



Neutral Citation Number: [2026] EWHC 2291 (KB)

Case No: KB-2025-003500

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION
KINGS BENCH CIVIL

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 11/09/2026

Before :

MR JUSTICE COTTER

Between :

MARTINA YVONNE SHAND
- and -
MISHCON DE REYA LLP

Claimant

Defendant

MARTINA YVONNE SHAND, the Claimant in Person
LEIGH-ANN MULCAHY KC (instructed by DWF Law LLP) for the Defendant

Hearing dates: 31 July 2026

Approved Judgment

This judgment was handed down remotely at 10.30am on 11 September 2026 by circulation to the parties or their representatives by e-mail and by release to the National Archives.

.....
MR JUSTICE COTTER

Mr Justice Cotter :

1. This judgment concerns applications heard at a consequential hearing following the hand down of a judgment dated 18th February 2026 which had followed hearings in this Part 7 action and KB-2025-001748 (Part 8 proceedings) on 18th and 19th November 2025 (with further written submissions filed on 27th November 2025, 16th December 2025 and 12th January 2026).
2. On 26th September 2025 Ms Shand issued these proceedings against Mishcon and DWF. Whilst the claim had not yet been served at the time of the November hearings it had been provided to the (then two) Defendants informally on 2nd October and the scope of the claim could be determined from the Brief Details of Claim and Ms Shand's lengthy pre-action correspondence.
3. For reasons set out in the Judgment and on the basis of information then before me I decided that proceedings as then formulated should be struck out and that they were also totally without merit. At the hand down of the judgment matters were adjourned to a consequential hearing. That hearing was originally listed on 19th May 2026. It then proved very difficult to relist.
4. It is necessary to read my judgment of 18th February before consideration of this Judgment.
5. Briefly summarised, the context of applications to be determined is as follows;
 - a) On 26th September 2025 Ms Shand brought these proceedings against Mishcon de Reya ("Mishcon") and DWF.
 - b) On 2nd October 2025 the claim form was provided to the Defendants informally. The brief details of claim ("the original brief details") were as follows;

"D1 (by Mr Levy) breached the fiduciary duty of care D1 owed to the Claimant in 2014 when Mr Levy provided deliberately false and misleading advice to the Claimant in response to a complaint by the Claimant about Mr Warren's conduct and handling of case reference 2YM71662 (the "2012 Action").

D1 and D2 engaged in an egregious conspiracy to injure by unlawful means intended to deliberately mislead the Court, to interfere with the due administration of justice and to cause loss and damage to the Claimant during civil proceedings case reference BL-2019-001173 (the "2019 Action") and case reference BL-2020-001764 (the "2020 Action")."
 - c) On 5th November 2025 the 2nd, 3rd and 4th Defendants applied to strike out the proceedings under CPR 3.4(2) (a) and/or CPR 3.4(2) (b) as being totally without merit (it is significant to note that the Defendants had served a notice under CPR7.7(1) requiring Ms Shand to serve the claim form prior to the hearing).

- d) On 18th & 19th November 2025 the hearing took place.
- e) Further written submissions were filed by Ms Shand on 27th November 2025, 16th December 2025 and 12th January 2026. These contained what has been described as “the new material”. Ms Shand said that she was “randomly browsing” the internet and came across new evidence of a conflict of interest; specifically old promotional videos on YouTube that were produced by Mishcon about annual property parties in 2014, 2015 and 2016 whilst she was a client of Mishcon. Ms Shand produced a lengthy statement which set out detail of events which Mishcon co-hosted with the London Chamber of Commerce (the “LCCI”) of which Mr Tony Pidgley was the President. Mr Pidgley was also the Chairman of the Berkeley Group and a Director at St James.
- f) On 23rd January Ms Shand’s Particulars of Claim were served setting out a claim (solely) against Mishcon de Reya and on a different factual basis to that set out in the brief details of claim. She also amended the brief details of claim to state

“D1 (by Mr Levy) breached the fiduciary duty of care D1 owed to the Claimant by failing to disclose an own interest conflict and by acting in conflict while the Claimant was a client of D1 between February 2013 and May 2016.”

I need not set out the content of the Particulars of Claim in great detail (but will set out a little more detail in due course). By way of broad overview Ms Shand has switched her focus and her proposed amended claim is now on the basis that Mishcon’s “significant interest” in Mr Tony Pidgley and the Berkeley Group was a significant pressure on the relevant fee earner Mr Warren of Mishcon (who was the fee earner responsible for the day-to-day conduct of her 2012 action) not to “go against the interests of the Landlord to my Lease where Tony Pidgley was a Director (and Chair of the Berkeley Group) and not to go against the interests of Mishcon”.

- g) On 5th February 2026 Mishcon applied for an order that the amendments were disallowed under CPR 17.2 and/or 17.4; that the Claim was struck out under CPR 3.4 (2)(a) and/or CPR 3.4.(2)(b).
- h) The application was supported by the statement of Harriet Quiney.
- i) On 17th February a draft judgment was circulated.
- j) On 18th February 2026 Judgment was handed down. I struck the action out based upon the details set out in the original brief details and also the further materials. I did not consider the proposed amended brief details of claim or Particulars of Claim. In the material part of my judgment I stated:

“279. On behalf of Mishcon and DWF Ms Mulcahy KC submitted that it is clear that the subject matter of the 2025 Action is the same as that within the contempt allegations and also that the claim largely repeats previous allegations of

misconduct which were brought and discontinued by Ms Shand in 2019 action (and Ms Shand has already been refused permission to resurrect them) or struck out in the 2020 action. As a result the action is an abuse of process....”

I accepted Ms Mulcahy KC’s submission as accurate and held

“285. The Claim against Mishcon is clearly an abuse of the process of the Court. The settlement agreement reached by the acceptance of the Part 36 offer on 22 January 2021 bars any further claim based on the same facts/causes of action pleaded following discontinuance of the balance of the allegations. As for those wider allegations which were originally pleaded when Ms Shand discontinued the claim based on them she voluntarily chose not to pursue them. To allow a fresh action based on the matters raised in the 2019 action would plainly offend against the principle of finality and the rule in **Henderson-v-Henderson** (as set out at paragraph 173 above) and would allow an abuse of the process of the Court. As Lord Bingham stated a party should not be twice vexed in the same matter. For this reason alone the claim against Mishcon must be struck out.”

I also concluded that the action would also be struck out on the ground that there were no reasonable grounds for bringing it. I did so having considered the new material which I addressed at paragraphs [242]-[262] of the judgment. It was my view, a view taken with the benefit knowledge of the totality of the full history of the general litigation and surrounding circumstances, that the claim was fanciful. To strike out a claim on this basis would be very unusual and would be usually a result of a Part 24 application in the alternative. However it was my view it was a step that the Court could and should take in these highly unusual circumstances.

- k) Mishcon made a further strike out application dated 5th February 2026.
 - l) Ms Shand made an application dated 20th April 2026 seeking permission to reformulate the allegations in respect of conflict of interest against Mishcon and also seeking permission to report matters concerning these allegations to the Solicitors Regulation Authority (‘SRA’).
- 6. I now turn to the specific issues to be determined.
 - 7. Dealing first with the request to be able to report matters to the SRA I have no power over that. It is a matter for Ms Shand to pursue if she wishes.
 - 8. Ms Shand argues that the conclusion that I reached in the judgment is wrong in respect of this claim and that as now formulated in a draft-amended Particulars of claim/amended details of claim it should be allowed to proceed. The Defendant argues that permission should be refused and the claim struck out.

9. Given that no order has been made following the hand down in respect of this claim I am able to revisit the issues raised at the November hearing and covered in my Judgment in light of the different nature of claim Ms Shand now seeks to advance in her subsequent proposed amended claim form, pleading, witness statement and skeleton argument. On behalf of the Defendant Ms Mulcahy did not advance any argument to the contrary. Within the process I shall also consider the applications to amend.
 10. The starting point is the Defendant's application to strike out the claim as originally formulated.
 9. The Court's powers to strike out a claim are set out at CPR 3.4 which provides
 - (2) The court may strike out a statement of case if it appears to the court –
 - (a) that the statement of case discloses no reasonable grounds for bringing or defending the claim;
 - (b) that the statement of case is an abuse of the court's process or is otherwise likely to obstruct the just disposal of the proceedings.
 10. As for no reasonable grounds for bringing a claim; this can be because the case is unwinnable. The Applicant is usually bound to accept the facts as pleaded; but as I set out my judgment it is my view that a claim can be struck out if it is factually hopeless; by that I mean the cause of action alleged is unsupported by, or not based on, realistic facts, making a successful outcome impossible. I shall return to this issue as given that I first concluded in the Judgment that the claim should be struck out as an abuse of process (CPR 3.3.2(b)) I should first revisit that conclusion when considering the merits of the applications.
 11. Within the Particulars of Claim dated 23rd January 2026 it is stated at paragraph 1 that;
 - “1. Mishcon de Reya LLP (“Mishcon”) breached the fiduciary duty of care it owed to the claimant by failing to disclose an own interest conflict which Mishcon was duty-bound to disclose to the claimant and by acting in conflict while the claimant was a client of Mishcon between February 2013 and May 2016 when Mishcon was duty bound to know and did know or ought to have known there was a conflict of interest.
 2. As a consequence of this egregious breach of fiduciary duty by Mishcon the claimant has suffered, has been exposed to and continues to be exposed to substantial loss and damage”
- and
- “57. The undisclosed own interest conflict relates to Mishcon's interest in and connection with Tony Pidgley, Chair of the Berkeley Group and a Director at the Landlord to the Lease (St James Group Limited) while the Claimant was a client of Mishcon between February 2013 and May 2016 and while

Mishcon were acting for her in the 2012 action against the Landlord to the lease (where Tony Pidgley was a Director).

58. Mishcon's close partnership with Tony Pidgley was akin to a client relationship."

12. Ms Shand argues within her 65-page skeleton argument for the consequential hearing that the claim as now particularised is a separate cause of action to that previously advanced and supported by different underlying facts; these being facts that she discovered after the November hearing.
13. By her application of 20th April 2026 Ms Shand seeks permission if required
 - (1) To amend the Schedule of loss, and
 - (2) To amend the section entitled SRA code of conduct.
14. A witness statement of 20th April 2026 (Ms Shand's sixth witness statement) accompanied the application together with draft amended Particulars of Claim.
15. The Particulars of claim as amended set out a claim which can relatively briefly summarised. Susan Freeman was the business development partner at Mishcon and a property lawyer. As part of her role she is a blogger and event organiser. Whilst he may not have been a client of the firm it is alleged that she had a long running interest in, and contact through various events with, Tony Pidgley who was the President of London Chamber of Commerce ("LCCI") and also the chairman of Berkeley Homes. She has made reference to attending speeches given by him at various functions in her blogs. So much is clear from publicly available information. It is alleged it is clear that she had an interest in developing a relationship with Mr Pidgley and this was a secondary and competing interest to the conduct of any litigation against any company within the Berkeley group. Mishcon "close partnership" with Mr Pidgley was "akin to a client relationship". Mishcon should therefore have declared a self interest conflict to Mrs Shand. The conflict of interest made it impossible for Mishcon to give Ms Shand independent advice and act in her best interests;

"The significant interest in Tony Pidgley and the Berkeley Group was a significant pressure on Mr Warren not to go against the interests of the landlord to the lease where Tony Pidgley was a Director (and Chair of the Berkeley Group) and not to go against the interests of Mishcon." (paragraph 61)

And

"it was not in the interests of Mishcon, the real estate practice, the property litigation practice, Ms Freeman, Mr Doffman, Mr Levy or Mr Warren to take on the Claimant's case in the first place let alone permit her case to advance all the way to trial as this would have been detrimental to their relationship with Tony Pidgley." (paragraph 63)

And

“Mr Warren failed to act in the Claimant’s best interests as it was impossible for him to act in her best interests under these circumstances from the outset.” (paragraph 65)

16. Ms Shand referred to the discovery of the undisclosed conflict of interest (finding the videos on the internet), the SRA code of conduct not to act if there is an own interest conflict or a significant risk of such a conflict, duties under the Companies Act, the Fiduciary Duty of Solicitors and moral duties to act in her best interests.
17. Ms Shand assets that Mr Warren (who was a grade B senior associate) provided a terrible service to Mrs Shand and there had been an “egregious breach of fiduciary duty”.
18. Ms Shand seeks damages for:
 - (a) Loss of a chance to claim compensation for “blight”
 - (b) All legal costs and expenses to trial
 - (c) Consequential loss and damage, cost and expenses
 - (d) Inconvenience, emotional hurt and distress.
19. Ms Mulcahy KC submitted that the amendments made to the claim form and Particulars of Claim before service on 23 January 2026 largely relate to the new material on conflict of interest which was addressed in paragraphs [242]-[262] of the Judgment. There were no reasonable grounds for the bringing of proceedings and it was, and is still an abusive and vexatious claim, totally without merit and the conclusion reached in the judgment was correct. The applications to amend should therefore be refused.
20. Ms Mulcahy KC also submitted that Ms Shand had misunderstood the relevant rules as to conflict of interest and there was no potential own interest conflict. Further, the proposed amended claim sought clearly unrecoverable losses. Finally, and in any event, the claim was time barred.
21. I shall not set out the content of Ms Shand’s skeleton argument within which she analysed the existence of an own interest conflict in detail.
22. Ms Shand also argued that her reference in the 2019 pleading to a potential conflict of interest was to a potential client/client conflict; “suspecting that St James and/or the Berkeley group were clients of the firm”. The cause of action she now seeks to advance, based on an own interest conflict, is a separate cause of action supported by different underlying facts. Whilst she was “very suspicious in 2016 about the circumstances around (Mishcon) egregious mis-handling of her case”, and “suspected foul play and sabotage from 2016” where a breach of duty is concealed the limitation clock does not start to run until the breach of fiduciary duty was discovered. Here the Defendant was duty bound to disclose an own interest conflict.
23. I turn to my reasoning in the judgment as to why the claim is an abuse of the process of the Court.

24. On 20 June 2019 Ms Shand issued High Court proceedings under claim number BL-2019-001173 (“the 2019 Action”) claiming damages in excess of £1 million. Mishcon was one of the defendants to the 2019 Proceedings. On 11th October 2019 Ms Shand served an Amended Claim Form and Particulars of Claim running to 129 pages. There were allegations against Mishcon of breach of fiduciary duty, deceit and negligence and an unlawful means conspiracy concerning the handling of her claim. Within the very wide-ranging allegations made against Mishcon was an allegation of conflict of interest. It was pleaded;

“Unbeknown to C, because this was not disclosed to her, was the fact that there was a potential conflict of interest. DL was employed as partner in the real estate practice of D7, the solicitors of D4, prior to joining D1. More importantly, no conflict check was carried out by D1 prior to commencing work for C.”

25. Clearly Ms Shand had investigated potential conflicts of interest. She had done so given that she suspected from 2016 onwards not just the negligent handling of her claim; but “foul play” and “sabotage of her claim”. The searches that she must have carried out after the hearing in 2025 using publicly available material on the internet could have been carried out at any stage between 2016 and 2019 (as I stated during her submissions Ms Shand must have conducted a search to come across this material; it could not have “popped up” on her screen by pure chance). There was no hiding of the only evidence upon which Ms Shand now relies; quite the reverse; it was meant to be read/seen.
26. In 2019 Ms Shand discontinued part of the claim against Mishcon (in effect in relation to the conspiracy) and settled the rest.
27. At the hearing in November 2025 Ms Shand made no reference to a conflict of interest involving Mr Pidgley as forming any part of this claim. Following the hearing Ms Shand made further submissions about such a conflict which I considered in detail within my judgment. I had not called upon the Defendants for a response as I did not consider that it was necessary.
28. As I set out at paragraph 285 of the judgment in relation to the claim as it was formulated in the original brief details of claim;

“The Claim against Mishcon is clearly an abuse of the process of the Court. The settlement agreement reached by the acceptance of the Part 36 offer on 22 January 2021 bars any further claim based on the same facts/causes of action pleaded following discontinuance of the balance of the allegations. As for those wider allegations which were originally pleaded when Ms Shand discontinued the claim based on them she voluntarily chose not to pursue them. To allow a fresh action based on the matters raised in the 2019 action would plainly offend against the principle of finality and the rule in Henderson-v- Henderson (as set out at paragraph 173 above) and would allow an abuse of the process of the Court. As Lord Bingham stated a party should not be twice vexed in the same matter. For this reason alone the claim against Mishcon must be struck out.”

29. I set out an extract from the judgment of Lord Bingham in **Johnson v Gore Wood** [2002] AC1 at paragraph 173 of my judgment. When considering the question of whether a second action is an abuse the Court must make a broad, merits-based judgment which takes account of the public and private interests involved and also takes account of all the facts of the case, focusing attention on the crucial question whether, in all the circumstances, a party is misusing or abusing the process of the court by seeking to raise before it the issue which could have been raised before.
30. In **Dexter v Vlieland-Boddy** [2003] EWCA Civ 14, Lord Justice Clarke summarised the principles to be derived from **Johnson v Gore Wood** at paragraphs 49–53;
- “49 ...i) Where A has brought an action against B, a later action against B or C may be struck out where the second action is an abuse of process.
- ii) A later action against B is much more likely to be held to be an abuse of process than a later action against C.
- iii) The burden of establishing abuse of process is on B or C or as the case may be.
- iv) It is wrong to hold that because a matter could have been raised in earlier proceedings it should have been, so as to render the raising of it in later proceedings necessarily abusive.
- v) The question in every case is whether, applying a broad merits based approach, A's conduct is in all the circumstances an abuse of process.
- vi) The court will rarely find that the later action is an abuse of process unless the later action involves unjust harassment or oppression of B or C.”
31. This analysis was subsequently cited with approval in **Aldi Stores v WSP Group PLC** [2008] 1 WLR 823. In that case Thomas LJ stated that that no distinction should be drawn as a matter of law between cases where the original action concludes by settlement and where it concludes by judgment. The course of the original action and whether it resulted in a settlement or a trial are but part of the facts to be considered alongside all the other facts and also that
- “.... the decision to be made is not the exercise of a discretion; WSP were wrong in contending otherwise. It was a decision involving the assessment of a large number of factors to which there can, in such a case, only be one correct answer to whether there is or is not an abuse of process.”
32. When reconsidering the issue it is necessary to assess the relevant factors which I set out within my judgment and to add the relevant aspects of matters which have been subsequently raised.

33. The 2019 claim was initially very far from a straightforward professional negligence claim. Ms Shand alleged an elaborate and wide-ranging conspiracy to injure her by unlawful means and brought an action against ten defendants with Mishcon as the First Defendant and St James Homes Limited as the Fourth Defendant (it was alleged these defendants had conspired together and with others including Counsel). The object of one of the conspiracies alleged was to
- “cause maximum psychological, mental and financial distress to (Ms Shand) for as long as possible, by preventing (her) from seeking justice, recovering her losses and by prolonging and frustrating the litigation for as long as possible.”
34. Ms Shand referred to her complaints to, and the alleged failures of, Berkeley Homes from September 1999 onwards (see paragraphs 33-44) including to the Chief Executive (Mr Pidgley) and also considered a potential conflict of interest as a reason why her claim was intentionally “terribly” run; i.e. a reason why it was “sabotaged” i.e. why Mr Warren would have taken the objectively wholly extraordinary step of deliberately mishandling her case so as to cause it to be struck out.
35. As I have already set out whatever internet or other search Ms Shand carried out after the November 2025 hearing could have been carried out before 2019 (it has not been suggested otherwise). There was no attempt to hide or conceal this publicly available material. Ms Shand simply did not take a step which she could have done at that stage to further investigate the alleged conspiracy.
36. In my judgment the suggested “own interest conflict” is a mutation of a conspiracy theory which evolved to counter any set back; such as the analysis of the claim during the November hearings. It is the latest stage in a 14 year litigation war which has seen many individuals and companies drawn in within several actions. I refused permission for wide-ranging contempt applications within my judgment and declared the applications to be totally without merit and awarded costs against Ms Shand which she says she cannot pay; indeed could not even make a modest contribution towards. Ms Shand has stated that she will not give up until she sees justice delivered (which means a court acknowledging the deliberate sabotage of her claim by a number of individuals acting in concert within a wide-ranging conspiracy). I have no doubt that this action involves unjust harassment and/or oppression of Mishcon (and as I shall set out the underlying assertions as now sought to be advanced continue to be fanciful).
37. Further, whilst Ms Mulcahy KC submitted, in my view correctly, that given Ms Shand has been compensated for the negligent handling of her claim the damages claimed in this action are irrecoverable in law (e.g. any damages sought as flowing from her subsequent unsuccessful conduct of litigation after the settlement of her 2019 claim are clearly not recoverable; for the obvious reason that she should not have brought such unmeritorious claims) as regards the abusive nature of the claim the picture is, in my view, very straightforward.
38. Mishcon compensated Ms Shand for negligence and consequential losses alleged in the 2019 claim. If she had any claim in damages flowing from the breach of duty she should have brought it within that claim. It is not necessary to consider why she originally initially sought to claim for “blight” and then repleaded her claim in a different way. If

there was a legitimate head of damage she should have continued to advance it in that claim. I should add that if a head of damages is struck out as unrecoverable then it cannot properly be resurrected in an action years later.

39. In my view this claim is clearly caught by the principle in **Henderson -v- Henderson**, which covers what could have been decided in a claim but was not as a party did not advance the relevant argument/element. It is a rule of public policy based upon the desirability of finality in litigation and a person should not be oppressed by successive actions. Ms Shand is simply seeking to advance a new theory to support her underlying conspiracy theory; a theory which failed to survive within her 2019 litigation. The conflict of interest point now raised could and should have been raised within proceedings; the whole case should have been brought forward and these proceedings are abusive.
40. So the conclusion reached in the judgment is unaltered despite the change in nature of the claim sought to be advanced and the sub applications made.
41. The second reason set out within the judgment why the action should be struck out that the statement of case disclosed no reasonable grounds for bringing the action.
42. As I indicated at paragraph 282 of my judgment whilst a strike out will ordinarily proceed on the basis of the facts as pleaded i.e. on the assumption that they can be established, this is not a principle without limits. It is open to the Court to strike out claim which is factually hopeless and /or fanciful, although in such circumstances the Court is usually also considering an application for summary judgment in the alternative.
43. As I stated in my judgment

“253 In my view Ms Shand has built an elaborate conspiracy on pillars which cannot provide it with adequate support. The first, and obvious, problem with what she asserts is that neither Mr Pidgley nor the Berkeley Group Holdings Plc/St James, of which he was a director was a client of Mishcon at any material time. Therefore there is no reason to doubt the accuracy of the statements;

When opening the Applicant’s matter, MdeR carried out a conflict check in accordance with the regulatory obligations and standard procedures. It did not reveal a conflict and the matter was cleared to open.”

and

“In order to make this statement, MdeR’s compliance team were asked to investigate the relationship with companies in the wider Berkeley Group...it does not indicate that MdeR acted on any matter which was connected to the Applicant’s case or gave rise to confidentiality issues.”

44. I pause to observe that Ms Shand correctly submitted that I fell into error as on the evidence then before me I could not find that Mr Pidgley personally had not been a client as this had not been specifically covered within the statements served. However the error is of no significance as, after an invitation by Ms Shand during submissions, Ms Mulcahy confirmed (having taken instructions) that Mr Pidgley had not been a client of the firm at any material time.

45. I continued in judgment;

“254. Perhaps recognizing this difficulty Ms Shand states that she believes that the co-hosting of the events with the London Chamber of Commerce of which Tony Pidgley was President was an “own interest conflict” and a “practice area conflict.””

And

“256. Ms Shand has developed a theory based on emotional conviction and has drawn conclusions from the co-hosting of these events that are simply not sustainable. The additional statement does not alter my conclusions in relation to the allegations against Mr Levy and I see no adequate basis within this additional material for the assertion that Mr Levy has been intentionally misleading in any witness statement.”

46. I concluded

“286. Further, and as regards both Defendants, after taking into account:

- (a) That there is a difference between the criminal standard required for contempt proceedings and the ordinary civil standard applicable to the application to strike out,
- (b) that the burden is on the Defendants to show that the claim has no real prospect of succeeding and
- (c) That Ms Shand has not yet particularised the claim by way of Particulars of Claim, I am satisfied for the reasons which I have already set out in considerable detail that there is no realistic prospect of Ms Shand proving what she asserts as regards the allegations of breach of fiduciary duty, conspiracy and of having deliberately mislead the Court. Very unusually, because I can anticipate what is coming (having considered the content of the 2019 claim and the underlying allegations in detail for the purpose of the contempt proceedings), I am sure that the claims against each Defendant, even when expanded upon, will lack any merit, are hopeless and should be struck out now as disclosing no reasonable grounds for bringing a claim. It is not only consistent with the overriding objective, but necessary in the interests of justice to avoid the Defendants having to consider (at significant cost) what I have little doubt

will be voluminous particulars, recycling the serious but misconceived and/or unrealistic allegations which have already been made.

287. For these reasons I strike out the 2025 action and declare it totally without merit.”

47. In the highly unusual circumstances of this case (including the very lengthy letter before claim) and this history of the litigation generally I made the order anticipating what the detailed pleaded claim would bring and applying a common sense approach bearing in mind what had happened up to that point. Circumstances warranting such an approach will be rare. Ms Shand made no application at the November hearing for permission to amend the brief details of her claim; rather she relied upon them.
48. Matters have now moved on, and the allegations based on the new material have been set out and expanded upon in the Amended Particulars of Claim. However I remain of the view that the factual basis of the claim is fanciful.
49. I took time during the consequential hearing to explain to Ms Shand why I reached this conclusion in the Judgment and the difficulty I had with her claim as now/subsequently advanced. Underpinning the claim as was, and as now reformulated, is Ms Shand’s belief that the relevant file handler Mr Warren (who was not a partner in the firm) was not just negligent (in respect of which she has been compensated through the compromised action against Mishcon) but was part of a conspiracy to deliberately sabotage her claim for the benefit of another (St James/Berkeley group/Mr Pidgley) and/or acted as he did under internal firm pressure not to displease Mr Pidgley. If that were the case Mr Warren would have acted knowing, as he must have done, that if Ms Shand’s action was struck out as a result of his failure to comply with an order in time, that there would inevitably be a professional negligence claim which would be likely to cost his firm a very considerable amount of time and money (and the potential for reputational damage). As such I find Ms Shand’s argument that Mr Warren caused or permitted the action to be a struck out because partners were (it is alleged) trying to cultivate a professional relationship with a senior figure in the real estate world is simply fanciful; just as other aspects of the 2019 claim and the contempt particulars were wholly unrealistic and without any merit. I have a duty to the Defendant, the Court and also Ms Shand to stop this claim taking up more time and money applying a test of realism to the factual claim she seeks to pursue. Sadly it is clear that the issues with her flat had consumed Ms Shand’s life. She stopped working to pursue the several claims that have been advanced over the last decade and she has seen an improper motive in anyone involved in seeking to resist her claims (including Counsel as set out within my Judgment). Her theories have evolved to meet challenges and she has lost objectivity. By way of one example I note that Ms Shand has ignored in her claim and submissions the evidence which established Mishcon had acted against the Berkeley group in relation to a property transaction involving Marco Polo House (this coming to light because Ms Shand believed they had acted for the group).
50. Whether it be described as a matter of general knowledge or judicial knowledge it is my view that there was nothing unsurprising at all about the general business development work of the partners of Mishcon, and specifically Ms Freeman. What she did, she did very publicly and blogged about (such as attending speeches given by prominent individuals such as the Claimant of the London Chamber of Commerce Mr

Pidgley or co-hosting two events with the Chamber). The aim was obviously and sensibly two-fold; to raise the profile of the firm as property experts and to attract work generally. Every piece of evidence upon which Ms Shand relies upon to establish a risk of conflict was publicly available because Ms Freeman chose to make it so. As Ms Mulcahy KC submitted if the risk of a conflict extended as wide as Ms Shand argues then it would cover a very wide range of people and make holding or attending at many marketing events impossible for members of a solicitors' practice. Ms Shand has misinterpreted the rules about own interest conflict.

51. The idea that such general commercial interests as any partner of Mishcon had any impact whatsoever on the failings of a fee earner, Mr Warren, or that the risk/prospect of it doing so should have been seen as an own interest conflict risk is, on the facts as asserted in the amended Particulars of Claim, wholly misconceived and has no prospect of success. Whilst the facts of what was done publicly by Ms Freeman are not in dispute, the facts Ms Shand alleges flowed from what she and Mishcons did i.e. the deliberate sabotage of her claim so as to generate favour with Mr Pidgley are simply unrealistic and the Court is not bound to assume them to be capable of being established. The factual claim that any suggested own interest conflict had a causal effect on the (admitted) failure to advance her claim is fanciful and must be recognised as such.
52. When a case has ended up in a tributary it is important to consider how far from the mainstream matters have deviated. It is not in dispute that Mishcon negligently handed Ms Shand's claim. That was admitted a long time ago. Standing back with the benefit of the full history of 14 years of litigation it is my view that this claim as now formulated is yet another facet of a conspiracy theory which has evolved to counter any set back. It is time that the underlying conspiracy theory is given its quietus.
53. Finally I must address Ms Mulcahy KC's submission that in any event limitation was "a complete answer to the claim".
54. The claim alleges an alleged failure to disclose a conflict whilst Ms Shand was client; which was up to May 2016. The primary limitation period will therefore have expired on 1st June 2022; whether the cause of action be breach of contract or breach of duty; fiduciary or otherwise. These proceedings were brought on 26 September 2025.
55. As I have set out Ms Shand was investigating a potential conflict of interest and reasons for the "sabotaging" of her claim before she commenced the 2019 claim. The searches that she carried out after the hearing in 2025 using publicly available material could have been carried out in 2019. There was no deliberate concealment of the existence of the interest in work with Tony Pidgley these being the only facts relied on/relevant to the right of action (the claim as now formulated); quite the reverse. It was very openly communicated. The matters upon which Ms Shand now relies upon for her arguments as to the existence of a risk of an own interest conflict are in the public domain and have been since 2014/15.
56. Ms Shand referred to the failure to advise her of the conflict; and argued that this could amount to concealment (i.e. for purposes of section 32 (1) Limitation Act 1980). However, as I have already set out, unlike the situation in **Williams v Fanshaw** [2004] EWCA Civ 157; Ms Shand, who had considered the existence of a conflict, could have easily ascertained the material facts upon which she now seeks to rely at any stage using the same search she later undertook (there being no new identifiable factor prompting

the search) and she also knew of the negligence. Mishcon have consistently denied that there was any conflict or that anything lay beyond/was more sinister than the (admitted) negligence of Mr Warren and Ms Shand's argument on limitation assumes what needs to be proved i.e. that anyone in Mishcon knew (or even considered the possibility) that there was the own interest conflict which she now alleges and deliberately withheld information. Again given the fact that all the relevant information upon which Ms Shand relies was made publicly available (and was never taken off You Tube) and also after consideration of all relevant evidence (including in relation to the Part 8 claim) I consider this to be a fanciful allegation. As a result, in addition to the action being abusive and having no prospect of success, it is also out of time.

57. I recognise that matters have moved on since the application which was before me in November 2025. Given the applications before me I reflect the matters set out above by;
- a. formally disallowing the amendments against Mishcon which Ms Shand has made without permission
 - b. dismissing Ms Shand's Amendment Application in respect of the further amendments for which she seeks permission; and
 - c. striking out the unamended claim as disclosing no reasonable grounds for bringing the claim under CPR 3.4(2)(a) and/or as an abuse of process under CPR 3.4(2)(b) and/or statute barred (out of time) and as being totally without merit,
 - d. provide Ms Shand with a period of 21 days to file any written submissions as to;
 - (a) why an order for costs should not follow the event i.e. as the losing party she should pay the successful parties costs and;
 - (b) why the costs should not be assessed on an indemnity basis (as Ms Mulcahy submitted, subject to judgment in the Defendant's favour, that they should be).
58. For the avoidance of doubt, I also order that time for appeal will not run until I have made a final order.
59. I would be obliged if the Defendant could draw up a draft order to reflect the above.