

Dr Mike Wilkinson

Year of Call: 2006



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Mike is a specialist in **business and property law** and has built up a successful practice, typically dealing with complex and high value cases, often involving allegations of fraud or difficult legal arguments and regularly crossing swords with more senior opponents.

It is testament to Mike's growing reputation that he finds himself in high demand, solicitors and clients alike requesting him specifically for their cases and returning time and again with new instructions. Mike's passion for tackling problematic cases combined with his wealth of legal knowledge and his willingness to make himself available to take "that" call, make him a formidable asset for any legal team. He is an accomplished and effective advocate, highly regarded for his commitment to the cause and for his determination. He takes a pragmatic and hands on role working with those instructing him to form and develop case strategy and tactics to secure the best outcomes possible in every case.

Most of Mike's work is in the Business and Property Courts of the High Court but he has also appeared in all sorts of other courts and tribunals including and on a number of occasions with success in the Court of Appeal. He acts predominantly as sole counsel but he has collaborated on a number of occasions with Chambers' silk, and on appropriate cases he is happy to work with others as a part of a team. With his breadth of knowledge and experience he is also well suited to disputes spanning different disciplines.

Mike's practice encompasses the traditional range of commercial and chancery work including:

- commercial contract disputes,
- shareholder and company disputes (including unfair prejudice petitions, derivative actions, misfeasance claims, claims to enforce directors duties, and actions upon shareholder agreements),
- partnership law (with particular experience of medical and legal practice disputes),
- civil fraud (including cases requiring urgent asset protection or recovery),
- professional negligence (with an emphasis on property and transactional work),
- building disputes and construction law,
- insurance and banking,
- consumer and consumer credit,
- mortgage cases,
- landlord and tenant disputes, and
- real property work.

Mike recognises the importance of Counsel being accessible as cases progress and also for difficult files. His commercial practice includes urgent and time-sensitive work for example acting on applications for injunctive relief (including freezing injunctions, search orders and orders for the preservation and inspection of critical evidence) and advising on completions or exercising termination rights or rescission or other elections. Mike also provides urgent advice and assistance concerning issues arising under the [Limitation Act 1980](#).

In the traditional chancery field, Mike is often instructed to deal with probate and trusts disputes including claims concerning the validity, interpretation and rectification of wills, claims under the [Inheritance \(Provision for Family and Dependents\) Act 1975](#) and the administration of estates.

In the area of insolvency, Mike has wide-ranging experience acting for both office-holders and for debtors or creditors. As well as dealing with contested petitions and statutory demands and applications for administration orders and extensions, Mike has developed a particular specialism in antecedent transactions and transaction avoidance. He has been involved in a large number of cases involving challenges to transactions defrauding creditors and he has developed a particular interest in actions by company creditors directly against directors or shareholders of a company typically where that company is insolvent.

Mike also has expertise and experience in international and transactional work, including EU Law, in which he has an LLM, and banking and finance, for which he has been awarded a Phd. Mike has undertaken commercial arbitrations and keeps up to date with European and international law as Chair of Events for the European Circuit of the Bar.

Mike is accredited for direct access from members of the public. He is approved as a pupil supervisor. He is also a member of the executive committee of the Manchester Incorporated Law Library society.

Mike is an accredited mediator and is also available to be booked to mediate disputes.

To book or contact Dr Mike Wilkinson, email his clerks marked for his attention at: bandp@18sjs.com.

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Education

Alliance Manchester Business School, the University of Manchester, 2010-2017, PhD banking reform and corporate governance
College of Europe, Bruges, Belgium 2004-2005; LLM European Legal Studies;
University of Durham 1999-2001 and 2002-2003; LLB Law and European Legal Studies;
University of Fribourg, Switzerland 2001-2002; European Legal Studies component of LLB

Professional Memberships

Chair of Events for the European Circuit of the Bar
Northern Chancery Bar Association
Northern Circuit Commercial Bar Association
Commercial Bar Association (COMBAR)
Court of Protection Association
Northern Circuit of the Bar
Inner Temple
PDSL accredited and International Mediation Institute qualified mediator
Bar Council Law Reform Committee (2023)
Fellow of the Royal Society of Arts

Notable Cases

Gooderson v Qureshi [2022] EWHC 2977 (KB), High Court – Mike acted for a local businessman whose agreement to sell a property to a buyer fell through. Mike established at trial that the disappointed

buyer had subsequently embarked on a malevolent campaign against the seller by setting up 13 fake profiles and posting disparaging business reviews alleging in effect that he was dishonest, untrustworthy or lacking in moral scruples. The Court made those findings based upon a linguistic analysis and without resorting to any expert metadata analysis. Adverse inferences were also drawn from disclosure failures. At an interim hearing Mike had applied for a debarring order striking out the defence unless the buyer disclosed a relevant document, which was granted by Mr Justice Nicklin. Upon the buyer failing to comply with that unless order, Mike further applied for a non-participation order, debarring the buyer from even taking part in the trial unless the document was produced. Mrs Justice Williams granted the application and the buyer was debarred from participating at trial. Mrs Justice Williams inferred from his disclosure failure he had something to hide and found he was responsible for the posts which constituted a 'malevolent' and targeted campaign. The buyer was ordered to pay damages in the amount of £42,500 and injunction orders were made restraining further reviews and requiring the removal of those published. The judgment is available: [here](#).

N v F [2022] County Court, three day multi track trial - Mike acted for a legal joint owner of property who disputed the claim brought by his mother and sister that he had agreed to hold the property as nominee for his mother. Issues arose as to whether a declaration of trust completed by a seller in a TR1 could bind the buyer and whether a promise made before the declaration of trust was made could give rise to an estoppel afterwards.

Gillies and 13 ors v Royal Bank of Scotland PLC [2022] - High Court - Mike acted for 13 claimants seeking compliance orders under s167 of the Data Protection Act 2018 as well as damages for failure by the Defendant to respond to their data subject access requests. After being adjourned part heard following a day's hearing, the matter settled on confidential terms.

Cawkwell v Torfean County Borough Council [2022] - County Court - Mike acted for a local Council in a summary judgment and strike out application seeking to strike out the Claimant's claim for damages for distress upon their alleged failure to respond to his subject access request. Summary judgment was granted and the request was found to be a business as usual request or if not any breach of the request was de minimis and not sufficient to warrant further proceedings and the Claimant was ordered to pay the Council's costs.

Vmotion Ltd v Alexander Mann Solutions Ltd [2022] County Court - Mike acted for a defendant recruitment agency in an application for security for costs which was successful resulting in an order being made staying the proceedings unless security was paid.

Maow and anr v Ng and anr [2022] - County Court, on appeal to HHJ Hassall - Mike acted for a landlord who had obtained an order for possession following a contested multi-track trial (at which Mike had also acted). The main issue was whether a corporate agent, Thornley Groves Ltd, had validly given a s21 notice seeking possession or whether it was invalid unless executed in accordance with s44 of the Companies Act 2006 (that is by two directors or a director and secretary) as had been confirmed in Northwood Solihull Ltd v Fearn [2020] EWHC 3538 (QB). The appellant was permitted to appeal before the Court of Appeal overturned that High Court decision in Cooke v Northwood (Solihull) Ltd [2022] EWCA Civ 40. The appellants applied for permission to be transferred to the Court of Appeal pursuant to r52.23 CPR, and Mike resisted the application before HHJ Hassall who dismissed the application and the appeal.

Wilks v LRS Ltd [2022] - County Court, on appeal to HHJ Evans - Mike acted for the respondent estate agency in an appeal brought by a property seller who had been ordered to pay estate agency fees following a fast track trial below (at which Mike had also acted). The appeal was permitted on the grounds that the court had erred in law by not treating the agreement as being rectified for mistake. The appeal was dismissed with the judgment below being upheld and the appellant being ordered to pay the respondent's costs.

LRS v Wilks [2021] - County Court, DDJ McMurtrie - Mike recovered estate agency fees in a case where the terms and conditions were docusigned only after an eventual contracting purchaser visited the property. Relying upon Wells v Divani [2019] UKSC 4, David Lonsdale of Counsel for the defendant argued that an earlier agreement had already been reached by email whereby commission was only to be payable upon completion, which did not happen in the instant case as following exchange the sale fell through. By reference to the decision of HHJ Pelling QC in Bieber v Teathers Ltd [2014] EWHC 4205 (Ch) Mike successfully persuaded the Court that the earlier agreement by email was still subject to contract which was concluded upon terms being docusigned later and that commission was accordingly due upon exchange. Mike also persuade the Court that the fact the purchaser had visited prior to terms being docusigned did not prevent commission falling due as what matters was that they were introduced to the

purchase contract via the estate agent's agency and not merely introduced to the property.

Rothwell and 7 ors v Ahmad [2021] - First Tier Tribunal (Property Chamber) Mike successfully made a 'half time submission' applying to summarily dismiss an application for a Rent Review Order under s44 of the Housing and Planning Act 2016 and s72 of the Housing Act 2004 on the grounds that the applicants had not shown that a previous HMO licence had ever been validly revoked. The 8 joint applicants, student tenants that had been encouraged to bring their application by the Council, had relied upon a statement from a council employee who then failed to attend at trial. His statement did not show that the Council had validly complied with the procedure for revoking a HMO licence. Judge Angela Davies and panel member Leslie Warburton were persuaded that the tribunal did not have sufficient evidence to prove to the criminal standard that there was no HMO in place and accordingly dismissed the application. The judgment can be read [here](#).

ClearDebt Ltd v Aperture Debt Solutions Ltd [2021] - *High Court, HHJ Pearce* - having narrowly missed out on summary judgment, Mike capitalised on findings that D's defence had improbable prospects and successfully invited an order for a payment into Court of three-quarters of the sum claimed as a condition for permitting D to continue to defend the claim (under CPR 24PD5 and on the basis that D appeared to be litigating with a want of good faith within the meaning of *Olatawura v Abiloye* [2002] EWCA Civ 364).

Ng and anr v Maow and anr [2021] - *County Court, DJ Rome* - in residential possession proceedings, Mike established that a confirmatory certificate (confirming a tenant deposit) signed by a landlord's corporate agent did not need to comply with s44 of the Companies Act 2006 notwithstanding that *Northwood Solihull Limited v Fern* [2020] EWHC 3538 (QB) held that a corporate landlord must execute such certificates in accordance with s44. DJ Rome agreed that *Northwood* had been decided by reference to the wrong statutory provisions (as they had since been amended retrospectively) and in any case the principle was inapplicable to agency situations.

Haskins v Astley [2021] - *County Court, DJ Ranson* - Mike persuaded the Court to strike out a claim and a defence to counterclaim at a CCMC following two months of 'radio silence' from C and in the absence of any attendance at the hearing or engagement by C or her solicitors and notwithstanding that a notice of change had been filed just before the hearing resulting in C becoming a litigant in person and her solicitors coming off the court record.

Madison Apartments Management Ltd v Management Apartments Phase 2 Ltd [2021] - *County Court, Recorder Terence Rigby* - Mike established that a long leasehold owner of one residential tower block (D) did not have to pay a contribution to their freehold-reversioner and owner of the neighbouring tower block (C) towards the costs and expenditure incurred for common areas used by both tower blocks. Relying upon the Supreme Court decision in *Investment Trust Companies v Revenue and Customs Commissioners* [2017] UKSC 29, [2018] A.C. 275, Mike established that there was no unjust enrichment by D as the benefit derived by D - from shared drainage, the powering of external lights and maintaining electric gates to shared car parking areas - was merely an incidental result of a necessary expenditure incurred by C and that such expenses were thus not 'outgoings' relating 'to the premises' owned by D within the meaning of D's lease because the same were not necessarily payable costs but rather represented expenditure incurred by C for C's property, albeit providing some incidental benefits to D.

Stoke-On-Trent City Council v Cornes and anr [2021] - *County Court, DDJ Buckley* - Mike resisted the Council's application to be released from an historic undertaking which was made on the basis that compliance entailed illegality. Mike established that the undertaking - not to inspect their tenant's gas installations - did not result in any illegality as the tenant entirely owned their own gas appliances and the Council had no duty to inspect them and in any case the Court was persuaded that there had not been any special change of circumstances since the undertakings were given so as to justify exercising special discretion to release the Council from their undertaking (applying *Birch v Birch* [2018] 1 All ER and *Di Placito v Slater* [2004] 1 WLR 1605).

Manolete Partners PLC v Connolley and anr [2021] - *County Court, Recorder Geraint Jones QC* - Mike established that a default judgment for nearly £200,000 had to be set aside as the claim form had not been validly served. The claim form was sent in an envelope which contained a detailed letter of claim that had been mistakenly reproduced and sent in error by the Claimant's solicitors on top of the claim form and particulars of claim. Relying on the decision of Christopher Clarke J (as he was then) in *Asia Pacific (UK) Ltd v Hanjin Shipping Company Limited* [2005] EWHC 243 (see para.33) Mike persuaded the Court that an objective reader, knowing the relevant factual background, would have received the bundle served including the top detailed letter of claim and understood the same not to be service of a claim form. Mike

also successfully argued that time for serving the claim should not be extended under r7.6 CPR. The judgment can be downloaded [here](#).

Hacking Property Investment 9 Ltd v Averell [2021] – *High Court, Deputy Master Rhys* – in a case brought by a seller of a property for a buyer’s failure to pay deposits and to go through with a purchase at an online auction Mike resisted C’s application for summary judgment on a claim for £470,000 and persuaded the Court to direct an assessment of damages hearing notwithstanding judgment being granted on the issue of liability.

ITI Capital Ltd v Pena [2021] – *High Court, HHJ Peace* – Mike obtained a freezing injunction for a broker against their former customer who had been over-paid mistakenly twice in respect of the same sale of shares.

Holmes Noble Ltd v Start and ors [2020] – *High Court, HHJ Halliwell* – acting for a recruitment company against their outgoing employee, Mike obtained interim injunctions to restrain the outgoing employee trading using confidential information and company property in competition with his former employer.

Markel International PLC v Shah and anr [2020] – *High Court, HHJ Pearce* – Mike obtained an *ex parte* pre-action order restraining D from accessing their safe deposit boxes and applied for inspection orders on notice permitting C to access the deposit boxes and to preserve evidence (alleged to be the stolen jewellery which was the subject of an insurance claim).

Taking Care of You Ltd v Caring Nationwide Ltd and anr [2020] – *High Court, HHJ Worster* – Mike acted for three defendants that were alleged to have conspired with one another to steal assets from their former pharmacy business including drugs, prescriptions and other stock and confidential information. Ds denied wrongdoing, and sued their former colleagues blaming them instead for bringing about the closure of the pharmacy business and the transfer of its assets. Ds’ case also alleged that the pharmacy business depended upon unlawful business being diverted to two (since disgraced) doctors. Mike was led by Richard Chapman QC, against Robert Mundy, Ghazan Mahmood and David Berkley QC on a ten day trial which settled on day four.

Khan v Khan and ors [2019] – *High Court, HHJ Halliwell* – following a two day hearing of an application for security for costs, Mike successfully obtained orders on behalf of two defendants against a claim brought by a wealthy businessman based in Pakistan requiring nearly £500,000 to be paid in to Court (and consequently the claim was struck out upon a failure of compliance).

Ehrentreu v IG Index Ltd [2018] EWCA (Civ) 79 – *Court of Appeal, LJs Davis, Lindblom and Flaux* – Mike represented the appellant an experienced trader that placed several spread-bets for modest amounts of money (between £100 and £1000) betting that RBS’ share price would go up in 2008 just before the share price collapsed amidst the UK banking crisis and subsequent bail out. The bets materialised losses in excess of £1.2m. The appeal turned on the meaning of the respondent’s agreement to close out any bets where the trader had failed to meet margin requests. The Court rejected the argument that the platform had agreed to protect traders from causing losses and held that as a principle of law the existence of a contractual duty to protect a party from causing harm to themselves would require the clearest of expression and in other words a duty to protect another person against self-harm would need to spelt out in the clearest of terms before the courts would accept such duty existed. The case is reported [here](#).

Davies v GE Money [2018] 1 WLUK 1 – *High Court, DDJ Brightwell* – Mike resisted an abuse of process strike out application in which D alleged that C was wasting disproportionate Court resources by re-litigating issues D had or could have raised previously in other proceedings that had already been struck out. Mike persuaded the Court that C had not had his chance to run the issues and have them properly determined, despite the extensive history (with six different proceedings being instigated between the parties).

Cantt Pak Ltd v Pak Southern China Properties Investment Ltd [2018] EWHC 2564 (Ch) – *High Court, J Barling (VC)* – Mike represented D in a seven day trial which turned on whether a seller who refused to give a buyer vacant possession because they believed the buyer would not come up with the money to go through with the purchase was themselves then entitled to rescind a sale agreement. It was held that the validity of a notice to complete had to be assessed when it was served and if the giver had been ready able and willing to complete at that stage (albeit only if they were satisfied the buyer would come up with the money) it was irrelevant that they subsequently became unable to complete (when they perceived the buyer was not going to come up with the money). The Court held that as a matter of law if

the seller did not remain capable of completing if called upon to do so they themselves were at risk of the buyer rescinding for repudiatory breach or suing for specific performance. The case is reported [here](#).

IG Index Limited v Ehrentreu [2017] EWCA Civ 326 – *Court of Appeal, LJ Lewison* – Mike successfully persuaded LJ Lewison at an oral rehearing that he had taken too harsh a line on the papers in dismissing the application for permission to appeal and that there was an appeal to be heard which warranted a full three-member Court of Appeal hearing over the course of a full day. The appeal raised a question of causation and whether a breach of contract was merely an occasion for making losses but not the effective cause of such losses or whether that was not an answer to the claim because the contract in question – concerned with spread-betting – had sought, at least in part, to protect the appellant from causing losses to themselves.

Khan v Anwar and anr [2017] 7 WLUK 439 – *High Court, J King* – Mike resisted the appeal of a decision of HHJ Platts which had granted permission to his clients to re-litigate issues which had already been determined in previous proceedings on the basis that the earlier proceedings and the judgment they gave rise to could well have been procured by fraudulent collusion, the evidence in support of the amendment application suggesting that the lease in question the validity of which had been upheld in the earlier proceedings had been written in a font (sylfaen) which only became available years after the lease was allegedly executed.

Malik v Anwar [2016] – *County Court, HHJ Bird* – Mike represented D and established following a five day trial that C was not entitled to keep the proceeds of selling D's UK property as the debt that had been secured by C's charge – pursuant to which C had already sold the property – had been repaid via an intermediary (ie a third party) paid to C's nominee (ie a fourth party) in Pakistan, in cash, pursuant to an agreement C had reached, verbally, to accept payment in that way. The judgment can be read [here](#).

Atkinson v Boyle [2016] – *County Court, DJ Richmond*, 3 day multi-track trial – Mike established that various subsequent written agreements entered into between C and D had been mere shams designed to conceal the true agreement reached between C and D which had been entered into verbally and which involved C putting D's property in his name on trust for D in order to enable C to borrow money which he agreed D could use to repay her debts.

Weymont v Place [2015] EWCA Civ 289 – *Court of Appeal, LJs Hallet, Patten, Clarke* – Mike established that DJ Rouine had been wrong as a matter of fact to decide against D in an action for trespass and that he had erred in rejecting D's case and accepting Cs' evidence in blanket and wholesale fashion without making proper findings of fact. The case is reported [here](#).

