



In this series of articles, we aim to highlight 3 of the most interesting cases in our field decided in the past month. This month: stays for arbitration, late amendments, and encroachment under the 1954 Act.

SEPTEMBER 2026

Paskaran v Blue Bricks London Ltd [2026] EWCC 57

Summary

A Circuit Judge determined that an application to strike out parts of particulars of claim, alternatively for a stay, was not a ‘step in proceedings’ for the purposes of the Arbitration Act 1996.

The parties were landlord and tenant of commercial premises. A dispute arose regarding rent review. The landlord initiated arbitration proceedings in accordance with provisions in the lease.

The tenant issued proceedings in the County Court, relating to the rent review and also to other matters. The landlord filed an acknowledgment of service stating an intention to defend the claim, and then made an application for parts of the claim to be struck out, alternatively for the proceedings to be stayed pursuant to s.9(1) Arbitration Act 1996 while the arbitration proceeded.

At first instance, the judge found that the application for strike out constituted a step in the proceedings which precluded a stay for the arbitration to continue. HHJ Marquand allowed an appeal, finding that the primary target of the application had been to preserve the arbitration proceedings.

Why it's important

This case is a useful example of what constitutes a step in proceedings for the purposes of preserving arbitration proceedings. A key takeaway is that the order in which the matters sought in the application were set out (first strike out, alternatively a stay) was not determinative; the key point was the overall context of the application and what it sought to achieve. Practitioners making similar applications would be well advised to give careful consideration before seeking anything other than a stay for arbitration, given the significance of the overall context.



Amaal Ventures Ltd v Eros Ltd [2026] EWHC 2259 (Ch)

Summary

The High Court determined issues consequential upon an earlier judgment, including refusing a very late application to amend.

In its main judgment, the court had determined that the claimants were entitled to specific performance of contracts for the grant of long leases of flats. This consequential judgment addressed a number of matters including a late application by the claimants to amend their particulars of claim so as to seek approximately £2.5m for late completion.

The court determined that, contrary to the claimants' submissions, amendment was necessary; the late completion sum was not covered by the claim for specific performance of the contracts. That being so, ultimately permission to amend ought not to be given: while it was of considerable importance that refusing the claim would lead to the claimants paying considerably more for the flats than they otherwise should, that was outweighed by the absence of any explanation for the lateness of the amendment and the loss to the defendants of an opportunity to make a settlement offer taking into account this element of the claim.

Other issues dealt with in the judgment include the structure of the order for specific performance, whether the contracts should be discharged, the validity of post-judgment notices to complete, and costs.

Why it's important

This is a particularly striking example of a very late amendment. The judgment contains a useful summary of the authorities on such amendments and a clear illustration of the approach taken by the court.

The case also contains interesting comment regarding the mechanics of specific performance including in the context of notices to complete.

On Tower UK Limited v AP Wireless II (UK) Limited (County Court at Central London, 22 September 2026)

Summary

The County Court determined preliminary issues relating to notices under s.26 Landlord and Tenant Act 1954 in the context of two telecommunications sites where there were said to be discrepancies between the physical compounds and the lease plans.



The claimant was the tenant of two telecommunications sites. In each case, the compound as constructed and the compound shown on the lease plan overlapped but did not coincide. The court was asked to determine issues as to (a) whether the leases demised the areas referred to on the plans, or where the physical compounds had been built; (b) whether the defendant was estopped from asserting that the sites were not governed by the leases; (c) whether any encroached-upon areas could be the subject of 1954 Act rights; and (d) whether the notices were to be taken as referring to the areas shown on the lease plans, or the areas occupied on the ground.

HHJ Parfitt found that in the case of one site, the lease demised the area physically occupied; as regards the other, the defendant was estopped. Accordingly, the claims for new leases could proceed.

Why it's important

The court's conclusions on the first and second issues rendered it strictly unnecessary for it to express a view regarding encroachment or the notices. However, the court nevertheless commented that it would have found that any encroached-upon areas could nevertheless have been the subject of a claim for a new tenancy under the 1954 Act. This is a novel issue which may be the subject of future authority.

The case also contains a useful illustration of the approach to be taken to the interpretation of plans, particularly where they are divergent from physical reality.

The judgment is available here.¹

CATHERINE TASKIS K.C.

FERN SCHOFIELD

¹ <https://www.falcon-chambers.com/images/uploads/news/2026 - September 22 - On Tower v AP Wireless.pdf>