimant and the Defendant made to one another, to be put to the Commissioner for inclusion in the final Report relating to the complaint that the Defendant had made to the Commissioner. It concluded with the following words: “All parties consider this matter to be closed”.
34. By the above Tomlin Order dated 3 July 2023 (and sealed on 7 August 2023) the present claim was stayed upon the terms of the Settlement Agreement. By [2] of that Order, the parties had permission to apply to enforce those terms without bringing a new claim.
35. Thereafter, the Defendant published the following posts on her social media pages which are complained of as breaching her undertaking contained in the NDU:
 - (1) A Facebook post published on or about 13 June 2023, containing a link to an article from the Guardian newspaper on Facebook, with the caption “Lords inquiry finds Lord Rami Ranger bullied and harassed a female journalist.” The embedded link was captioned “Tory peer ‘undermined and humiliated’ journalist, finds Lords commissioner”.
 - (2) A post on ‘X’ published on or about 13 June 2023, containing a link to an article from the Telegraph newspaper on ‘X’, with the caption “Lord Rami Ranger apologises for belittling journalist Poonam Joshi following House of Lords investigation into his behaviour”. The embedded link was captioned “Tory peer bullied, harassed and humiliated women’s rights campaigner”.
 - (3) A Facebook post published on or about 13 June 2023, containing a link to an article from MSN.com on Facebook, with the caption “Tory peer bullied, harassed and humiliated women’s rights campaigner. Lord Rami Ranger apologises for belittling journalist Poonam Joshi following House of Lords investigation into his behaviour.” The embedded link was captioned “Tory peer bullied, harassed and humiliated women’s rights campaigner”.
 - (4) A post on ‘X’ sharing a link to an article from the Independent newspaper (<https://t.co/iww0EDAoxM>) published on or about 13 June 2023 with the caption “Tory peer called journalist a ‘presstitute’ and mocked her for being ‘poor’”.

- (5) A post on 'X', published on or about 9 March 2024, containing a link to an article from the Independent newspaper on 'X', with the caption "Tory peer called journalist a 'presstitute' and mocked her for being 'poor'. Multi-millionaire Conservative donor bullied and humiliated women's rights campaigner, investigation finds". The embedded link was also captioned "Tory peer called journalist a 'presstitute' and mocked her for being 'poor'."
 - (6) A Facebook post published on or about 7 December 2024, containing a link to an article from the Daily Mail newspaper on Facebook, with the caption "Tory peer Lord Rami Ranger stripped of his CBE by the King over harassment of journalist and derogatory comments about Sikhs and Pakistanis". The embedded link was also captioned "Tory peer Lord Rami Ranger stripped of his CBE by the King".
 - (7) A post on 'X', published on or about 7 December 2024, containing a link to an article from the Daily Mail newspaper on 'X', with the caption "Tory peer Lord Rami Ranger stripped of his CBE by the King over harassment of journalist and derogatory comments about Sikhs and Pakistanis". The embedded link was also captioned "Tory peer Lord Rami Ranger stripped of his CBE by the King".
 - (8) A Facebook post published on or about 21 February 2026, containing a link to an article from the Guardian newspaper, entitled "Donor suspended from Tories pays £50,000 for dinner with Kemi Badenoch" ("the Guardian Article") with the caption "Rami Ranger's invitation to the event and his successful bid show how far the party has shifted in its attitude towards him in the last few years. The Guardian revealed in 2022 that Ranger was under investigation by the House of Lords after being accused of bullying and harassing the freelance journalist Poonam Joshi". The embedded link included the Guardian Article's title and the words "Exclusive: Rami Ranger, who was suspended tempo...".
 - (9) A post published on 'X' on or about 22 February 2026, containing a link to the Guardian Article on 'X' with the caption "Rami Ranger, a Conservative donor who was suspended from the party after being accused of bullying and inappropriate language spent £50,000 last week to have dinner with Kemi Badenoch, the Guardian has learned". The embedded link included a caption containing the title of the Guardian Article.
36. In addition to these posts, in the witness statement of Mr Lewis complaint was made about the fact that on or about 21 February 2026 the Defendant was quoted in the Guardian Article as having "criticised the revelation about the Tories reintegrating and accepting money from Ranger again, calling it "appalling and totally unethical"". I expressed the view during the course of the hearing of the Claimant's application that these words that were attributed to the Defendant in the Guardian Article ("the Quotation") were critical of the Tories but did not "denigrate" the Claimant. That view was reflected in the e-mail that I sent the parties the day after the hearing (see [15] above). In light of that email, the Quotation was omitted from the Schedule to the Order

dated 4 August 2026 that is quoted in [17] above. In the result, the reference in [1] of that Order to “the publications set out at paragraphs 1 to 1.9 of the Schedule (“the Publications”))” is a reference to the 9 posts that are set out in [35] above. In these circumstances, I propose to make no further reference to the Quotation below.

37. In [10] of his witness statement, Mr Lewis refers to the correspondence which preceded the Claimant’s application, and how the Defendant’s legal advisers have denied that any of her posts amount to breaches of the Settlement Agreement. Among other things:

- (1) On 16 April 2024, the Defendant denied that her posts referred to at [35(1)]-[35(5)] above amounted to denigration or any commentary of hers, and said that the posts were “neutral postings of the press articles”.
- (2) On 2 March 2026, the Defendant (i) asserted that the publication set out at [35(8)] above constituted a “value judgment on a matter of legitimate public and political interest. It is directed at the conduct of a political party, not at [the Claimant] personally”, (ii) denied that this publication repeated or resembled the imputations complained of in these proceedings; and (iii) asserted that this publication did not amount to harassment or denigration and was an expression on material “already published by the Guardian concerning matters involving public figures”.
- (3) On 2 April 2026, the Defendant claimed that the publications did not breach a separate undertaking forming part of the Settlement Agreement (which is not relied on by the Claimant for the purpose of the present application) and claimed that she was entitled to republish material published by third parties.
- (4) In a letter sent on 15 June 2026, Mr Price stated as follows:

“My client’s case is that the ordinary meaning of denigrate and/or in the context of [the NDU] necessarily involves (but not necessarily solely comprises) unfairness or unreasonableness or inaccuracy.

Since your client does not allege that any of the relevant statements were unfair, unreasonable or inaccurate, his case on breach of contract must fail.

Insofar as is necessary, my client will rely on the context in which the settlement agreement was made. In particular:

- The Particulars of Claim and draft Amended Particulars of Claim, including the meanings complained of in the defamation claim and the publications that your client alleged constituted a course of conduct amounting to harassment.
- My client’s complaint of harassment to the Commissioner for Standards, including the words used by your client that formed the basis of the complaint, the draft Report that was provided to the parties prior to the mediation and your

client's request to the Commissioner to seek to make a further attempt at resolution with my client.

[The APOC Undertaking] is directed to your client's defamation claim. On the construction of the settlement agreement advanced by your client, it would be otiose.

[The NDU], which is mutual, is directed to your client's harassment claim and my client's harassment complaint. It must be seen in the context of the relevant statements by our clients and the findings of the Commissioner."

38. Mr Price produced a document entitled "Defendant's Case on Context" which was said to contain "the facts and circumstances known or assumed by the Claimant and Defendant at the time they entered the Settlement Agreement ... following a formal mediation and with the benefit of specialist legal advice", which were said to be "relevant to the interpretation of the Agreement and specifically the word "denigrate" in [the NDU]" and to "not require proof" because "they are either not in issue, extracted from the documents relating to the parties' dispute or form part of judicial knowledge". The reference to "judicial knowledge" appears to be intended as a reference to the final two paragraphs of this document, which read as follows:

"24. The statutory tort of harassment set out in section 1(1) of the Protection from Harassment Act 1997 involves two elements: (a) a course of conduct which amounts to harassment of another and (b) the defendant knows or ought to have known that it amounts to harassment. Section 1(3) provides for three statutory defences. The settled authorities on section 1(1) have established that harassment is a persistent and deliberate course of targeted oppression which must cross the boundary between conduct which is unattractive or unreasonable, and that which is oppressive and unacceptable and of sufficient gravity to sustain criminal liability.

25. Where parties to a settlement agreement agree to restrict one or both from criticising the other the settlement agreement will generally include a free-standing clause known as a "non-disparagement clause" which will commonly include one or more of the words, "disparage", "criticise", "adverse", "negative" or "derogatory".

39. Mr Bennett objected to reliance being placed on this document, on the grounds that (i) it had not been agreed, (ii) it was not verified by a statement of truth, (iii) it appeared to constitute an attempt to adduce evidence in support of what the Defendant assumed at the time of signing the Settlement Agreement following a mediation and an invitation to the Court to consider whether the Defendant's publications were true; and (iv) these matters were irrelevant to the application, as the only questions for the Court are whether the parties agreed not to "denigrate" one another, and whether the Defendant did so.

40. In the main, this document rehearses the history of the disputes between the parties in terms which are fuller in places than the summary set out above (for example, it quotes more of the pleaded allegations in these proceedings, the correspondence, and the Commissioner's report), but which do not appear to be inaccurate in any way. It also contends that "The entire report is relevant context to the Settlement Agreement". It then ends with the final paragraphs that are quoted in [38] above. Those matters could all have been included in written or oral submissions made on behalf of the Defendant. On this basis, I do not consider it objectionable for me to have regard to the contents of this document. However, in so far as the document is relied on as evidence of what the Defendant assumed or as to whether or not matters that are in dispute are true, I agree with Mr Bennett that it does not constitute evidence, and must therefore be disregarded.

THE CLAIMANT'S SUBMISSIONS

41. Mr Bennett began with the following submissions on contractual interpretation:
- (1) The court should not generally stray from the wording of the contract itself. See: *Bank of Credit and Commerce International (BCCI) SA (in compulsory liquidation) v Ali (No. 1)* [2002] AC 1, Lord Hoffmann at [39], "The primary source for understanding what the parties meant is their language interpreted in accordance with conventional usage."; and *Arnold v Britton* [2015] AC 1619, Lord Neuberger at [17]: "The reliance placed in some cases on commercial common sense and surrounding circumstances ... should not be invoked to undervalue the importance of the language of the provision ... the clearer the natural meaning the more difficult it is to justify departing from it."
 - (2) The contract must be construed as a whole, which may suggest the parties' overall commercial intention: *Providence Building Services Ltd v Hexagon Housing Association Ltd* [2026] 1 WLR 538, Lord Burrows JSC at [36]-[37]. However, courts should not place excessive weight on a particular word, phrase, sentence or clause to interpret a commercial transaction as if it were tax legislation, especially if it shows there to be errors, ambiguity and inconsistency: *Re Sigma Finance Corp* [2010] 1 All ER 571, Lord Collins at [35]; *Maloney v Falcon VII Investment Sarl* [2025] EWHC 240 (Comm), Bright J at [92]-[95].
 - (3) The court cannot rely on what was said in pre-contractual negotiations or on the parties' subjective intentions to interpret contractual provisions. Pre-contractual material generally will only be permissible for the limited purpose of understanding the genesis and commercial aim of the transaction as a whole (*Prenn v Simmonds* [1971] 1 WLR 1381) but not to shed light on the genesis or aim of a particular contractual provision: *Merthyr (South Wales) Ltd v Merthyr Tydfil County Borough Council* [2019] EWCA Civ 526, citing *Chartbrook Ltd v Persimmon Homes Ltd* [2009] 1 AC 1101.

- (4) There is no “plain meaning rule” that would make it necessary to establish that the language of the contract is ambiguous before having regard to the background. See *Westminster City Council v National Asylum Support Services* [2002] 1 WLR 2956, Lord Steyn at [5]: “The starting point is that language in all legal texts conveys meaning according to the circumstances in which it was used. It follows that the context must always be identified and considered before the process of construction or during it. It is therefore wrong to say that the court may only resort to evidence of the contextual scene when an ambiguity has arisen.”
- (5) Where there are two or more tenable readings of a provision, the interpretation most consistent with business common sense is to be preferred. It is not necessary to conclude that an interpretation would produce an absurd or irrational result before having regard to business common sense: *Rainy Sky SA and others v Kookmin Bank* [2011] 1 WLR 2900; *Wood v Capita Insurance Services Ltd* [2017] AC 1173.
42. Next, Mr Bennett submitted that guidance as to the correct approach in the present case is provided by the decision of the Court of Appeal in *Mionis v Democratic Press SA* [2018] QB 662. The facts of that case are summarised in the head note as follows:

“The claimant, a businessman with Greek and Israeli nationality, brought a libel claim in respect of a series of articles, published in a Greek language newspaper, which concerned the claimant’s alleged involvement in tax evasion. The defendants were the newspaper’s publisher, the chairman of its publisher, a journalist writing for the newspaper and its editor-in-chief. After taking expert legal advice the parties entered into a confidential settlement agreement, scheduled to a Tomlin order, clause 3.2 of which forbade the defendants to make any reference whatsoever to the claimant and his immediate family, in print or online, in any jurisdiction, subject to specified exceptions relating to their potential future participation in certain legal or parliamentary proceedings. Following the publication of further articles which the claimant alleged breached clause 3.2, the claimant applied for (i) the stay imposed by the Tomlin order to be lifted, (ii) an injunction to enforce clause 3.2; and (iii) an inquiry into damages occasioned by the alleged breaches. The judge refused all relief on the basis that clause 3.2 was too vague and uncertain to be enforced by an injunction. On the claimant’s appeal the defendants conceded that clause 3.2 was not too vague or uncertain to be enforceable and admitted that they were in breach of its terms, but contended that its enforcement would amount to a disproportionate interference with their right to freedom of expression, guaranteed by article 10 of the Convention for the Protection of Human Rights and Fundamental Freedoms, to which section 12(4) of the Human Rights Act 1998 required the court to have particular regard. The claimant resisted [these contentions] on the basis that the defendants had voluntarily waived their rights to freedom of expression by entering into clause 3.2 and that, therefore, article 10 of the Convention and section 12(4) of the 1998 Act had no application.”

43. The Court of Appeal allowed the claimant's appeal. The head note summarises the reasoning of the Court of Appeal as follows:

"... the court's duty under section 12(4) of the Human Rights Act 1998 to have particular regard to the importance of the right under article 10 of the Convention to freedom of expression when granting any relief which might affect the exercise of that right applied notwithstanding that the relevant restriction on the exercise of the right appeared in a contract between private parties; that although the courts had recognised the cardinal importance of press freedom, placing special emphasis on the protection of statements of a political nature as well as statements on wider issues of legitimate public concern, article 10.2 of the Convention permitted restrictions on the right to freedom of expression which were necessary to protect the rights of others, including the private rights of the parties under an otherwise validly constituted contract; that, therefore, the fact that the parties had entered into an agreement voluntarily restricting their article 10 rights could be, and in the present case was, an important part of the analysis which section 12(4) of the 1998 Act required the court to undertake; that, accordingly, whilst each case had to be considered on its facts, where the relevant contract was one in settlement of litigation, with the benefit of expert legal advice on both sides, particularly where article 10 issues had been in play in that litigation, it would require a strong case for the court to conclude that such a bargain was disproportionate and to refuse to enforce it other than on ordinary contractual or equitable principles; that, on the facts, the restrictions in clause 3.2 of the settlement agreement, which was valid on ordinary contractual principles, did not constitute a disproportionate interference with the defendants' article 10 rights; and that, accordingly, an injunction would be granted in the terms sought by the claimant and the application remitted to the High Court for an inquiry as to damages."

44. The leading judgment was given by Sharp LJ, with whom Gloster LJ and Lindblom LJ agreed. In some of the passages reflected in the head note, Sharp LJ said as follows:

"67. ... the fact that the parties have entered into an agreement voluntarily restricting their article 10 rights can be, and in my judgment in this case is, an important part of the analysis which s.12 then requires the court to undertake. Whilst each case must be considered on its own facts, where the relevant contract is one in settlement of litigation, with the benefit of expert legal advice on both sides, particularly where article 10 issues are in play in that litigation, it seems to me that it would require a strong case for the court to conclude that such a bargain was disproportionate and to refuse to enforce it other than on ordinary contractual or equitable principles.

...

88. There were obvious advantages to both sides to this litigation, in reaching a settlement, as there are for litigants more generally. As Lord Bingham put it:

“The law loves a compromise. It has good reason to do so, since a settlement agreement freely made between both parties to a dispute ordinarily commands a degree of willing acceptance denied to an order imposed on one party by court decision. A party who settles foregoes the chance of total victory, but avoids the anxiety, risk, uncertainty and expenditure of time which is inherent in almost any contested action, and escapes the danger of total defeat.

The law reflects this philosophy, by making it hard for a party to withdraw from a settlement agreement, as from any other agreement, and by giving special standing to an agreement embodied, by consent, in an order of the court: see the foreword to Foskett, *The Law and Practice of Compromise*, 4th ed (1996).”

89. I would add that settlement does not only serve the private interests of the litigants, but the administration of justice and the public interest more generally, by freeing court resources for other cases. The law therefore encourages and facilitates the mutual resolution of disputes by various means, for very sound reasons of public policy; and there is obviously an important public interest in the finality of settlement.

90. The parties in this case decided, with the benefit of expert legal advice on each side, to enter into a contract that compromised their legal proceedings. They chose to do this, using the settlement mechanism of a Tomlin order, and thus converted their putative rights and/or liabilities in the litigation into a contract. The implications (and advantages to litigants) of using the mechanism of a Tomlin order are easy to comprehend: settlement is facilitated as it can be on confidential terms which go beyond the boundaries of the claim; and in the event of a breach of those terms, enforcement can take place within the existing action by a summary procedure, in which an application can be made to convert the contractual obligations into ones enforceable by judicial process. If the order made by the court is breached, then enforcement can follow in the usual way. It is generally no part of that enforcement process to litigate or revisit the underlying merits of the dispute that gave rise to the litigation in the first place.

91. Parties are of course generally free to determine for themselves what primary obligations they accept; and legal certainty requires that they do so in the knowledge that if something happens for which the contract has made express provision, then other things being equal, the contract will be enforced (*pacta sunt servanda*). This is a rule of public policy of considerable importance. Furthermore, the principled reasons for upholding a bargain freely

entered into, obviously apply to one that finally disposes of litigation with particular force.

...

95. In deciding to settle, however, the defendants consciously agreed to forgo [other] options and agreed to abide by terms of settlement that expressly limited what they could publish in the future. In return, the claimant gave up his right to pursue the litigation, to the obvious benefit of the defendants, and it has not been suggested that the claimant can revive that right. The argument now advanced for the defendants, involves the proposition that they should none the less be entitled to publish precisely what they agreed not to publish as part of this bargain ...

...

97. ... there is no reason to doubt the validity of the settlement agreement on ordinary contractual principles or that the parties, who were on an equal footing for this purpose, went into it voluntarily with their eyes fully open, both as to their obligations under the contract and the potential consequences of any breach.

...

104. The wording of s.12 requires a consideration of article 10, because the court is being asked to grant an injunction that affects freedom of expression. However, in my view, the analysis after a settlement agreement has been freely entered into and the parties have waived their respective rights, is not the same as that which arises at the interim stage say, in a contested privacy or defamation action. That is to ignore the importance in the public interest of parties to litigation, including this kind of litigation, being encouraged to settle their disputes with confidence that, if need be, the court will be likely to enforce the terms of a settlement freely entered into on either side.”

45. Mr Bennett submitted that, in the present case: (i) the parties did not merely undertake not to publish false, unfair or libellous allegations about each other, but instead gave a broad and unqualified undertaking not to “denigrate” one another; (ii) this involved a plain waiver of the Defendant’s Article 10 rights; (iii) for such a clause to be an effective tool of settlement it should be taken at face value and construed broadly to cover a wide variety of negative conduct; (iv) the Defendant’s publications state, in sum, that the Claimant has bullied, harassed, undermined, belittled, mocked and/or humiliated the Defendant; and that he has been stripped of his CBE due to behaving in a harassing manner and making derogatory comments; (v) all of those publications plainly denigrate the Claimant; and (vi) an injunction to restrain breach of the NDU is appropriate.
46. In support of these submissions, Mr Bennett relied on the following decided cases.

47. First, Mr Bennett submitted that “denigrate” is an ordinary English word, and that the following observations of HHJ Walden-Smith in *RSM International Ltd v Harrison* [2015] EWHC 2252 (QB) at [43] applied with equal force in the present case:

“The statements made by Mr Harrison in the course of the email correspondence are disparaging and derogatory and, as was set out in the lengthy judgment of His Honour Judge Seymour sitting as a judge of the High Court, those words, “disparaging” and “derogatory” are ordinary English words and whether or not they are true, and whether or not loss is suffered does not take away from the words being disparaging and/or derogatory.”

48. Second, Mr Bennett submitted that the principle that speech does not have to be untrue to be denigrating was re-iterated in *Pertemps Medical Group Limited v Ladak* [2020] EWHC 163 (QB), in which the defendant’s employment as the claimant’s CEO was terminated and, as part of the settlement agreement, he agreed not to make adverse or derogatory comments about the claimant, or to do anything that might bring the claimant into disrepute ([15]). Pepperall J held that interim relief could be awarded without making findings as to the truth of the statements, saying at [42] (emphasis added):

“Clause 14.4 was an agreement not to make adverse or derogatory comments or act so as to bring others into disrepute. As a matter of ordinary language, a comment can of course be both adverse and derogatory but true. Equally, one can bring another into disrepute by publishing true statements about their disreputable conduct. Accordingly, on the proper construction of this settlement agreement, it is no defence to a claim for breach of clause 14.4 to establish that an adverse or derogatory comment or an action bringing another into disrepute was true. I am fortified in this conclusion by the like conclusion reached by Judge Worster in this case and by Her Honour Judge Walden-Smith sitting as a High Court judge in *RSM International Ltd v. Harrison* [2015] EWHC 2252 (QB), at [43], in a case of an agreement not to make disparaging and derogatory statements.”

49. To the same effect is *MUSST Holdings Ltd v Astra Asset Management UK Ltd & Anor* [2021] EWHC 3432 (Ch) (in which there was also a counterclaim for defamation), Freedman J at [645]:

“I bear in mind in considering the matters now in the Contract Claim that the burden on a claimant is to prove a disparaging statement and that the questions are not the same as in a slander case, albeit that there is overlap of subject matter in this regard between the Counterclaim in the Contract Claim and the Defamation Claim. A disparaging statement may occur even if it is true and no loss occurs. ...”

50. Third, Mr Bennett relied on the approach of the New South Wales Supreme Court when upholding the validity of a non-disparagement clause in a Deed of Release in *Network*

Ten Pty v van Onselen [2023] NSWSC 829; [2023] NSWSC 863. In that case, the defendant agreed not to make any statement which might disparage or make any statement which may, or does in fact, bring the claimant or related companies into disrepute or ridicule, or which may otherwise adversely affect their reputations ([29]). Subsequently, the defendant published an article in *The Australian* newspaper raising questions about the financial performance of the claimant's parent company, Paramount, and the claimant's ratings. The claimant sued the defendant, seeking a declaration that the article disparaged it and seeking to injunct further statements in breach of the non-disparagement clause. Among other things, the defendant argued that the clause did not prohibit statements made in good faith and/or which were fair comment. The Court rejected that argument and granted a declaration that the article amounted to a breach, with costs, finding that the non-disparagement clause was not ambiguous and could not be read down to include a carve out for "fair comment". (Although it did not order an injunction as there was no real risk of the defendant further breaching the Deed.)

51. The following pertinent observations were made by Hammerschlag CJ:

"71. ... [Dr van Onselen] accepts that disparaging includes lowering the estimation of, treating slightly or belittling and that bringing into disrepute includes discrediting, ridiculing or deriding. It is not suggested that any ambiguity or lack of clarity is involved in construing the provision. There is no warrant to read it down.

72. Good faith and Dr van Onselen's known occupation do not intrude into the question of whether the Article meets the contractual description of disparaging or bringing Ten or the Releasees (as defined in cl 5.1) into disrepute or ridicule or adversely or possibly adversely affecting their reputation.

73. This is not a defamation case. It is a claim for breach of contract. There is no defence of fair comment. This is a case about the right to free speech, but only to the extent that, by the Deed, Dr van Onselen bargained that right away. The question is whether Dr van Onselen breached the contract he made with Ten.

...

89. The fact that something disparaging has been said earlier makes it no less disparaging if it is repeated, although the consequences may be different. Those consequences may be less by virtue of the earlier disparagement, but they may be exacerbated by public repetition, particularly by a high profile ex-employee."

52. Both sides accepted, as stated in *Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd* [1997] AC 749 by Lord Hoffmann said at 775:

“The meaning of words, as they would appear in a dictionary, and the effect of their syntactical arrangement, as it would appear in a grammar, is part of the material which we use to understand a speaker’s utterance. But it is only a part; another part is our knowledge of the background against which the utterance was made. It is that background which enables us, not only to choose the intended meaning when a word has more than one dictionary meaning but also ... to understand a speaker’s meaning, often without ambiguity, when he has used the wrong words.”

53. Nevertheless, Mr Bennett relied on the definitions of the word “denigrate” contained in the following dictionaries: Oxford English, Collins, Cambridge Dictionary, and Merriam Webster. In sum, these dictionaries define “denigrate” as meaning (variously) “blacken, belittle, disparage the character or reputation of, defame”.
54. Mr Bennett suggested that, in the context of the NDU, “denigrate” means “disparage, make derogatory statements about, slag off, bad mouth, or cast aspersions on”.
55. Mr Bennett emphasised that, in his submission, “denigrate” is broader than “defame”; and, further, that a publication is “defamatory” if, in essence, it is harmful to reputation – matters such as the truth or falsehood of what is published being relevant to whether the publication is actionable as a libel or a slander, and not to whether it is defamatory.
56. Finally, Mr Bennett addressed the points made in Mr Price’s letter sent on 15 June 2026 which are quoted in [37(4)] above. Although these submissions are, in essence, replies to the arguments of Mr Price, it is convenient to summarise them at this stage.
57. As to the argument that “denigrate” ordinarily and/or in the context of the NDU necessarily involves (but does not necessarily solely comprise) “unfairness, unreasonableness or inaccuracy”, Mr Bennett submitted that (a) this is not the ordinary meaning of “denigrate”, (b) the NDU was not qualified in this way, but was instead unequivocal, and the Defendant should be held to what she had agreed, (c) the importation of such qualifications would render the NDU worthless, or at least so difficult to enforce as to be of little value, because “fairness” would be hard to evaluate and resolve, and “unreasonableness” and “inaccuracy” would or might give rise to a trial of issues, possibly tantamount to trying a full claim for defamation, and (d) the decided cases show that such qualifications are irrelevant to the concept of what is “derogatory”, and the same applies to the concept of what is “denigratory”.
58. As to Mr Price’s reliance on context, Mr Bennett submitted that no contextual material is required to construe the NDU, which is unambiguous and clear, and that the contextual material is inadmissible for the purpose for which the Defendant seeks to rely upon it. Mr Bennett also submitted that the Defendant’s “Case on Context” was not an appropriate means of establishing matters such as the truth of the Defendant’s publications that are said to be in breach of the NDU, in particular insofar as the “Case on Context” relied on reports of the findings of other bodies because these are

“expressions of opinion and not admissible as to the truth of their contents, applying the rule in *Hollington v Hewthorn* [1943] KB 587; [1943] 2 All ER 35 at 596 (as summarised in *Phipson on Evidence* (21st edn) at §43-02, 43-78 and 43-79).”

59. As to the argument that the Claimant’s interpretation of the NDU cannot be correct because it would render the APOC Undertaking otiose, Mr Bennett submitted:
 - (1) This discussion is academic, as the Claimant is not complaining of breach of the APOC Undertaking. This is primarily because the Defendant has not published allegations which are the same or similar as those that were complained of in the APOC, which can be summarised as alleging that the Claimant (i) paid £1.5m for his peerage and is, accordingly, guilty of improper behaviour and/or corruption; (ii) improperly used his position as a peer to promote an organisation run by an individual wanted in India on charges of rape, kidnapping and/or sexually exploiting children and who is a fugitive from justice, and accordingly is guilty of corruption; (iii) is guilty of improper behaviour having paid money for his and his daughter’s honours; and (iv) is not a fit and proper person to represent Hindus.
 - (2) Although a tension may hypothetically arise between the NDU and the APOC Undertaking in the event that the Defendant publishes the same or similar allegations as those complained of in the APOC in circumstances where such publications are said to be protected by statutory qualified privilege, that is not what the Court is concerned with in dealing with the Claimant’s current application. The publications by the Defendant that are presently complained of concern a different sector of the Claimant’s reputation, and the Defendant is prohibited from publishing those allegations by the NDU, whether or not they are, or are arguably, privileged.
 - (3) As it is (correctly) not suggested that the NDU is inconsistent with the APOC Undertaking in respect of the publications presently complained of: “neither term qualifies or modifies the effect of the other, contradicts it, or is in conflict with it, such that effect can fairly be given to both clauses: *Pagnan SpA v Tradax* [1987] 3 All ER 565 Bingham LJ at 575a-b and 578e-f. Accordingly, the court does not need to consider the guidance on interpreting inconsistent provisions set out at *Alexander v West Bromwich Mortgage Co Ltd* [2016] EWCA Civ 496 [30]-[47].”
60. As to the argument that the NDU is directed to the Claimant’s harassment claim and the Defendant’s harassment complaint, and must be seen in the context of the relevant statements by the parties and the findings of the Commissioner, the argument that the NDU is confined to harassing behaviour is unsustainable. It is clear from the wording of the mutual undertakings that they apply additionally or alternatively to harassment.

THE DEFENDANT’S SUBMISSIONS

61. With regard to contractual interpretation, Mr Price relied on the following extracts from *Lewison on The Interpretation of Contracts* (8th edn), which I consider uncontroversial:

“Interpretation is the ascertainment of the objective meaning of the language in which the parties have chosen to express their agreement, in its documentary, factual and commercial context. That meaning is what a reasonable person having all the background knowledge which would have been available to the parties would have understood them to be using the language in the contract to mean.

Both the text and the context are tools in the process of interpretation. The text must be assessed in the light of (i) the natural and ordinary meaning of the words, (ii) any other relevant provisions of the contract, and (iii) the overall purpose of the clause and the contract. The factual context includes facts and circumstances known or assumed by the parties at the time that the document was executed. It also includes background knowledge which would reasonably have been available to the parties in the situation in which they were at the time of the contract. The process is a unitary and iterative one by which each suggested interpretation is checked against the provisions of the contract and its commercial consequences are investigated. The weight to be given to each will depend on a number of factors, including the formality of the agreement and the quality of the drafting.

If the language of the contract is unambiguous the court must apply it. But if there are two possible interpretations, the court is entitled to prefer the interpretation which is consistent with business common sense as at the date of the contract and to reject the other. Nevertheless, the commercial consequences of one interpretation as against another do not detract from the importance of the words.”

“2. CONSTRUING THE DOCUMENT AS A WHOLE

In order to arrive at the true interpretation of a document, a clause must not be considered in isolation, but must be considered in the context of the whole of the document.” [7.07]-[7.23]

“3. GIVING EFFECT TO ALL PARTS OF A CONTRACT

In interpreting a contract all parts of it must be given effect where possible, and no part of it should be treated as inoperative or surplus.” [7.24]-[7.36]

“8. CONSTRUCTION CONTRA PROFERENTEM

Where there is a doubt about the meaning of a contract, the words will be construed against the person who put them forward.” [7.66]-[7.102]

“14. MEANING IS KNOWN BY CONTEXT

The meaning of an unclear word is known by its context.” [7.147]-[7.152]

62. With regard to the *contra proferentem* rule, Mr Price submitted that there has been debate as to the extent to which this applies in this form in the modern era. He pointed out that in *The Federal Republic of Nigeria v JP Morgan Chase Bank, N.A.* [2019] EWHC 347 (Comm), Andrew Burrows QC (as he then was) said at [34(iii)] that: “the force of what was the *contra proferentem* rule is embraced by recognising that a party is unlikely to have agreed to give up a valuable right that it would otherwise have had without clear words.”, and that these words had been cited with approval in *Triple Point Technology Inc v PTT Public Co Ltd* [2021] AC 1148, Lord Leggatt at [111].
63. Mr Price further submitted that:
 - (1) These observations apply to freedom of expression, which is a valuable right, “especially to a journalist or in any case where the subject matter of the settled defamation claim is of importance to the defendant.”
 - (2) In the event of any doubt as to the interpretation of a clause in a settlement agreement restricting the defendant’s freedom of expression, the modern application of the *contra proferentem* rule requires the Court to uphold the one that is the less restrictive. This is particularly the case where the claimant’s interpretation would prevent otherwise lawful speech.
 - (3) Such an approach dovetails with the Strasbourg jurisprudence, considered in the *Mionis* case at [66], to the effect that the waiver of a Convention right must be made in an unequivocal manner.
64. Mr Price submitted that the “commonly understood” meaning of denigrate “inherently involves unfairness or unreasonableness” and that “[t]he most common form is the belittling of a person’s character or worth.”
65. Mr Price relied upon the following Oxford English Dictionary and Merriam-Webster definitions of the up-to-date meaning of “defame”: (i) “to impugn the good name or reputation of (a person); to denigrate, disparage; (*Law*) to damage the reputation of (a person, organization, etc.) by making or disseminating false or unprovable statements; to libel or slander.”; and (ii) “to harm the reputation of by communicating false statements about; to harm the reputation of by libel or slander.”
66. Mr Price further relied upon the fruits of a Google search using the search term “Does denigration involve unfairness UK”. This produced the following response from AI:

“Yes, denigration inherently involves unfairness, as it means to unfairly criticize, belittle, or disparage someone and blacken their reputation ...

Definition and meaning

- Unfair criticism: Denigration is defined as saying harmful, insulting or untrue things that lower someone's value or reputation without a valid or fair reason.
- Attacking dignity: It demeans or undermines a person's character, which treats them in an unjust and hurtful manner."

67. Mr Price further argued that, in this case, any doubt about the need for "unfairness or unreasonableness" as an element of denigration is dispelled by two aspects of context. First, in the relevant mutual undertaking of which the NDU forms part, "denigrate" is "linked to harassment, which involves seriously unreasonable conduct." Second, the Settlement Agreement was made against the background of the "abusive nature" of the Claimant's statements about the Defendant "that were found to have denigrated her", and her statements about him which he alleged amounted to harassment of him.

68. Mr Price accepted that, in the *Pertemps* case, Pepperall J had been right to say at [42] that a true statement can be adverse, derogatory and/or bring a person into disrepute. Mr Price submitted, however, that this case and, further, the decision in the *RSM* case, did not assist the Claimant in the present case. Mr Price's argument went as follows:

(1) In both cases, an employee had persisted in self-made allegations of serious misconduct following a settlement agreement. The respective clauses were:

"The Employer and the Employee undertake that they shall not, whether directly or indirectly, make, publish or otherwise communicate any disparaging or derogatory statements, whether in writing or otherwise, concerning the other, including in the case of the Employee concerning any Group Member or Member Firm or any of its or their future, current or former officers, contractors, agents, clients, shareholders or employees." [*RSM*]

"14.4 The Employee shall not make any adverse or derogatory comment about the Company, its directors or employees and the Company shall use reasonable endeavours to ensure that its employees and officers shall not make any adverse or derogatory comment about the Employee. The Employee shall not do anything which shall, or may, bring the Company, its directors or employees into disrepute and the Company shall use reasonable endeavours to ensure that its employees and officers shall not do anything that shall, or may, bring the Employee into disrepute." [*Pertemps*]

(2) The relevant findings were:

"43. It is not clear whether Mr Harrison is taking a point that if RSM have not suffered loss then they cannot make out their claim against him. If he is taking such a point, it is plainly not a good one. The statements made by Mr Harrison

in the course of the email correspondence are disparaging and derogatory and, as was set out in the lengthy judgment of His Honour Judge Seymour sitting as a judge of the High Court, those words, “disparaging” and “derogatory” are ordinary English words and whether or not they are true, and whether or not loss is suffered does not take away from the words being disparaging and/or derogatory.” [RSM]

“42. Clause 14.4 was an agreement not to make adverse or derogatory comments or act so as to bring others into disrepute. As a matter of ordinary language, a comment can of course be both adverse and derogatory but true. Equally, one can bring another into disrepute by publishing true statements about their disreputable conduct. Accordingly, on the proper construction of this settlement agreement, it is no defence to a claim for breach of clause 14.4 to establish that an adverse or derogatory comment or an action bringing another into disrepute was true. I am fortified in this conclusion by the like conclusion reached by Judge Worster in this case and by Her Honour Judge Walden-Smith sitting as a High Court judge in [RSM] at [43], in a case of an agreement not to make disparaging and derogatory statements.” [Pertemps]

(3) These findings are uncontroversial given the wording of the clauses and the statements made by the employees.

(4) However, so far as concerns the present case, these findings do not assist the Claimant, but, on the contrary, they assist the Defendant, because: (i) both *RSM* and *Pertemps* preceded the Settlement Agreement and therefore form part of its legal context. The wording of both clauses in issue in those cases is standard. Despite this, the parties in the present case did not include any of these words in the NDU or elsewhere in the Settlement Agreement. Instead: “They selected “denigrate”, which had (and has) not been the subject of previous authority in the context of a settlement agreement or other contract, but had been used in the Report.”

69. Addressing “denigration” in the context of bullying and harassment, Mr Price submitted that denigration is part of the Code of Conduct definition of bullying quoted at [25] above. He submitted that (although it does not appear in the current version) it was also included in the ACAS definition of bullying as at 2014 which was considered in *Daniel v Secretary of State for the Department of Health* [2014] EWHC 2578 (QB), in the context of a negligence claim in relation to mental illness allegedly caused by permitting bullying by a colleague, by Sir Robert Nelson at [142]-[146]:

“142. There is no definition of “bullying” in the authorities, though some help can be gained from the two following cases. In *Waters v Commissioner of Police* [2000] 4 AER 934 at page 943E Lord Hutton said:

“It is not every course of victimisation or bullying by fellow employees which would give rise to a cause of action against the employer, and an employee may have to accept some degree of unpleasantness from fellow workers.”

143. In *H v Isle of Wight Council* (QBD 23.2.01), Wright J said:

“The criterion for what does or does not amount to bullying in any given circumstances is not to be judged solely by the subjective perception of the victim himself, but involves an objective assessment of the observed behaviour taken in conjunction with any apparent vulnerability in the target of the behaviour complained of.”

144. ACAS give the following definition:

“Bullying may be characterised as offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means intended to undermine, humiliate, denigrate or injure.”

145. The Claimant referred to harassment by Professor Gabra in her email of 30 September 2006 but on other occasions refers to his conduct as bullying. When considering allegations of harassment under the Protection from Harassment Act 1997 Lord Nicholls in *Majrowski v Guys and St Thomas’s NHS Trust* [2007] 1 AC said that the courts had to distinguish between conduct which is “unattractive, even unreasonable, and conduct which is oppressive and unacceptable”. In the same case Baroness Hale said that all sorts of conduct may amount to harassment and “a great deal is left to the wisdom of the courts to draw sensible lines between the ordinary banter and badinage of life and genuinely offensive and unacceptable behaviour”.

146. It has to be borne in mind that harassment under the Act is a criminal matter whereas bullying is not. Nevertheless, taking into account the various definitions and dicta upon bullying and by analogy to harassment, I am satisfied that for bullying to be established the conduct must be genuinely offensive and unacceptable, examples of which may be intimidating, malicious or insulting behaviour intended to undermine, humiliate or denigrate.”

70. Mr Price further relied on *Miller v Turner* [2023] EWHC 2799 (KB), which involved a claim for defamation and a counterclaim for harassment. In the course of holding that a course of conduct amounted to bullying, but not harassment, Collins Rice J said:

“92. a relentless pursuit of the theme of his mental deficiency or mental illness (in addition to the casual use of ‘retard’) – ‘low IQ’, ‘sociopathic’, ‘paranoid’, ‘deranged’, ‘obsessive’, ‘paranoid schizophrenic’, ‘dangerously

mentally ill’ and so on and on – sometimes accompanied by messages to ‘get help’. (Ms Power told me from the witness box that the latter proceeded from genuine and empathetic concern. I was unconvinced.) There was also mutually-reinforcing group participation in all this conduct, involving a range of other participants sympathetic to Mr Miller’s and Ms Power’s views, who shouted Mr Turner down by saying the same sorts of things to or about him in the same sort of way (or worse).

93. This could, on an objective basis, fairly be described as bullying. It was asymmetrical. Mr Miller and Ms Power found Mr Turner’s *views* offensive, and his labelling of them *personally* offensive, but he did not express himself in an offensive manner. They considered his viewpoint unreasonable, but he expressed it moderately, rationally and on a reasoned basis, with a view to engagement and eliciting answers to questions or challenges. As already noted, Mr Turner’s side of the interactions is recognisable as an exercise in ‘calling out’ – that is, an exercise in labelling Mr Miller’s and Ms Power’s words and deeds (and others’), on the basis of what is entirely apparent was his genuine and articulated belief that they merited those labels. Their response was to attack *him*. They did so persistently.”

71. Mr Price submitted: “It was not necessary for Collins Rice J to determine whether this amounted to denigration of Mr Turner, but, to use her words, it could, on an objective basis, fairly be described as such. Nevertheless, the counterclaim failed. The course of conduct was “richly deserving of the epithet ‘regrettable’, [but] fell short of the high bar set [for harassment]”.”
72. Mr Price also referred to competition law, submitting that, in this context: “[Denigrate] appears to be understood as false or misleading statements about a competitor or their products. Competition law is directed to the prevention of unfairness.”
73. Turning to the context in which the Settlement Agreement was reached, Mr Price emphasised the following matters, in particular (none of which appear controversial):
 - (1) The claim settled at a relatively early procedural stage prior to the service of a defence and any counterclaim. However, there had been a wholesale redraft of the Claimant’s case in the APOC.
 - (2) The settlement was also directed to the Defendant’s complaints of bullying and harassment to the Commissioner and the Conservative Party, the former having been determined in the Defendant’s favour but not yet made public. This was not the usual harassment case where only the claimant claims to be the victim.
 - (3) The 2 June 2023 deadline for responding to the Commissioner and imminent publication of the Report placed a time pressure on the parties to settle.

- (4) There are a number of references to denigration in the Report, including a finding at [126] that the Claimant abused his position “by persistently undermining, humiliating and denigrating Ms Joshi”, with examples then given.
- (5) At the time of the mediation both parties had the benefit of specialist media law advice.

74. Moving on to the Settlement Agreement, Mr Price made the following submissions:

- (1) It is a bespoke agreement.
- (2) The Recitals summarise the context.
- (3) It has the following elements: (i) the parties C give the undertakings set out in the Appendix (Clauses 2.1 and 3.1); (ii) the Defendant withdraws the Conservative Party complaint (Clause 2.2); (iii) the parties agree to mutual apologies being published in the final Report (Clauses 2.3 and 3.2); (iv) the Claimant’s claim is stayed by a conventional Tomlin Order (Clause 3.3); (v) the Claimant agrees to pay the Defendant’s costs of the claim subject to assessment (Clause 4); (vi) the parties agree mutual confidentiality in relation to the Agreement (Clause 5.1); (v) there is a positive obligation on the Claimant if asked by the media about the claim or the 6 publications complained of in defamation to refer to the settlement and its confidentiality (Clause 5.2); (vi) there is a similar positive obligation on the Defendant (Clause 5.3); (viii) there are standard settlement provisions, which are not relevant (Clauses 6 to 14); (ix) there is a dispute resolution clause providing for mediation and then arbitration if “any dispute arises in connection with this Agreement” (Clause 15); and (x) there is an Appendix containing 6 undertakings.
- (4) Three of these undertakings, numbered 1-3, are positive and required to be implemented in the week after the Settlement Agreement: (i) the Claimant and the Defendant must communicate to the Commissioner the agreed remedial action; (iii) the Defendant must remove the publications complained of in defamation and harassment and use best endeavours to procure the removal of tweets outside her control; (iii) the Claimant must remove the tweets set out in Annex C.
- (5) The other three undertakings, numbered 4 to 6 are negative.
- (6) Undertaking 4 is the APOC undertaking and “This is a standard form defamation undertaking directed to the imputations complained of in APOC [23]-[28] ... [and contains] recognition by the parties that the Defendant is at liberty to publish the defamatory imputations complained of if they appear in a privileged report.”
- (7) Undertaking 5 (i.e. the undertaking that incorporates the NDU) “is a standard non-harassment undertaking, albeit mutual, with an obligation not to denigrate added.”

(8) By undertaking 6 (the Non-Encouragement Undertaking): “The Defendant agrees not to encourage and/or assist any third party in connection with complaints and/or claims they consider that they or others may have against the Claimant, save as required for the purpose of reporting criminal offences or co-operating with a criminal investigation and other legal processes.” Mr Price said that this “shows the parties contemplating how the Defendant’s future conduct may be restrained in a manner that goes beyond what a Court could order pursuant to the defamation and harassment claim in the APOC; and then limiting it to a specific obligation not to encourage or assist in any third-party complaints or claims against Claimant”.

75. In an important part of the argument that he put forward on behalf of the Defendant, Mr Price fleshed out his submissions on the negative undertakings as follows:

(1) If “denigrate” bears the meaning for which the Claimant contends, any defamatory imputation would fall within that definition, including the imputations in the APOC. Accordingly, the Defendant would lose the benefit of the protection for privileged reporting that is contained in the APOC Undertaking. However, this makes no sense:

“It would be absurd for the Defendant, as an independent journalist, to insist on a privilege exception in [the APOC Undertaking] and then agree in [the NDU] not to make any statement adverse to the Claimant, irrespective of whether it was true, reasonable opinion or protected by qualified privilege. To use the words of the Court of Appeal in *Nord Naphtha Ltd v New Stream Trading AG* [2022] 1 CLC 79 at [49], such an interpretation “offends the presumption against surplusage on quite a grand scale”. The Agreement is relatively short and evidently the product of careful drafting. [The APOC Undertaking] is intended to play a significant role.”

(2) With regard to the NDU:

“The Protection from Harassment Act 1997 imposes a general obligation not to pursue a course of conduct amounting to harassment. However, in contrast to the general law, the wording of undertaking 5 does not require proof of actual or constructive knowledge and there is no exception consistent with the defences in s.1(3). It therefore adds value.

The purpose of adding the obligation not to denigrate is evident from the factual and legal context set out in the Defendant’s Case [on Context]. Harassment may involve denigration. However, a person may denigrate another without it reaching the quasi-criminal level of seriousness or repetition necessary for it to be a course of conduct satisfying the tort of harassment. *Miller v Turner* is a good example. A similar conclusion to *Miller* could have been reached had the Claimant’s harassment claim continued, or if the Defendant had counterclaimed.

Accordingly, the obligation not to denigrate fulfils a discrete purpose within undertaking 5, by preventing unfair and/or abusive attacks within harassment territory, but which may not amount to quasi-criminal conduct.”

(3) In the context of undertaking 6:

“... the absence of a “non-disparagement” clause is significant. Such clauses are relatively common in an employment context. They can prevent any critical, but otherwise lawful, statement. They are much rarer in the settlement of defamation claims, particularly those involving journalists or other media defendants. Any undertaking tends to be directed to the specific defamatory imputations complained of, as is [the APOC Undertaking].”

(4) More generally:

“An obligation on the Defendant to prevent her from making any statement adverse to the Claimant would amount to a significant restriction on her freedom of expression. It would potentially prevent her from making any statement for an indefinite period that could be interpreted as critical of the Claimant, even if it was true, privileged or was a fair opinion. This would cover any statement in relation to her complaint to the Commissioner and the Report, which was a significant part of her life. It would cover other defamatory imputations referred to in the Defendant’s tweets which were not complained of in defamation ... [i.e. the Harassing Posts]

There is no basis on which the inclusion of denigrate in undertaking 5 could have such a dramatic effect. It would also fundamentally distort what is explicitly prevented and implicitly permitted by the remainder of the agreement.”

“The Claimant could have insisted on a non-disparagement clause ... [he] is proceeding now on the basis that it contains wording that he may have wanted, but did not obtain. In consequence, there has been a repeated failure by his legal representatives properly to grapple with the meaning of denigrate in the context of [the NDU] ...

The adversarial principle does not require D to advance any comprehensive definition of denigrate in the context of [the NDU]. It is sufficient if the court rejects the Claimant’s definition, based solely on an inherent adverse tendency. If so, the Claimant’s application for an injunction must be dismissed.

Alternatively, the Defendant need only persuade the court that the statements [complained of] did not amount to denigration. This merely requires her to persuade the court of the existence of a necessary quality of

denigration – such as unfairness or unreasonableness - in the context of [the NDU] that is missing from the statements or missing from the Claimant’s case on them. Further, under the modern *contra proferentem* approach, she is entitled to the benefit of any doubt.”

76. Turning finally to the publications complained of by the Claimant, Mr Price submitted:

- (1) The Claimant does not allege that any of the statements made or republished by the Defendant, about which he complains, involved unfairness, unreasonableness or untruth.
- (2) The publications referred to in [35(1)] to [35(5)] above are links on the Defendant’s X and Facebook accounts to articles published on 13 June 2023 in The Guardian, Telegraph, MSN.com (the text of this article appears not to be available) and The Independent. The articles are fair and accurate reports of the Report and include references to the denigration finding and the mutual apologies provided for in the Agreement. The Report is “matter published by or on the authority of a government or legislature” within the meaning of paragraph 7 of Schedule 1 to the Defamation Act 1996. In consequence, a fair and accurate report is protected by qualified privilege. The articles do not contain any statement from the Defendant beyond what is recorded in the Report. Any captions added by the Defendant in posting the links fairly reflect the content of the articles.
- (3) The publications referred to in [35(6)] and [35(7)] above are links on X and Facebook to a Daily Mail article on 6 December 2024 headed “Tory peer Lord Rami Ranger stripped of his CBE by the King over harassment of journalist and derogatory comments about Sikhs and Pakistanis online”. This reported on the announcement in the London Gazette that day that the Claimant’s CBE had been annulled. No reason was given. The Gazette is published by The Stationery Office and also falls within paragraph 7 of Schedule 1. The article suggested that the annulment was caused by the Report and “social media posts [the Claimant] made about the Sikh community, along with comments in the media about Pakistanis” in the context of the CBE having been awarded in part for work on “community cohesion”. The Claimant’s posts and comments had been the subject of previous media coverage. The Claimant’s response to the annulment was included in the article. The Defendant’s apology in the Report was included but no further statement from her. No inaccuracy has been alleged in relation to the article. The caption on the links was: “Tory peer Lord Rami Ranger stripped of his CBE by the King”.
- (4) The publications referred to at [35(8)] and [35(9)] above relate to an article published in The Guardian on 2 February 2026 headed “Donor suspended from Tories pays £50,000 for dinner with Kemi Badenoch”. The article reported that the Claimant had dined with Ms Badenoch, having bid £50,000 for it at a Conservative party fundraising event. The article referred to the Report, the Claimant’s letter to

the governor of the BBC which asked “if your Pakistani-origin staff” had been responsible for a documentary critical of Narendra Modi, the annulment of the Claimant’s CBE and the fact that the Claimant was suspended from the party for a year in autumn 2023. It alleged that the dinner had infuriated those in the party who believe the Claimant should not have been readmitted. It also contained a statement from the Claimant in relation to his suspension, which he attributed to his refusal to apologise to “the complainants”. [The complaints] relate to links to the article by the Defendant on X and Facebook with captions reflecting its content.

DISCUSSION

77. In circumstances where neither party has sought to invoke Clause 15.1 of the Settlement Agreement, the first issue to be determined is the meaning of “denigrate” in the NDU.
78. In common with words such as “disparage” and “derogatory”, the word “denigrate” is an ordinary English word, although (i) it is used less frequently than comparable words such as “defame”, and (ii) it seems there is no decided case in this jurisdiction in which the Court has been tasked with considering its meaning in an undertaking like the NDU.
79. In my judgment, the ordinary meaning of “denigrate”, in keeping with the preponderance of the dictionary definitions to which my attention was drawn, is “blacken, belittle, disparage the character or reputation of, defame”. In particular, “denigrate” is a word of wider ambit than “defame”, because “denigrate” is apt to cover not only harm to reputation but, in addition, “belittling”, which may take many forms.
80. Further, there is an element of overlap or circularity between all these words, which is reflected in the materials before me. To provide only two examples: (i) one of the dictionary definitions relied upon by Mr Price gives one meaning of “defame” as “to impugn the good name or reputation of (a person); to denigrate, disparage”; and (ii) I consider that it was rightly conceded in argument in the Australian *Network Ten* case that “disparaging includes lowering the estimation of, treating slightly, or belittling”.
81. I reject Mr Price’s argument that the ordinary meaning of denigrate “necessarily involves (but not necessarily solely comprises) unfairness or unreasonableness or inaccuracy”. On the contrary, I consider that, as can also be said of publications that are “derogatory” or “defamatory”, a publication may denigrate someone whether or not it is accurate (and, for that matter, whether or not it is “unfair” or “unreasonable”).
82. In my judgment, Mr Bennett’s reliance on the *RSM* case and the *Pertemps* case is well founded. Moreover, having accepted that the findings in those cases were “uncontroversial”, Mr Price advanced no principled distinction between those cases and the present case. Mr Price is plainly right to say that, in the present case, the parties chose the word “denigrate” instead of other words such as “derogatory”, “disparaging”

or “adverse”. However, that provides no basis for saying that the parties intended that “denigrate” should have a different meaning in the NDU than its ordinary meaning, which, in common with those words, is not limited by concepts of veracity and so forth.

83. Another way of making the same point is to say, as was said in the *Network Ten* case, that resolution of whether the publications complained of in the present case fall foul of the Defendant’s undertaking not to “denigrate” the Claimant has to be determined on the basis that: “This is not a defamation case. It is a claim for breach of contract.”
84. Accordingly, when interpreting the NDU, the starting point is that “denigrate” should be taken to mean “blacken, belittle, disparage the character or reputation of, defame”.
85. Mr Bennett submits that this should also be the finishing point. However, Mr Price contends for a different result, essentially on the basis that (i) the dictionary meaning of “denigrate” should only form part of the process of interpretation of the NDU, (ii) it is also necessary (in the words of Lord Hoffmann in the *Mannai* case) to have regard to “the background against which the utterance was made”, and (iii) once this background is taken into account, it can be seen that what the parties meant by “denigrate” in the present case was not to “criticise, belittle, or disparage someone, or blacken their reputation” in a manner that involves “unfairness or unreasonableness or inaccuracy”.
86. The broad background on which Mr Price relies is that the Settlement Agreement was made, and the NDU and other undertakings were agreed and were given, in order to resolve not only the present proceedings for libel and harassment brought by the Claimant against the Defendant but also the complaints that the Defendant had made against the Claimant to both the Commissioner and the Conservative Party. A key part of that background concerns the Report of the Commissioner, whose findings were known to the parties and formed the basis on which they were invited to agree remedies.
87. Mr Price seeks to extract from this background, and in particular the Report, the result that in the NDU “denigrate” requires “unfairness or unreasonableness or inaccuracy”.
88. In my judgment, however, this background, and in particular the Report, lends no support to this argument. On the contrary, the purpose of the Settlement Agreement, and the undertakings (including the NDU) which were contained in the schedule to it, was to put an end to the antagonistic interaction between the parties. Mr Price himself said in the course of his submissions that the “obvious purpose” was to “stop more of the same”. An undertaking by the Defendant that was limited to denigratory publications by her which were “unfair or unreasonable or inaccurate” would only serve to “stop more of the same” if all of the Defendant’s antecedent blackening, criticism, and disparagement of the Claimant had been “unfair or unreasonable or inaccurate”. However: (i) the Defendant has served no evidence to this effect; (ii) Mr Price did not submit that this was so; and (iii) the Report does not accord with this.

89. As to point (iii), the Report is replete with criticism of the Defendant (and, for that matter, the Claimant), and it expresses many adverse views about both her and the Claimant. However, it does not state or even suggest that everything that the Defendant said that had the effect of blackening, belittling or defaming the Claimant was “unfair or unreasonable or inaccurate”. The most obvious criticising and disparaging statements made by the Defendant about the Claimant related to behaviour that the Commissioner regarded as amounting to bullying and harassment, and it seems clear that the Defendant would not accept that these statements were “unfair or unreasonable or inaccurate”. Accordingly, in keeping with Mr Price’s interpretation of the NDU, the Defendant was and remains free to repeat these allegations (as well as any other allegations critical of the Claimant that were made by her - in the “ill-tempered” and “insulting, disrespectful and discourteous” exchanges between them - that she maintains are not “unfair or unreasonable or inaccurate”). In my judgment, that would substantially defeat “the overall purpose of the [NDU] and the [Settlement Agreement]” (see *Lewison on The Interpretation of Contracts*). In particular, it would fly in the face of the agreed resolution of the complaint that the Defendant had made to the Commissioner that the parties placed before the Commissioner, and the statement made at the conclusion of the parties’ agreed mutual apologies that: “All parties consider this matter to be closed”.
90. Mr Price’s next argument advanced in reliance on the background, and in particular the Report, was to the effect that (i) the word “denigrate” is used in the Report; (ii) the parties therefore derived the word from the Report, (iii) they should therefore be taken to have attached the same meaning to the word in the NDU as is attached to it in the Report, and (iv) that meaning is to be equated with or connotes bullying or harassment.
91. In my judgment, this argument is not persuasive. The word “denigrated” appears in the Report as part of the definition of “bullying”, which is defined as “... behaviour involving an abuse or misuse of power that can make a person feel ... denigrated”. Accordingly, the word “denigrated” is used in the context of describing one of the consequences of abusive behaviour, namely one particular way in which it makes the victim of the abusive behaviour feel, which has the effect, according to this definition, of making that behaviour bullying. The Commissioner applied this definition in making findings, which included that the Claimant was guilty of “undermining, humiliating and denigrating” the Defendant. To argue that this means that the Report adopts the approach that to “denigrate” is to “bully” is to distort the language of the Report. In short, it does not follow from the proposition that bullying may involve a person being or feeling denigrated that “denigrate” means, or is tantamount to, “bully”. Still less does this line of argument apply to harassment, as the definition of harassment contained in the Report makes no reference to “denigrate” or “denigrated”. Therefore, even if the parties’ choice of words in the NDU was inspired by the contents of the Report (and there is no evidence of this), it would not follow that by “denigrate” they meant “bully” or the like.

92. Mr Price's final argument based on context or background was to the effect that (i) the complaints made by the Claimant in the APOC and by the Defendant in her complaint to the Commissioner included complaints of harassment, (ii) the NDU appears in an undertaking which also deals with harassment, and (iii) against this background and set in this context, "denigrate" means harassment or conduct of equivalent seriousness.
93. The material undertaking provides: "The Defendant and Claimant will not denigrate each other and/or pursue a course of conduct that amounts to harassment of the other."
94. In my judgment, the considerations that are relevant to this argument are as follows. First, "denigrate" and "harass" are different words and plainly have different meanings. Second, the principle stated in *Lewison on The Interpretation of Contracts* that "In interpreting a contract all parts of it must be given effect where possible, and no part of it should be treated as inoperative or surplus" applies to the NDU. Accordingly, it should be treated as adding to the harassment limb of the relevant undertaking. Third, the undertaking is clearly divided into two parts by the words "and/or" which appear in the middle, and it is therefore naturally to be read as containing separate and cumulative obligations. For these reasons, neither separately nor together do the background of antecedent cross-allegations of harassment and the fact that the NDU is not contained in a separate undertaking lead to the conclusion that "denigrate" should be interpreted as Mr Price contends, or indeed in any other way than results from my reasoning above.
95. Moving on to arguments based on (i) the need to consider the terms of the Settlement Agreement and, in particular, the scheduled undertakings, as a whole, and (ii) the *contra proferentem* rule, in my judgment no tension or anomaly arises from the co-existence of the APOC Undertaking and the NDU. These undertakings are addressing different matters. The APOC Undertaking is concerned with publications that were already in existence, and which were accordingly a known quantity, and in respect of which the parties could readily evaluate the likely applicability and ambit of a "carve out" (from the Defendant's undertaking not to publish in future) of allowing publication "of any statement protected by statutory qualified privilege". The NDU is concerned with future acts, including future publications, which were an unknown quantity and which are not in any way limited to publication of the same or similar imputations as were complained of in the APOC and thus formed the subject of the APOC Undertaking. Save and to the extent that a future re-publication of one of the imputations that is covered by the APOC Undertaking might also fall within the ambit of the NDU, there is no overlap at all between the subject of the two undertakings. In my view, however, the intention of the parties that is to be gleaned from reading the two undertakings together is that such a re-publication is covered exclusively by the APOC Undertaking, and does not fall within the ambit of the NDU at all. In the alternative, if that is wrong, and, properly construed, the parties' agreement has the effect that such a re-publication falls within both undertakings, the Defendant is entitled in accordance with the *contra*

proferentem principle to the benefit of the APOC Undertaking, which is least restrictive of her rights.

96. Far from it being absurd, as contended by Mr Price, for the Defendant to have sought a privilege exception in the APOC Undertaking and then agreed in the NDU not to “denigrate” the Claimant without any reservation to take account of matters such as truth, honest opinion or the protection of qualified privilege: (i) it is clear, as illustrated by the *Mionis* case that, even with the benefit of legal advice and negotiating on equal terms, parties can and do “bargain away” extensive rights of freedom of expression (in that case, the right to make any reference whatsoever to the claimant and his immediate family, in print or online, in any jurisdiction, subject to specified exceptions relating to their potential future participation in certain legal or parliamentary proceedings), and (ii) if the Defendant wanted to qualify the NDU, she ought to have insisted on this.
97. In my judgment, the present case is not, as submitted by Mr Price, an example of a Claimant who, in agreeing the NDU, has not obtained the protection that he would have liked to obtain and claims to have obtained. It is instead an example of a Defendant who, having given an unqualified undertaking not to denigrate the Claimant, is now seeking to argue that her undertaking contains qualifications that she did not obtain. Further, Mr Price’s suggestion that the Claimant is in difficulty because he did not obtain a non-disparagement clause is based on the premise that a non-denigration clause is necessarily narrower or less effective, whereas, in fact, as set out above, that is wrong.
98. Once the meaning of “denigrate” has been determined as set out above, there is little room for argument about the further principal issues, namely (i) whether the Defendant has breached the NDU by the publications about which the Claimant complains, and (ii) whether the Court should lift the stay contained in the Tomlin Order dated 3 July 2023 for the purpose of enforcing the NDU, and grant a permanent injunction against the Defendant, as sought by the Claimant. As to (i), Mr Price’s arguments were based on the premise that his contentions concerning the meaning of “denigrate” are correct, and I have rejected those submissions. As to (ii), the similarities between the *Mionis* case and the present case are striking. This case is effectively covered by the judgment of the Court of Appeal in that case. In particular, the fact that the Defendant placed no evidence before the Court to the effect that, going forward, she would refrain from further breaches of the NDU without the need for an injunction, tells against her; as does her attitude in correspondence. This includes (on 2 March 2026) denying that any breach of the NDU had occurred and suggesting that the Settlement Agreement was “being relied upon improperly as a means of pressure or control over lawful expression”; and her reply (on 2 April 2026) to the detailed letter from the Claimant’s solicitors dated 17 March 2026, stating “I do not accept that there has been any breach of the Settlement Agreement and I do not intend to comply with the demands set out in your letter.”
99. Further, the determination of the present application is closely analogous to the entry of judgment after the trial of a claim for defamation. In such cases a permanent injunction is typically appropriate. See, for example, *ZAM v CFW* [2013] EMLR 27, Tugendhat J

at [22]-[23]: “a claimant who succeeds in obtaining a final judgment is normally entitled to a permanent injunction to vindicate the right that he has proved that he has... Final or permanent injunctions have been routinely granted after final judgments.”

100. The grant of an injunction, as set out above, in terms narrower than originally sought by the Claimant, will have limited effect on the Defendant’s exercise of her rights of freedom of expression. In essence, it will prevent her from re-publishing to her audience (particularly on social media) matters that have already been extensively reported in the public domain. Accordingly, it does not impinge on the dissemination of any original works of hers or the exercise of her creative skills as a journalist. At the same time, it must be presumed that the purpose and effect of re-publishing such materials to the Defendant’s own audience is that the information in question reaches a wider audience. Even if that is not so, as was recognised in the *Network Ten* case, the repetition of denigrating statements may have adverse consequences, which may be exacerbated if the repetition is perpetrated by a particular person - in the present case an individual with whom the Claimant has locked horns in the past and, in accordance with what each of them told the Commissioner, with apparently bruising consequences for both of them. In these circumstances, the injunction will provide protection against significant harm.

CONCLUSION

101. These are my reasons for making the Order that I approved on 4 August 2026.
102. I ask the parties to agree any further Order that may be required in light of this judgment. If any issues remain outstanding, such as costs and permission to appeal, my present intention would be to determine those matters on the basis of written submissions to be filed by the parties within 14 days of the date when judgment is formally handed down.