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Project One London Ltd v VMA Services Ltd [2025] EWHC 3304 (TCC): Rough Justice, Firmly Applied

[Project One London Ltd v VMA Services Ltd \[2025\] EWHC 3304 \(TCC\)](#)

Date: 18 December 2025

Judge: Adrian Williamson KC sitting as a Deputy Judge of the High Court

Key Words:

Adjudication Enforcement, Natural Justice, Technology and Construction Court (TCC), True Value Adjudication, Materiality of Breach, Interim Payment, "Rough and Ready" Process, Adjudicator's "Frolic", Cash Flow, JCT Design and Build, Construction Law.

Summary

The Claimant, **Project One London Limited (POL)**, sought to enforce an adjudication award dated 18 September 2025 [1, 2]. The Adjudicator, Mr Bordill, had conducted a "**true value**" assessment of an interim payment application (AFP 8) and ordered the Defendant, **VMA Services Limited (VMA)**, to repay **£102,656.67** to POL [7, 8]. VMA resisted enforcement, alleging multiple **breaches of natural justice**, including that the adjudicator took points not argued by the parties and ignored undisputed evidence [1, 2]. The High Court rejected these arguments, concluding that the adjudicator had acted fairly within the "rough and ready" constraints of the adjudication process [20, 32-33].

Key Themes:

1. **Enforcement of Adjudication:** *The judicial policy of enforcing adjudicators' decisions to maintain cash flow in the construction industry [12(86)].*
2. **Natural Justice:** *The requirement for adjudicators to act fairly and avoid "frolics"—deciding cases on bases not argued—while acknowledging they are not bound only to accept one party's submission [7-9, 24].*
3. **Materiality of Breaches:** *The principle that only "material" breaches—those going to the heart of the dispute—will render a decision unenforceable [12(87), 13-14].*
4. **Interim vs Final Resolution:** *The distinction between the provisional nature of adjudication and the final resolution of disputes through litigation or arbitration [12(86-87), 35-36].*

Background

The parties entered a contract in October 2023 for **mechanical works** in London with a contract sum of approximately £387,696 [4, 5]. A dispute arose regarding **Application for Payment No. 8 (AFP8)** [4, 5].

First Adjudication: An earlier adjudicator (Mr Borg) ruled that because POL failed to serve timely payment or pay-less notices, AFP8 was a **"Notified Sum"** that had to be paid in full [5, 6]. The court enforced this, and POL paid the sum [6].

Second Adjudication: POL then commenced a **"true value" adjudication** to determine the actual value of the works in AFP8 [7]. Mr Bordill (the second adjudicator) valued the works at less than the notified sum, resulting in an order for VMA to repay the overpayment [8].

Legal Issues and Analysis

VMA raised three primary challenges to the enforcement of the award:

- **Issue 1: The "Frolic" regarding Air Conditioning:** VMA argued that the adjudicator adjusted the air conditioning valuation based on "defective pipework," a point they claimed was never argued [17]. The court found that, because pipework issues had been extensively canvassed elsewhere in the adjudication, the adjudicator was entitled to rely on that evidence to reach a middle-ground valuation [18-21].
- **Issue 2: Ignoring Evidence (Water Tank and Testing):** VMA claimed the adjudicator ignored undisputed evidence of costs [23(121-122)]. The court held that even if an adjudicator **misunderstands or overlooks evidence**, such an error is an error of fact or law, not a breach of natural justice [24-25, 27-28]. To resist enforcement, a failure to consider evidence must be **deliberate**, which was not the case here [26].
- **Issue 3: Arbitrary Reductions:** VMA challenged the adjudicator's use of "arbitrary" percentage reductions (e.g. 50%) to value certain items [29-30]. The court clarified that, in this context, "arbitrary" meant that the adjudicator produced the best possible approximation within the process's strict time limits [32-33].
- **Analysis of Materiality:** The judge emphasised that even if a minor error had occurred, it was **not material** [38-39]. The adjudicator had to value thirteen different items; an error on one peripheral item does not invalidate the entire decision if the process as a whole was fair [36-37].

Conclusion

The court granted POL's application for enforcement [31-32]. The judge noted that VMA's challenges were a classic case of a losing party **"scrabbling around"** to find tenuous arguments to resist payment [12(85-86), 39-40]. Because the adjudicator had reached an **interim solution** that met the needs of the case, the award was binding until the dispute is finally resolved through other legal means [34-36, 40-41].

Key Takeaway:

Adjudication prioritises speed and cash flow over absolute perfection. Courts will enforce an adjudicator's decision even if it contains errors of fact or law, provided the adjudicator attempted to answer the right question and did not act obviously unfairly [12(85-86), 14(48(22-22.2))]. A party cannot avoid payment by re-characterising a disagreement with the adjudicator's findings as a "breach of natural justice" unless that breach is **plain and central** to the outcome [12(85)(87), 13-14(48)].

Parting Thoughts

This judgment does not reinvent adjudication. It reinforces it—firmly, unapologetically, and with a faint air of judicial exasperation.

VMA's resistance was not so much a principled stand as a forensic rummage through the adjudicator's reasoning in the hope that something—anything—might qualify as a breach of natural justice. It did not. The court made clear that adjudication is not a laboratory exercise conducted under sterile conditions. It is a time-pressured, commercial mechanism designed to keep money moving, even if the arithmetic occasionally shows signs of human involvement.

The adjudicator did not go on a frolic; he went to work. He used the material before him, applied professional judgment where the evidence was imperfect, and produced a valuation that sat comfortably within the permissible range. That he reached conclusions that displeased one party is not unfairness—it is adjudication functioning exactly as intended. Errors of fact, errors of law, and approximations born of necessity are all part of the bargain. Only something plainly unjust, central, and outcome-determinative will stop enforcement. This case was nowhere near that line.

The judgment also serves as a reminder—delivered with barely concealed patience—that “natural justice” is not a synonym for “I disagree with the answer.” Nor is it a mechanism for converting valuation disputes into constitutional grievances. The court's message is blunt: pay now, argue later, and do not expect sympathy if your objections amount to little more than buyer's remorse.

In short, the adjudicator asked the right question, answered it as best he could in the time available, and produced an interim result that kept the project—and the cash flow—moving. That is not a defect in the system. It is the system. And the TCC, once again, declined to fiddle with the engine while it was doing 70 mph.

#ConstructionLaw #Adjudication #DisputeResolution #LegalUpdate #CaseLaw #DDAlegal #AdjudicationEnforcement #NaturalJustice #TechnologyAndConstructionCourt #TCC #ProjectOneLondonvVMA #TrueValueAdjudication #RoughAndReady #InterimPayment #HighCourtJustice #ConstructionDispute #JCTContract

Authorities

Case Law:

1. General Policy and Objectives of Adjudication Enforcement

- **Carillion Construction Ltd v Devonport Royal Dockyard** [\[2006\] BLR 15](#): Established that courts must respect and enforce adjudicators' decisions unless the process was "obviously unfair" or the wrong question was decided. It emphasises that adjudication is an "interim solution" to meet cash-flow requirements, where the need for a quick answer is subordinated to the need for the "right" answer. It warns against "scrabbling around" for tenuous arguments to resist payment.
- **Macob Civil Engineering Ltd v Morrison Construction Ltd** [\[1999\] BLR 93](#): Defines adjudication as an "intervening provisional stage" in dispute resolution. It establishes that adjudicators' decisions are binding and must be complied with until the dispute is finally resolved through arbitration or litigation.

2. Threshold for Materiality and Deliberate Failure

- **Pilon Limited v Breyer Group PLC** [\[2010\] EWHC 837](#): Set out the summary of principles for

natural justice in adjudication. It establishes that a failure to address a question must be "deliberate" to render a decision unenforceable, whereas an "inadvertent failure" to consider one of many issues will not ordinarily suffice. It further stipulates that any breach must be "material," meaning it has a potentially significant effect on the overall result and goes to the "heart of the dispute".

- **Lapp Industries Ltd v 1st Formations Ltd** [\[2025\] EWHC 943 \(TCC\)](#): Reaffirms that a natural justice challenge must show the adjudicator's failing went to the "heart of the dispute" and pertains to a "critical part of the decision".

3. Adjudicator Discretion and the "Frolic" Doctrine

- **Roe Brickwork v Wates Construction** [\[2013\] EWHC 3417 \(TCC\)](#): Provides that an adjudicator may reach a decision on a basis not contended for by either party, provided the parties were aware of the relevant material and the issues were "fairly canvassed". It distinguishes this from a "frolic," in which an adjudicator uses material not put before them without allowing the parties to comment.
- **KNN Coburn LLP v GD City Holdings Ltd** [\[2013\] EWHC 2879 \(TCC\)](#): Adopts and endorses the principles in *Pilon*, particularly that an inadvertent failure to address significant issues should be the "touchstone" for whether a dispute was effectively resolved.

4. General Principles of Arbitrariness and Justice

- **Maharaj v Prime Minister** [\[2016\] UKPC 37](#) [\[2017\] 2 LRC 439](#): Cited for the general legal principle that the concept of justice is the "antithesis" of "arbitrariness". The judge in the present case found this authority of "no assistance" in the specific context of an adjudicator making a "rough and ready" valuation assessment under time constraints.

Legislation:

The Statutory Framework for Construction Adjudication

- **[Housing Grants, Construction and Regeneration Act 1996](#) ("the 1996 Act"), [as amended](#)**: This Act provides the primary legal objective for the courts to respect and enforce an adjudicator's decision. It establishes a system designed to meet the "legitimate cash-flow requirements" of contractors and sub-contractors to prevent them from being driven into insolvency by wrongful withholding of payments. Under this Act, the requirement for a "quick" interim answer is prioritised over the need for a definitively "right" answer. It creates an "intervening provisional stage" in the dispute resolution process, ensuring decisions are binding and must be complied with until the dispute is finally resolved.
- **[The Scheme for Construction Contracts](#) ("the statutory scheme"), [as amended](#)**: This regulation provides the framework under which the adjudicator operates to find an interim solution that "meets the needs of the case". The judgment notes that the Scheme was not enacted to provide definitive answers to complex questions of law or facts, but rather to facilitate a speedy process. Courts will only interfere with a decision made under the Scheme in "rare circumstances," such as where the adjudicator's conduct is "obviously unfair", or the adjudicator has exceeded their jurisdiction.

Principles of Administrative and Public Law

- **General Laws Governing the Power of the State**: The judgment references the legal principle that the concept of justice is the "antithesis" of "arbitrariness". While this principle

generally governs how public authorities must exercise power over citizens in accordance with the law, the court held that the concepts of "arbitrariness" are of "no assistance" to an adjudicator making a valuation assessment under the constraints of the 1996 Act.

Legal Texts & Commentary:

The judgment in [Project One London Ltd v VMA Services Ltd \[2025\] EWHC 3304 \(TCC\)](#) relies almost exclusively on judicial precedents, the 1996 Act, and the statutory Scheme. However, it identifies the following specific legal text as the foundation for the parties' relationship and the subsequent dispute:

Standard Form Contractual Documentation

- **JCT Design and Build Sub-Contract Agreement Conditions 2016:** This is the primary legal document governing the parties' commercial and legal obligations. It was incorporated into the "Sub-Contract Order" for the mechanical works at the London site. The judgment relies on this text to establish the **Contract Sum (£387,696.36)** and the framework governing **Applications for Payment (specifically AFP8)** submitted and assessed. It provides the legal basis for the "true value" dispute, as the adjudicator was required to determine the actual value of the works performed under these specific conditions.

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ICE DRC Member

ICE DRC CPD Committee Chairman

Adjudicator Exam Question Setter for the ICE

CIArb Adjudication Panel Member since 2006

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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MATTERS ARISING

A measured conversation on [Project One London Ltd v VMA Services Ltd \[2025\] EWHC 3304 \(TCC\)](#)

This week George and Archie discuss adjudication, approximation, and the comforting elasticity of natural justice.

GEORGE:

So VMA Services must repay Project One London one hundred and two thousand pounds.

ARCHIE:

Yes. A true value adjudication.

GEORGE:

VMA said the adjudicator ignored undisputed evidence about the cost of the water tank.

ARCHIE:

He may have.

GEORGE:

And that is acceptable?

ARCHIE:

If inadvertent.

GEORGE:

So an accidental failure to consider evidence is not a breach of natural justice.

ARCHIE:

Correct.

GEORGE:

What would be?

ARCHIE:

A deliberate failure.

GEORGE:

How would one tell?

ARCHIE:

One does not.

GEORGE:

He also reduced several figures by fifty percent and described the exercise as "arbitrary".

ARCHIE:

He did.

GEORGE:

That sounds definitive.

ARCHIE:

In adjudication, "arbitrary" means approximate.

GEORGE:

And approximate means?

ARCHIE:

Sufficient for present purposes.

GEORGE:

So a valuation may be imprecise.

ARCHIE:

Rough and ready.

GEORGE:

And still binding?

ARCHIE:

Entirely.

GEORGE:

There was also the air conditioning.

The adjudicator deducted sums by reference to defective pipework.

ARCHIE:

Yes.

GEORGE:

The pipework argument concerned something else.

ARCHIE:

It concerned pipework.

GEORGE:

Elsewhere.

ARCHIE:

Thematic coherence is not a frolic.

GEORGE:

So to summarise:

If evidence is overlooked accidentally, that is acceptable.

If figures are halved approximately, that is acceptable.

If reasoning migrates between systems, that is acceptable.

ARCHIE:

Adjudication is not designed to achieve perfection.

GEORGE:

What is it designed to achieve?

ARCHIE:

An answer.

GEORGE:

So VMA pays now.

ARCHIE:

Yes.

GEORGE:

And argues later.

ARCHIE:

If it wishes.

GEORGE:

With what funds?

ARCHIE:

That is a separate question.

Satire aside, the judgment does not expand the law. It reinforces it.

Adjudication is provisional, approximate and enforceable.

Only something plainly central and obviously unfair will prevent payment.

Most things are not.