



# Top 5 Adjudication Cases of 2025

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# Agenda

Today we will cover:

- Clegg Food Projects Limited v Prestige Car Direct Properties Limited.
- Construction Muzzy Limited v Davis Construction (South East) Limited.
- RNJM Limited v Purpose Social Homes Limited.
- London Eco Homes Limited v Raise Now Ealing Limited.
- VMA Services Limited v Project One London Limited.

The webinar will conclude with a question and answer session.

# Clegg Food Projects Limited v Prestige Car Direct Properties Limited

# Background

## Clegg Food Projects Limited v Prestige Car Direct Properties Limited

- Dispute over valuation of application for payment.
- Adjudicator requested to determine the valuation. Adjudicator permitted to make a valuation of “such other sum as the adjudicator may decide”.
- Adjudicator applied their own “fair and reasonable” rate to the valuation.
- The adjudicator’s decision was rejected due to allegations of: (i) a breach of natural justice and (ii) insufficient reasons being provided for the decision.

# Decision

## Clegg Food Projects Limited v Prestige Car Direct Properties Limited

- The parties not being invited to make submissions regarding the valuation award was not a breach of natural justice.
- Sufficient reasons were provided. The adjudicator was not required to determine the value of every individual item.
- Even if insufficient reasons were provided, “substantial prejudice” would have to be proved.

# Construction Muzzy Limited v Davis Construction (South East) Limited

# Background

## Construction Muzzy Limited v Davis Construction (South East) Limited

- Two individual construction sub-contracts for quality works were entered.
- Contractor was asked to stop work on site due to poor performance.
- Adjudication proceedings raised in two individual construction sub-contracts.
- The employer refused to comply with the two adjudication decisions.

# Decision

## Construction Muzzy Limited v Davis Construction (South East) Limited

- The employer argued the adjudication decisions were unenforceable as:
  - Undue weight was placed on an unsolicited surrejoinder;
  - The adjudicator had a lack of jurisdiction and ought to have resigned; and
  - A predetermined approach was taken to one of the adjudications.
- The court rejected all three of the arguments.

# RNJM Limited v Purpose Social Homes Limited

# Background

## RNJM Limited v Purpose Social Homes Limited

- Contract entered for the construction of an apartment block.
- A series of adjudications ensued. The second, third, and fourth adjudications were all dealt with by the same adjudicator.
- Before the fifth adjudication, RNJM asked for a different adjudicator to be appointed due to an alleged conflict of interest.
- The fifth adjudicator found in favour of RNJM.
- The opposing party refused to comply claiming unfair prejudice had been caused due to a false representation.

# Decision

## RNJM Limited v Purpose Social Homes Limited

- The court agreed that RNJM's misrepresentation caused unfair prejudice.
- There was a realistic prospect of success in proving that the false statement was made either deliberately or recklessly.
- RNJM failed to lead sufficient evidence to demonstrate the statement was truthful.

# London Eco Homes Limited v Raise Now Ealing Limited

# Background

## London Eco Homes Limited v Raise Now Ealing Limited

- Several disputes arose between parties under a JCT Intermediate Building Contract.
- The contract permitted disputes to be referred to adjudication.
- The parties entered into a written settlement agreement to resolve the disputes.
- The settlement sum was not paid, and the issue was referred to adjudication.
- The decision was not complied with due to an argument the adjudicator had no jurisdiction.

# Decision

## London Eco Homes Limited v Raise Now Ealing Limited

- The refusing party argued the settlement agreement was a standalone contract due to the entire agreement clause.
- If the contract was a standalone agreement, the adjudication provisions would not apply.
- The court disagreed holding the settlement agreement was a variation to the original contract.
- The adjudicator accordingly had jurisdiction.

# VMA Services Limited v Project One London Limited

# Background

## VMA Services Limited v Project One London Limited

- Contract entered for the design and installation of mechanism works. The contract contained the standard interim payment provisions.
- VMA submitted a payment application and no payment notice or pay less notice was received in response.
- The value sought by VMA became the Notified Sum under the Construction Act.
- True value adjudication proceedings were brought but VMA argued they could not commence as the Notified Sum remained outstanding.

# Decision

## VMA Services Limited v Project One London Limited

- The adjudicator agreed with VMA that the Notified Sum ought to be paid before any true value proceedings could be raised.
- The court upheld this decision confirming that a “smash and grab” defence to a true value adjudication can be successful.
- It was clarified that if no valid payment notice or pay less notice is issued, the sum sought in the payment application automatically becomes payable as the Notified Sum.

Questions?



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