



## INTRODUCTION

SHAMAN KAPOOR

Call 1999

EDITOR



Having reported last about four of our members having been heavily involved in the Emissions litigation on behalf of three separate car manufacturers, we can report yet another Costs Management Hearing (3rd) in that case, demonstrating yet again the reach of Costs Budgeting even in the most complex litigation. The new edition of the White Book Costs & Funding supplement has hit the shelves, and five of our members remain involved in that work. News on the recent *Gambling Commission* case (May 2026) before Mrs. Justice Joanna Smith DBE has circulated, providing an excellent example of an indemnity costs order being made with a 75% payment on account in favour of the client I had the pleasure of advising behind the scenes.

Still, we hear nothing about legislation addressing PACCAR. But in positive news, the “Litigation Funding Working Group”, which first reported in October 2024 [Chaired by Mr. Justice Adam Johnson and which includes Senior Costs Judge Rowley] is gathering evidence through consultation which closes on 16 July 2026. The Master of the Rolls having observed that the distinction between contentious and non-contentious costs was outdated, the Working Group is looking to develop a better scheme and reform to the Solicitors Act 1974.

At the time of writing, we are coming out of an exceptionally busy London International Disputes Week 2026. There was much useful “BD” done, and plenty to discuss about costs and funding. We are proud to have completed this year’s London Legal Walk 2026, If you are able to make a donation, however large or small, our donation page can be found [here](#). You will know that all contributions go to frontline free legal advice charities, which, I am sure you will agree, is a most valuable cause.

With all that said, this edition showcases contributions from our formidable juniors:

- **Daniel Kozelko** examines the Court of Appeal reversal in *Attersley* (March 2026), which reinstated the application of fixed costs even where a Part 36 offer was accepted late, and notwithstanding allocation to the multi-track in between.
- Whilst exhaling with (uncertain) satisfaction that all is now at least clear on fixed costs, **Christopher Moss** causes another sharp intake! He reports on a High Court decision in *Latunji* (February 2026), where the Court departed from the fixed costs regime specifically arising out of the conduct of a defendant to third-party debt orders. Unusual, exceptional or out of the norm? A good examination of the different thresholds...
- When is a winner a winner, and a loser a loser? The general rule that the loser pays comes under **Sam Burrett's** microscope, in the High Court decision in *Cook* (May 2026). There, Mr. Justice Sweeting emphasised the need for "significant reason" before departing from the general rule.
- Finally, the Court of Appeal in *Duffy* (February 2026) has given **Daniel Laking** pause for valuable thought. Failing to correctly certify a bill of costs was not fatal, said the Court of Appeal. Well, what's in a signature? Quite a bit, apparently.

Plenty to keep you busy over the summer months...with hopefully a break to come! Keep an eye out for 39 events, and as we are fuelling the speakers for the Costs Law Reports Seminar in September 2026, we'll see you then if not before!



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## A 'FIX' TO THE LACUNA IN FIXED COSTS? *ATTERSLEY V UK INSURANCE LTD* [2026] EWCA CIV 217

DANIEL KOZELKO

Call 2018



### Introduction

In the June 2025 edition of this newsletter, I reported on the recent judgment of Stacey J in *Attersley* in the High Court ([2025] EWHC 884 (KB)). There, Stacey J was faced with the question "will a claimant be entitled to fixed costs, or costs assessed on the standard basis, up to the point of the expiry of the relevant period of a Part 36 offer that she accepted late, where a claim began under the RTA Protocol but exited and became a Part 7 claim?". Stacey J answered the question by holding that fixed costs would not apply. Now, the Court of Appeal (Miles, Lewison, Falk LJ) has disagreed and overturned this: fixed costs will continue to apply in such circumstances.

### Background

It will help to repeat the background. The claimant was involved in a road traffic accident with the defendant on 9 March 2018. She submitted a claim notification (an RTA1) under the RTA Protocol on 19 March 2018 (and thereby became subject to the fixed costs regime). At the defendant's request, the claim exited the RTA Protocol on 9 April 2018 as there was a dispute as to liability. On 12 February 2021 the claimant issued Part 7 proceeding, and on 4 March 2021 a defence was filed admitting liability along with a Part 36 offer. That Part 36 offer was not accepted by the claimant within the relevant period (ending 25 March 2021). On 5 January 2022 the claim was allocated to the multi-track. Finally, on 8 July 2022, the claimant accepted the defendant's Part 36 offer.

### CPR Provisions

There was no doubt that, had the claimant accepted the Part 36 offer within the relevant period, fixed costs would have applied. The question, then, was what happens when the Part 36 offer is accepted late and, importantly, after the claim is allocated to the multi-track. Rule 45.29B at that time provided:

*Subject to rules 45.29F, 45.29G, 45.29H and 45.29J, and for as long as the case is not allocated to the multi-track, if in a claim started under the RTA Protocol, the Claim Notification is submitted on or after 31st July 2013, the only costs allowed are –*

*The fixed costs in rule 45.29C*

*Disbursements in accordance with rule 45.29I*

The words 'and for as long as the case is not allocated to the multi-track' were added subsequent to the decision in *Qader*. The other key provision is r36.20 which at that time provided for a claim which 'no longer continues under the RTA... Protocol pursuant to rule 45.29(1)':

*(2) Where a Part 36 offer is accepted within the relevant period, the claimant is entitled to the fixed costs in Table 6B, Table 6C or Table 6D in Section IIIA of Part 45 for the stage applicable at the date on which notice of acceptance was served on the offeror.*

...

*(4) [Subject to provisions not in issue], where a defendant's Part 36 offer is accepted after the relevant period –*

*a) the claimant will be entitled to the fixed costs in Table 6B, Table 6C or Table 6D in Section IIIA of Part 45 for the stage applicable at the date on which the relevant period expired; and*

*b) the claimant will be liable for the defendant's costs for the period from the date of expiry of the relevant period to the date of acceptance.*

### The judgment below

In concluding that fixed costs would not apply, Stacey J was impressed upon by the earlier

judgment of Briggs LJ in *Qader v Esure* [2016] EWCA Civ 1109 where he noted ‘fixed costs were not intended to apply where there had been a judicial determination that a claim issued in Pt 7 should be allocated to the multi-track’. The rationale is that the relevant Protocols and fixed costs regime were only suitable for smaller, less complicated claims. This did not describe a multi-track claim. Thus, upon a claim being allocated to the multi-track, it became apparent that the *Qader* reasoning no longer applied. Stacey J rejected the argument that this would lead to claimants gaming the system (by delaying acceptance), and fixing costs would result in claimants withholding their claims from issuance until the value was clear. That was not desirable. She concluded that fixing the costs was more unfair than the significant windfall of not fixing the costs in such circumstances.

### The judgment

Males LJ rejected the conclusion reached by Stacey J. He considered critical the question to be when the relevant period for the offer expires, rather than when the offer was accepted. He considered this to be a straightforward reading of r36.20(4), which fixed in time the relevant costs regime by reference to the relevant period. Rule 45.29B did not require an approach which treated a claim, once allocated to the multi-track, as having **never** previously fallen within Section IIIA of Part 45. As to *Qader*, it was a case concerned purely with Part 45; it did not address the interplay with Part 36, nor to provide retrospective effect of allocation to such offers. Rather, a more straightforward approach to reading the rule, and for understanding the words “and for so long as the claim is not allocated to the multi-track”, should apply.

Males LJ considered this to fit with the reasoning in *Qader*, as it avoided the uncertainty of guessing whether a case would fall within the Part 45 regime. The approach here would avoid uncertainty of the consequences of the acceptance of an offer. There was no conflict between r36.20 nor 45.29B, but if there was, the

more specific rule in the former would overtake the general rule in the latter.

The court disagreed with the contrary view of Stacey J that fixing the costs was more unfair than the windfall for claimants. It was noted a surprising outcome that Part 36 would occasion a windfall on the claimant as a result of the defendant’s offer; the point of a defendant’s Part 36 offer was to put the claimant at risk. The approach accepted by Stacey J provided a positive reason to delay a decision and incur more costs, in circumstances where the relevant period was considered to be a reasonable period within which to accept an offer. As to the suggestion that a defendant could withdraw the offer; that was misplaced as withdrawal of such an offer would erode the protection intended by the scheme for the defendant.

Finally, the court noted that the Rules Committee may wish to consider the case where an offer is made in an ex-Protocol case where the offer is made (or the relevant period ends) after allocation to the multi-track. While noting the issue (and stating he would not express any concluded view), Males LJ did appear to suggest that in such circumstances the default rule in r36.13 would apply and costs would be recoverable on the standard basis.

### Comment

This is an important clarification to the rules which appears to more reflect the spirit of a defendant’s Part 36 offer. It removes the incentive to delay decisions on offers, and minimises the reliance of proceedings on a contingent event in the future (allocation). While an issue in only niche circumstances, it is helpful to have the purpose and scope of such fixed costs once again clarified.

## LATUNJI V ONE SAVINGS BANK PLC [2026] EWHC 1023 (CH) DEPARTURE FROM FIXED COSTS

CHRISTOPHER MOSS

Call 2021



### Introduction

In *Latunji v One Savings Bank Pltd* [2026] EWHC 1023 (Ch) Deputy Master Glover considered the costs that should follow from the Claimant's successful application to make final several third-party debt orders and determined that it was appropriate to depart from the fixed costs regime.

### Background and facts

The underlying proceedings arose from possession orders made in 2024 against two properties owned by the Defendant as a result of mortgage arrears. Enforcement proceedings were issued in October 2025, the Defendant opposed these and made an application for an injunction preventing the Claimant from taking or continuing any enforcement action in relation to the two properties. This application was dismissed on 28 October 2025 and the Defendant ordered to pay the Claimant's costs of £14,000. The Defendant did not appeal against this costs order and also failed to pay the assessed sum.

The Claimant bank applied for various third-party debt orders against bank accounts held by the Defendant which they sought to make final at the hearing before Deputy Master Glover. The Defendant opposed the Claimant's application and applied to set aside/stay the underlying costs orders. The Defendant's application was multi-faceted and required the claimant to instruct counsel and prepare hearing bundles. The defendant's applications failed and the question arose as to whether it was appropriate for fixed costs to apply.

CPR 45.16(1) provides that "in any case to which

this Section applies [Commencement, Entry of Judgment and Enforcement], unless the court orders otherwise, the only costs allowed in respect of a legal representative's charges are those specified in this Section", CPR 46.23 and PD45 Table 7 set out that the applicable fixed costs were £98.50 per application.

### Judgment

Deputy Master Glover held that it was appropriate for costs to be assessed, rather than for the usual fixed costs to apply. Materially:

[36]: "Third-party debt order applications are largely formulaic, particularly where they are based on debts that have accrued under judgments of a court, as in this case. **Mr Latunji has elected to resist these applications for third-party debt orders and he has sought to resist them robustly. He has issued a number of applications within this phase of the claim. He has filed various witness statements and documents, the contents of which, while certainly advertising and addressing his core complaint and concern about the bank's entitlement to enforce under the mortgage, have not actually advanced a meritorious response to the discrete third-party debt order applications. Nonetheless, they have required the court and the creditor, namely the bank, to have to engage with the material that Mr Latunji has provided, as well as to engage with the correspondence passing between the parties. This has become a complex application for third-party debt orders, and a fully contested final hearing for final third-party debt orders, and, in my judgment, it is entirely right to disapply the fixed costs regime.**"

(Emphasis added)

### Comment

For those specifically concerned with fixed costs applicable to third-party debt orders, although not cited by the Deputy Master, the issue has been considered on other occasions. Notably by Akenhead J in *Amber Construction Services Ltd v London Interspace HG Ltd* [2007] EWHC 3042

(TCC) whose judgment was applied to the new fixed costs regime by Judge Paul Matthews in *Chedington Events Ltd v Brake* [2024] EWHC 384 (Ch). Materially, Judge Paul Matthews held:

*[20] “The FRC for a final TPDO is appropriate for what Akenhead J calls “debt collection exercises”. These will include cases where there is no dispute that there is a debt due from the third party to the judgment debtor, and where there is no substantive opposition to the making of the final TPDO. In the present case, however, the whole process has been fought tooth and nail by the defendants. Every possible obstacle has been thrown in the way of the claimant. Because every step has been vigorously challenged, the claimant has been required to deal with each procedural step fully and carefully. As a result, counsel has been fully involved.”*

*[21] “...as Scarman LJ once said, in a quite different context, if you “act out the part of Hampden, you have got to be right”: **R v Reid** [1973] 1 WLR 1284, 1289. So, if they are wrong, and have put the claimant to considerable expense to obtain the order it sought, then the court is likely to “order otherwise” and make an order for the payment of substantive costs under Part 44.”*

With respect to fixed costs more widely, there has understandably been greater interest in the circumstances when a departure from fixed costs may be justified given, they now apply to most claims up to £100,000 on the Fast and Intermediate Tracks.

Inevitably, each case will turn on its facts and the extent to which *Latunji* is of wider utility to parties seeking to depart from fixed costs on the Fast and Intermediate Tracks is questionable given the different rules that apply. CPR 45.16(1) allows for the departure from fixed costs in relation to commencement, entry of judgment and enforcement where the court “orders otherwise”. This is to be contrasted with the higher bar set by CPR 45.9(1) which applies to fixed costs on the Fast and Intermediate Track where the court

must be satisfied that there are “exceptional circumstances” justifying disapplication.

The wider lesson from *Latunji* is that fixed costs now cover an extremely wide range of proceedings and inevitably there will be circumstances taking an application or case significantly out of the norm. It will likely take less to convince a court to depart from the fixed costs otherwise applicable to a complicated third-party debt order, given the intention that these procedures are intended to be swift and not likely to face substantive opposition, than the more comprehensive regime applicable on the Fast and Intermediate Track. Nonetheless, *Latunji* provides a helpful reminder to consider seeking a departure from fixed costs where proceedings have gone significantly out of the norm, and extensive work and costs have had to be incurred.

## LOSER PAYS: *COOK V SKEGGS* [2026] EWHC 1132 (KB)

SAM BURRETT

Call 2013



### Introduction

In *Cook v Skeggs* [2026] EWHC 1132 (KB), Sweeting J allowed an appeal against a costs order that the defendant – who had successfully resisted the claimant’s strike out / summary judgment application – pay 80% of the claimant’s costs of that application. The central question on appeal was whether the first instance judge had been wrong to depart so dramatically from the general rule that costs follow the event, or the loser pays.

### Background

The underlying proceedings arose from the claimant’s possession claim following his 2022 purchase of a property from the defendant for £250,000 – a property she had originally bought for £560,000 in 2017. The claimant maintained

the transaction was voluntary; the defendant, who described herself as a vulnerable woman, alleged a conspiracy to defraud.

In May 2024, the claimant issued an application for strike out and/or summary judgment asserting that the defendant had no proper basis to assert a conspiracy. That application eventually came before HHJ Parker on 2 January 2025. Shortly before, the defendant's counsel proposed amendments to her defence. HHJ Parker permitted most (but not all) of those amendments and dismissed the claimant's application. As to summary judgment, he found that the application failed "by a quite a large margin" and would have failed even without the late amendments to the defence. As to strike out, he was apparently unpersuaded by the submissions as to the alleged defects in the defence but, in any event, considered that the late amendments cured them.

Despite that decision, at a subsequent hearing on 12 March 2025, HHJ Parker ordered the defendant pay 80% of the claimant's costs of the application, reasoning primarily that the application had been "substantially justified" when first made and that the defendant's late amendments had "completely changed the picture". The defendant appealed that order.

### The Appeal

Sweeting J allowed the appeal and exercised the cost decision afresh.

At §79, he observed that there was an obvious requirement for cost regimes to be predictable to allow informed decisions to be made, and advice given, about the merits and consequences of steps taken in litigation. He said that the touchstone for deciding the incidence of costs is an assessment of which party had won. He cited Freedman J's observation in *Matrix Receivables v Must Holdings Limited* [2024] EWHC 2167 (Ch) at §27:

*"Further, it is important to identify the reasoning why the usual order on a summary judgment or strike out application is that the unsuccessful*

*party should pay the costs. That is in part because of the regime within CPR 44.2(2). It is also because of a symmetry. In the event that the applicant is successful, the action comes to an end and the applicant generally recovers the costs of the action. So likewise, if the strategy does not pay off and the applicant loses, the applicant stands to bear the costs. It is a disincentive to interlocutory applications to know that this starting point exists and operates in practice. If it becomes watered down, then the impact of deterring or inhibiting interlocutory applications is reduced."*

In the present case, Sweeting J said it was not difficult to identify the "overall winner" given there was no issue on which the claimant had lost (§72).

He cited the Court of Appeal's guidance in *Johnsey Estates v Secretary of State for the Environment, Transport and the Regions* [2001] EWCA Civ 535 that a judge may deprive a party of their costs on an issue on which they had succeeded if satisfied that the party had behaved unreasonably in relation to that issue (§72). He observed, however, that not only had HHJ Parker deprived the defendant of her costs of the application, he went further and ordered the defendant to pay the claimant's costs, despite the fact she had succeeded (§73).

He held that the HHJ Parker's reasoning that the late amends to the defence had "completely changed the picture" did not stand scrutiny and was difficult to reconcile with his finding that the summary judgment application would have failed irrespective of the amends. He found it difficult to see how the "predictable legal result" could have been that the claimant could embark on the application on the basis that he would receive his cost irrespective of the outcome (§81).

He took the view that there would have to be "a significant reason" grounded in the defendant's conduct for reversing the usual rule that the loser pays. As there was not, he concluded that HHJ Parker's decision was wrong because it did not

properly reflect the outcome of the hearing and the relative success of the parties (§81). Sweeting J, therefore, went on to exercise the cost decision afresh. He noted the practical difficulties in making an issues-based costs order such that in many cases judges can and should reflect the relative success of the parties by making a proportionate costs order (§84). He essentially reversed the decision and ordered the claimant pay 75% of the defendant's costs of the application, the 25% reduction reflecting the defendant's conduct in applying to amend the defence late which went to the strike out application.

### Conclusion

The decision serves as a useful restatement of the general rule under CPR 44.2(2) that the loser pays (subject to well-known exceptions e.g. relief from sanction and amendment applications). It makes clear that the rule should not be displaced lightly and absent "*significant reason*". As Sweeting J emphasised, the rule play a critical role in both ensuring the cost regime remains predictable and deterring the unreasonable pursuit and opposition of interlocutory applications. It is vital, therefore, that it is not watered down or eroded. The decision also acts as a reminder that parties cannot have their cake and it – if you chase the reward of succeeding on an interlocutory application, you cannot expect to avoid the attendant costs risk of losing. The outcome of the application matters, and the costs order should reflect it.

## DOES FAILURE TO CORRECTLY CERTIFY A BILL RENDER IT A NULLITY? *DUFFY V BIRMINGHAM CITY COUNCIL* CONSIDERED

DANIEL LAKING

Call 2015



In *Duffy v Birmingham City Council* [2026] EWCA Civ 146, the Court of Appeal considered whether failing to correctly certify a bill of costs in a detailed assessment rendered it invalid.

### Facts

Ms Duffy brought proceedings for disrepair against the Council. Those proceedings were settled on terms that the Council would pay Ms Duffy's costs to be assessed if not agreed. On 16 November 2022 the Claimant served a notice of commencement and a bill of costs totalling £26,809.60. The bill was signed by her solicitors in the usual way. The solicitor had ticked the box next to the statement, "the bill is both accurate and complete" but had not ticked the box next to the statement "...the costs claimed herein do not exceed the costs which the receiving party is liable to pay to me / my firm" (in other words, the indemnity principle certification).

The Council failed to file and serve Points of Dispute, and the Claimant requested a default costs certificate which was issued on 9 January 2023. On 18 May 2023 the Council applied to set aside the default costs certificate on the basis that it had not been properly served, and the bill was invalid due to the failure to certify compliance with the indemnity principle.

At first instance, the District Judge determined that the bill had not been validly served and therefore the default costs certificate should be set aside. The Circuit Judge overturned that decision on appeal, finding that the Council had indicated it would accept service by email and thus that the

service of the notice of commencement and the bill of costs was valid. The Council conceded at the hearing before the Circuit Judge that any defects in the bill did not remove the obligation on the Council to file points of dispute and that a defective bill of costs was not an automatic basis to set aside a default certificate.

### The Council's Argument

The Council conceded that not all failures to comply with the mandatory requirements of PD47 would render the bill a nullity, but that a failure to certify compliance with the indemnity principle was of a different order. The indemnity principle was a fundamental cornerstone of costs law, and thus a failure to comply with that certification was serious.

### The Court of Appeal's Decision

First, as will be apparent from the Council's arguments on appeal, the Court of Appeal allowed the Council to withdraw its concession regarding certification. The judgment contains a helpful reminder that, where an argument on appeal is a 'pure point of law' a party may be permitted to raise it notwithstanding it was not argued below, provided the responding party can deal with it and can be compensated in costs (see [3] of the judgment).

On the substantive issue, the Court of Appeal held that the failure to properly certify the Bill did not render it invalid or a nullity. The Court noted that CPR r47.6(1) required detailed assessment proceedings to be commenced by way of a copy of the bill of costs which complied with Practice Direction 47. PD 47 paragraph 5.21 contained a mandatory provision that the bill should be certified appropriately. However, *Bailey v IBC Vehicles* [1998] 2 Costs LR 46 was authority for the proposition that the signature itself was confirmation that the bill complied with the indemnity principle. No separate certificate of compliance with the indemnity principle was necessary. There was no justification for treating a breach of the requirement of PD47 as fatal to the

validity of the bill given that the signature on the bill constituted implicit certification. The Court also noted CPR r3.10 which provides that an error of procedure does not invalidate any step taken in the proceedings.

The Court held at [27]:

*"...the failure to provide express certification, particularly if not explained or remedied when queried, might well justify a challenge by the paying party or an order by the Costs Judge that supporting evidence be provided. It would not, however, justify the non-service of points of dispute in which such a challenge would properly be made or prefaced."*

The bill was therefore validly certified notwithstanding the non-compliance with PD47, and there was no basis to set aside the default costs certificate.

### Practice Note

This case provides helpful authority to receiving parties whose bills are challenged for inadvertent defects or relatively minor non-compliance. Even where mandatory requirements of the Practice Directions are not complied with, the bill will still be valid provided it has been signed. If paying parties want to take issue with the bill, they should do so within the Points of Dispute. A failure to file PODs is a dangerous step.

It is worth noting, however, that the Court of Appeal was only determining whether the bill was invalid from the outset. The Court did not determine when a bill should be struck out for non-compliance. Thus, it is still open to paying parties to argue, consistent with cases such as *Barking, Havering & Redbridge University Hospitals v AKC* [2022] Costs LR 1095 that non-compliance should be punished in some lesser but still significant manner. Also, remember that the bill in *Duffy* was signed. The Court of Appeal didn't decide whether a bill that was not certified at all would be valid, and that remains open for argument in a future case.

## CONTRIBUTORS

### SHAMAN KAPOOR

Call **1999**



Shaman specialises in costs and litigation funding together with a broader practice in commercial and common law litigation and group action work. He appears regularly in the High Court and the Senior Courts Costs Office, often involved in appellate work or complex points of principle and injunctive relief. His recent involvement in group action work includes the claims against the regulatory bodies in the sport of rugby in the concussion litigation and the civil claims arising out of the Grenfell Tower tragedy. He has experience of representing professional sports players in anti-doping proceedings and has contributed to the editorial work towards

the regulation of British Wrestling. He is a Fellow of the Chartered Institute of Arbitrators, having specialised in international arbitration, and receives instructions domestically and internationally. He is a frequent speaker at key seminars on the costs and funding calendar and a contributing editor to Thomson Reuters' *"Costs & Funding following the Civil Justice Reforms: Questions & Answers"*, The White Book. He is a Lead Advocacy Tutor for Lincoln's Inn and has been ranked by the Directories as a leading junior for many years. He is the editor of our bi-annual Costs Newsletter (*3+9 = Costs*) and is joint-head of Chambers' Costs Group. He is appointed as a member of Chambers' Management Board and separately appointed as a school Governor. He is a qualified Mediator and is an appointed Deputy District Judge.

[shaman.kapoor@39essex.com](mailto:shaman.kapoor@39essex.com)

### SAM BURRETT

Call **2013**



Sam practises across the range of chambers' civil liability work, specialising principally in costs, personal injury, clinical negligence, commercial and sports matters. He also has a particular expertise in public inquiries and investigations and is currently instructed as junior counsel to the Grenfell Tower Inquiry. He is a member of Chambers' specialist costs team. He is frequently instructed to advise in 'between the

parties' and 'solicitor own client' costs disputes and to represent in detailed assessment hearings and related applications. He has particular expertise with issues concerning enforceability of retainers, misconduct applications under CPR 44.11 and the operation of the fixed recoverable costs regime. He is also experienced in the range of costs matters associated with civil litigation, including costs and case management conferences (CCMCs), wasted costs and indemnity costs applications, Part 36 offers, and exceptions to qualified one-way cost shifting.

[samuel.burrett@39essex.com](mailto:samuel.burrett@39essex.com)

## CONTRIBUTORS

## DANIEL LAKING

Call 2015



Daniel has a broad civil practice, and specialises principally in the fields of personal injury and clinical negligence, insurance fraud, costs, inquests and inquiries, and health and safety. In his costs law practice he has been instructed in cases dealing with a wide range of costs issues such as the recoverability of ATE premiums and joint/several liability. He is familiar with the law in respect of both pre- and post-LASPO costs and is available to advise on tactics and procedure in relation to Detailed Assessment Hearings and related applications. He is also available to assist in cases where he specialisms overlap, for

example recovering costs of inquest proceedings in subsequent civil litigation. As a personal injury specialist, Daniel is familiar with all aspects of costs as they relate to PI and clinical negligence cases. He is frequently instructed in Costs and Case Management Conferences as well as costs applications that arise in civil proceedings. He has a full understanding of the exceptions to Qualified One-Way Costs Shifting and has been successful in recovering costs under both CPR r44.15 and CPR r44.16 in bespoke applications. He has also been instructed in applications for wasted and indemnity costs as well as in relation to Part 36 offers. He is currently instructed as junior counsel to the Grenfell Tower Inquiry alongside his court practice.

[daniel.laking@39essex.com](mailto:daniel.laking@39essex.com)

## DANIEL KOZELKO

Call 2018



Daniel accepts instructions in a variety of costs matters, and regularly appears in the County Court in cases raising costs issues. His costs practice also reaches across various areas of

Chambers practice, including costs disputes in planning and regulatory matters. While a Judicial Assistant at the Supreme Court, Daniel worked on a number of costs cases including *CPRE Kent v Secretary of State for Communities and Local Government* [2021] UKSC 36. Daniel has also recently been involved in providing costs training to medical defence insurers.

[daniel.kozelko@39essex.com](mailto:daniel.kozelko@39essex.com)

## CHRISTOPHER MOSS

Call 2021



Christopher accepts instructions in a variety of costs matters. He currently works one day a week with the costs team of a National law firm advising on, and drafting pleadings and witness statements in relation to costs and funding disputes. He assisted Nicola Greaney KC, acting for the successful *Class Representative in Alex Neill Class Representative Limited v Sony* [2023] CAT 73, the first decision to address the validity

of a PCR's funding arrangements following the Supreme Court's judgment in *Paccar*. Christopher also recently acted for APIL, led by Katherine Apps KC, in a judicial review of elements of the new fixed costs regime which concluded by consent following concessions by the Government. Christopher regularly appears in the County Court on a variety of costs matters and has also been instructed to appear in the Senior Courts Costs Office, and Family Court where he successfully opposed the making of a non-party costs order.

[christopher.moss@39essex.com](mailto:christopher.moss@39essex.com)

---

Chief Executive Officer: **Lindsay Scott**

Director of Clerking: **Andrew Poyser**


**39essex.com**

**020 7832 1111**

---

**LONDON**

81 Chancery Lane  
London  
WC2A 1DD  
DX: London/Chancery Lane 298


 +44 (0)20 7832 1111

**DUBAI**

Dubai International Financial Centre  
(DIFC)  
Innovation Hub  
Gate Avenue  
Zone D – Level 1  
AL Mustaqbal St  
UAE


**SINGAPORE**

28 Maxwell Road  
#04-03 & #04-04  
Maxwell Chambers Suites  
Singapore 069120

 +65 6320 9272

**KUALA LUMPUR**

#02-9  
Bangunan Sulaiman  
Jalan Sultan Hishamuddin  
50000 Kuala Lumpur  
Malaysia

 +60 32 271 1085

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