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High Tech Construction Ltd v WLP Trading and Marketing Ltd [2026] EWHC 152 (TCC): Two Million Pounds, One Adjudicator, and a Contract That May Have Been Imagined

[High Tech Construction Ltd v WLP Trading and Marketing Ltd \[2026\] EWHC 152 \(TCC\) \(30 January 2026\)](#)

Date: 30 January 2026

Judge: Mr Justice Constable

Key Words:

Adjudication enforcement, jurisdiction, fraud, sham contracts, existential challenge, contract formation, summary judgment, TCC

Summary

High Tech Construction Ltd (“**HTC**”) sought summary judgment to enforce an adjudicator’s decision awarding them £2,142,623.35 against WLP Trading and Marketing Ltd (“**WLP**”) [1, 2]. HTC relied on a JCT Design and Build Sub-Contract allegedly signed on 26 January 2023 [3].

WLP resisted enforcement principally on the basis that the adjudicator **lacked jurisdiction**, because the contract relied upon was not the genuine agreement between the parties and was alleged to be a **sham and fraudulent** [3]. WLP advanced a competing contractual narrative: (i) an enabling works arrangement formed via oral/WhatsApp agreements; and (ii) a later lump sum reinforced concrete frame agreement for **£1,250,000** [3, 30]. WLP presented evidence suggesting the electronic file was created in June 2023 and contained details from an unrelated project [24].

Mr Justice Constable refused to enforce by summary enforcement. He held that this was not a mere dispute about the terms of an existing contract (a “**misdescription**” case), but an “**existential jurisdictional challenge**”: if WLP was right, the contract used to appoint the adjudicator “**simply did not exist**” [71, 75]. There was therefore a **real prospect** that the adjudicator had been appointed under a **non-existent contractual provision**, rendering the appointment a nullity and the decision unenforceable [75-77]. The application for summary judgment was refused.

Note: The court did not determine the fraud allegations but held there was a real prospect that the contract relied upon for the adjudicator’s appointment did not exist, making enforcement

inappropriate.

Key Themes:

1. **Enforcement of Adjudication Decisions:** The court will enforce robustly, but not where the adjudicator acted outside jurisdiction.
2. **Jurisdiction vs. Substance:** The distinction between disputes over contract terms (which adjudicators can usually decide) and disputes over contract existence (which go to jurisdiction) [70(2)-(3), 71].
3. **Fraud and Sham Contracts:** Allegations of fabrication may deprive an adjudicator of jurisdiction where they go to the very existence of the contract relied upon [24, 48-49].
4. **The existential line:** Where the dispute is not "you've described it wrongly" but "this contract is a fiction", enforcement is unlikely on summary judgment [71].

Background

The dispute concerned construction works at 162 Willesden Lane, London.

1. **HTC's Case:** They claimed the works were governed by a JCT contract signed by Mr Osman (HTC) and Dr Essa (WLP) at a hotel on 26 January 2023, later circulated in June 2023 [12]. They initiated adjudication under this contract, resulting in a favourable decision [2, 6].
2. **WLP's Case:** They argued the "January JCT Contract" never existed. Instead, they claimed the parties operated under oral/WhatsApp agreements for enabling works and a later lump sum agreement for the RC frame only [3]. WLP alleged the January JCT Contract was created later and used to pursue a claim based on a scope and price never agreed.
3. **The Evidence:** WLP produced metadata analysis suggesting the "January" contract was created in June 2023. The document contained insurance details from a different project in Romford and a signature that appeared to be lifted from a Statement of Truth in an unrelated personal injury claim [23, 25]. Additionally, WhatsApp messages from June 2023 showed HTC stating, "I said to Frank we don't have JCT contract" [19(07.45)]. The judge also observed that the competing narratives were so stark that it was hard to envisage a resolution which did not involve one side being dishonest [33(1)].
4. **The Adjudicator:** The Adjudicator rejected the fraud allegations due to a lack of "clear, cogent and compelling evidence" which he did not have at the time and proceeded to award the sum to HTC [10(4,5)].

Legal Issues and Analysis

The Jurisdictional Test: The central legal issue was whether the Adjudicator had jurisdiction. An adjudicator can investigate their own jurisdiction, but their decision on that point is not binding if the foundational contract does not exist [39-41, 58(60)].

Misdescription vs. Non-Existence: The Judge analysed case law, specifically *Pegram*, *Air Design*, and *Viridis* [44, 48-49, 55]. In short:

1. If a claimant merely **misd Describes** a contract (e.g., arguing it was formed by email rather than a letter), the adjudicator usually retains jurisdiction because the parties agree a contract exists [62, 70(5)].
2. However, if the challenge is **existential**—meaning the defendant argues the contract relied upon is a total fiction—this goes to the heart of jurisdiction [71].

The Judge's Findings: Mr Justice Constable found this case fell on the existential side of the line [71].

1. **Real Prospect of Success:** The evidence (metadata, the "Chinese Embassy" WhatsApp messages, and the Romford insurance details) meant WLP had a real prospect of establishing at trial that the contract was a sham/ did not exist [24-25, 34-36].
2. **Failure of Appointment:** HTC argued that even if the JCT contract was fake, the "Scheme" would apply to the underlying oral contracts, saving the jurisdiction [59]. The Judge rejected this, citing *Twintec*. If the Adjudicator was appointed under a specific contractual provision that did not exist, the appointment was a nullity [60].
3. **Conclusion:** Because the Adjudicator may have been appointed under a non-existent contract, he had no power to bind the parties. Summary judgment was refused [72-73].

Conclusion

You would think—really—you would think—that if you are asking the court to enforce an adjudicator's award for **£2.14 million**, you would start by ensuring the contract you are relying on is not the sort of document that needs its own origin story.

HTC's problem was not that the adjudicator might have made a mistake. The problem was more fundamental: there was a **real prospect** that the adjudicator was appointed under a contract that **did not exist**, meaning he had no jurisdiction to bind the parties at all.

That takes the case out of the usual enforcement lane (where the court tolerates error) and into the jurisdictional ditch (where it does not). The court refused summary judgment and declined to enforce the decision.

Key Takeaway:

*An adjudicator's decision will not be summarily enforced where there is a real prospect that the adjudicator was appointed under a contract that "simply did not exist" [71, 75-77]. Where the challenge is **existential**, it goes to jurisdiction and the adjudicator cannot temporarily bind the parties to his own conclusion on that foundational issue [72-73].*

Parting Thoughts

There are many ways to lose an enforcement application in the TCC. Some are subtle. Some involve the sort of procedural embroidery that makes perfectly normal people take up pottery instead.

This was not one of those cases.

*HTC arrived asking for summary judgment on an adjudicator's decision worth **£2,142,623.35**. A sum like that tends to sharpen judicial focus. Unfortunately, it sharpened it onto one awkward question: **what, precisely, was the contract that supposedly gave the adjudicator his authority – and did it exist anywhere outside a Word document's creative writing phase?***

*HTC's story was straightforward: there was a JCT Design and Build Sub-Contract, signed at a hotel meeting on **26 January 2023**, later circulated in June 2023. WLP's story was also straightforward, but considerably more toxic: the "January JCT Contract" was not the governing agreement at all — it was a sham and its use was said to be fraudulent.*

What followed read less like contract administration and more like the universe issuing a risk management bulletin.

WLP pointed to independent meeting minutes from June 2023, calmly noting there was “**no JCT or equivalent contract available for review**” [17(7.1)] and that the JCT appointment still needed to be concluded “ASAP” [17(7.7)]. Then came the WhatsApp exchange: “**we don’t have JCT contract**” [19(07.45)], followed shortly by the immortal: “**I am the Chinese Embassy for some issues.**”

At this point, contractual certainty had left the building, taken its coat and blocked the number.

The judgment records detailed evidence suggesting the June 2023 document was assembled by adapting a template from a different Romford project, complete with stray insurance details. Add metadata analysis indicating the relevant Word document was created on **21 June 2023** and the alleged January signing begins to look less like execution and more like retroactive optimism. The signature evidence only tightened the screw, with material suggesting the signature may have been transposed from other litigation documents.

In the adjudication, the adjudicator rejected the fraud allegations for want of “clear, cogent and compelling evidence”. Fair enough on what he had. But enforcement is not a mechanical exercise when jurisdiction is genuinely in play — and the court had a fuller evidential picture than the adjudicator had been shown [3].

*Mr Justice Constable’s approach is brisk and unsentimental: courts enforce adjudicators even when they’re wrong — **except** when the adjudicator has no jurisdiction. And jurisdiction, inconveniently, depends on being appointed under a contract that exists in the real world.*

So the case turned on classification: was this merely misdescription (a contract exists, you’ve described it badly), or was it existential (the foundational contract is alleged to be a *fiction*)? The Court’s answer was emphatic: **this was existential.** [71] If WLP is right, the contract relied upon for the appointment “**simply did not exist**”, and an adjudicator cannot temporarily bind parties on the very question of whether he was ever validly appointed.

HTC tried the sensible-sounding rescue: even if the January JCT Contract falls away, the Scheme would apply to any underlying oral/WhatsApp arrangements, so the appointment survives. The Court declined that invitation. The point is not whether some alternative route might have led to an adjudication; it is that **you cannot be validly appointed under a contractual provision that does not exist**. You cannot derive authority from a phantom. The law, depressingly, insists on reality.

The result was almost inevitable: there was a real prospect that WLP would establish at trial that the adjudicator was appointed pursuant to a contract that did not exist, and summary enforcement application was refused.

So the money remains unpaid, the decision remains unenforced, and the case stands as a crisp reminder that adjudication is designed to be fast — not mystical. It can temporarily bind parties to plenty of things. It cannot conjure jurisdiction out of a document that may have been assembled later, in a different context, with the subtlety of a cut-and-paste job and the evidential footprint to match.

If you want the court to enforce a £2.1 million award, it helps if your contract is something more than an ambitious document with a convenient date — and a metadata trail that disagrees with it.

**#ConstructionLaw #Adjudication #TCC #HighCourt #Fraud #Jurisdiction
#ContractFormation #JCT #SummaryJudgment #HighTechvWLP #DisputeResolution
#LegalUpdate #CaseLaw #DDAlegal**

Authorities

Case Law:

Jurisdiction: The Distinction Between Contractual Misdescription and Non-Existence

1. *Pegram Shopfitters v Tally Weijl (UK) Ltd* [\[2003\] EWCA Civ 1750](#), [\[2004\] 1 WLR 2082](#) - The leading Court of Appeal authority establishing that if an adjudicator is appointed under a contractual provision that does not exist, their appointment is a nullity. The judgment identifies "twin difficulties" for a claimant: where the correct contractual route provides a different procedural route to jurisdiction, and where the failure to identify the correct contract prevents the proper performance of the adjudication task.
2. *Viridis UK Limited v Mulalley and Company Limited* [\[2014\] EWHC 268 \(TCC\)](#) - Establishes that where a defendant successfully argues that the single contract relied upon by the claimant never existed (and that the work was instead done under separate contracts with different terms), the challenge is existential rather than a mere misdescription. In such cases, the adjudicator could not have been properly appointed under the version of the contract contended for by the claimant.
3. *Twintec Ltd v Volkerfitzpatrick Ltd* [\[2014\] EWHC 10 \(TCC\)](#) - Held that an adjudicator's jurisdiction derives from the agreement of the parties. Even if the nominating body (RICS) would have been the same under the Scheme, an adjudicator cannot be validly appointed under a specific contractual provision that does not exist.
4. *Air Design (Kent) Limited v Deerglen (Jersey) Limited* [\[2008\] EWHC 3047 \(TCC\)](#) - Authority for the proposition that where there is an undisputed "originating" or "foundational" contract, an adjudicator has jurisdiction to decide whether subsequent agreements are variations to that contract or separate contracts. This is treated as a matter of substantive law within the adjudicator's jurisdiction, provided they were "properly appointed" under the originating contract.
5. *Cubex (UK) Ltd v Balfour Beatty Group* [\[2021\] EWHC 3445 \(TCC\)](#) - Followed *Viridis*, refusing summary judgment where the defendant had a real prospect of showing that the specific contract found by the adjudicator never came into existence, meaning the adjudicator was not appointed under a contract about which there could be no dispute.
6. *Purton (t/as Richwood Interiors) v Kilker Projects* [\[2015\] EWHC 2642 \(TCC\)](#) - Distinguishes between cases where a contract is "mis-described" (an intermediate position) and where a contract does not exist at all. It suggests that if the proper basis of jurisdiction (e.g., the Scheme) applies regardless of which party is correct, and the outcome is unaffected, the court should not shut out a claimant.
7. *RMP Construction Services v Chalcroft* [\[2016\] BLR 134](#) - Held that where there is a single contracting process and the dispute is merely about when the contract was formed, but the Scheme applies in any event, the difference should be treated as substantive rather than jurisdictional.
8. *Camillin Denny v. Adelaide Jones* [\[2009\] EWHC 2110 \(TCC\)](#) - Clarified *Air Design*, emphasising that an adjudicator can resolve jurisdictional issues only if they are coincidentally part of the substantive dispute and the adjudicator was "properly appointed" under the first contract.
9. *Superblast (Nationwide) v Story Rail Ltd* [\[2010\] EWHC 56 \(TCC\)](#), [\[2010\] BLR 211 TCC](#) - Reiterated that where there is an undisputed original subcontract, the adjudicator has jurisdiction to decide if extra work is a variation under that contract or a separate agreement.
10. *Ground Developments Ltd v FCC Construccion SA & Ors* [\[2016\] EWHC 1946](#) - Highlighted that while a defendant is entitled to put the claimant to proof regarding contract formation, they cannot avoid enforcement by withholding their positive case on contract formation during

adjudication only to present it later in court.

11. *Science and Technology Facilities Council v MW High Tech Projects UK Ltd [2015] EWHC 2889 (TCC)* - Cited alongside *Ground Developments* as an example of the court's pragmatic approach to identifying construction contracts to facilitate jurisdiction, though noted that a contract must still exist.

Fraud in Adjudication Enforcement

1. *Speymill Contracts Ltd v Baskind [2010] EWCA Civ 120, [2010] BLR 257* - Approved the principles regarding fraud defences: fraud can be a defence if supported by clear evidence and if the allegation could not reasonably have been raised during the adjudication (approved the test proposed by Akenhead J in *SG South*).
2. *SG South Ltd. v King's Head Cirencester LLP & Anor [2009] EWHC 2645 (TCC), [2010] BLR 47* - Established the test that allegations of fraud raised to avoid enforcement must be supported by "clear and unambiguous evidence and argument."
3. *PBS Energo A.S. v Bester Generacion UK Ltd [2020] EWCA Civ 404, [2020] BLR 355* - Re-stated and approved the principles set out in *Speymill* and *SG South* regarding fraud in the context of adjudication enforcement.
4. *Takhar v Gracefield Developments [2019] UKSC 13* - A Supreme Court decision regarding setting aside judgments for fraud, holding that "reasonable diligence" is not required. The Judge in the present case distinguished this, noting he was bound by the specific adjudication authorities of *Speymill* and *PBS Energos*.

General Principles of Adjudication Enforcement and Summary Judgment

1. *Carillion Construction Ltd v Devonport Royal Dockyard [2005] EWHC 778 (TCC), [2005] BLR 310* - Established the principle that the court will enforce an adjudicator's decision even if it results from errors of fact or law, unless the adjudicator acted in excess of jurisdiction or in serious breach of natural justice.
2. *Three Rivers District Council v Governor and Company of The Bank of England [2001] UKHL 16, [2001] 2 All ER 513, [2003] 2 AC 1* - Cited for the test on summary judgment: judgment should be granted if a party has no real prospect of success, but not if proving disputed facts would entitle the party to relief.

Legislation:

Statutory Framework for Construction Adjudication and Jurisdiction

1. *Housing Grants, Construction and Regeneration Act 1996 (HGCRA 1996)* -
 1. **Section 108:** This section is cited as the statutory basis that implies a right to adjudication into construction contracts, including oral agreements. It was relied upon to establish that any dispute under the alternative contractual arrangements proposed by the Defendant (the oral "**Enabling Works Contract**" or the "**RC Frame Contract**") would still be capable of being referred to adjudication.
 2. **Section 107:** The judgment references the repeal of Section 107, which previously required construction contracts to be in writing to fall under the Act. The Claimant relied on this repeal to argue that the Court of Appeal decision in *Pegram* (which required secure identification of contractual terms) was no longer good law. The Judge rejected this argument, noting that the reasoning in *Pegram* was not dependent upon the original writing requirements of the Act.

3. **Definitions:** The Act is cited to confirm that the works in question fell within the definition of "construction operations" and that the agreement constituted a "construction contract" for the purposes of establishing jurisdiction.
2. The Scheme for Construction Contracts (**The Scheme**) - This regulation is identified as the default adjudication procedure applicable by reason of Section 108 of the HGCRA 1996 where a contract does not contain compliant adjudication provisions. It was a central element in the analysis of whether the Adjudicator was "properly appointed." The judgment analyses whether an appointment made under the Scheme (via the RICS) remains valid if the underlying contract was non-existent or misidentified, distinguishing between cases where the Scheme applies regardless of the contractual route (as in RMP Construction Services v Chalcroft [2016] BLR 134) and cases where the foundational contract is disputed (as in Twintec Ltd v Volkerfitzpatrick Ltd [2014] EWHC 10 (TCC)).

Legal Texts & Commentary:

Adjudication Jurisdiction and Procedure

1. Coulson on Construction Adjudication (4th Edition, OUP 2018)
 1. **Section 8.17 (p. 318):** Cited to support the analysis of Pegram, positing that where an adjudicator is faced with two conflicting sets of contract conditions—one conferring jurisdiction and one that does not—the adjudicator's ruling on that point is not determinative. If the court concludes on review that the argument supporting the contractual position depriving the adjudicator of jurisdiction has a "reasonable prospect of success," the decision should not be summarily enforced.
 2. **Section 7.65:** Referenced regarding the "pragmatic" approach taken by the courts (specifically Stuart-Smith J and Fraser J) in identifying construction contracts to facilitate jurisdiction. The judgment notes the text's caveat that, despite this pragmatism, the identification of an appropriate construction contract is ultimately required for the adjudicator to possess the necessary jurisdiction.
 3. **Section 7.10:** Relied upon to confirm the principle that an adjudicator can and should investigate challenges to their jurisdiction, but unless the parties agree to be bound by that specific ruling, it is not determinative. A challenger can defeat enforcement by showing a "respectable case" that the adjudicator lacked jurisdiction.

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CIArb Arbitration Panel Member since 2006

CIC Adjudication Panel Member since 2010

FIDIC Adjudication Panel Member since 2021

ICE Adjudication Panel Member since 2021

Law Society Panel Arbitrator

RIBA Adjudication Panel Member since 2018
RICS Adjudication Panel Member since 2006
RICS Dispute Board Registered since 2013
TECSA Adjudication Panel Member since 2012

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