Michael Hartman



Door Tenant
CALLED 1976

Michael Hartman practices in the civil bar mainly in Chancery matters involving contracts, trusts, and fraud.

Background and Expertise

Michael's strengths lie in his analysis of legal concepts and his determination to get a favourable result for his clients. In Court he represents his client's lawful rights as forcefully as the law allows and puts the arguments of his client in even stronger terms.

As a long-established practitioner, he is now frequently called upon to represent clients facing or bringing difficult and complex claims. The value of these claims range from thousands to many millions of pounds.

Some examples include cases where the client felt he must claim:

1. A client had made some mortgage arrangements with a bank, worth about £1m in borrowings. He later realised the repayments were unfair to him. The bank eventually offered a settlement agreement but when he came to work out the details, the bank did

not disclose what were to be the actual dates for maturity and repayment. The settlement somehow concealed that he still could not repay the loans within the time periods claimed by the bank. One real problem is that Courts do not willingly overturn settlement agreements. But there was an issue on which he could fight to the Court of Appeal; it turned on the interpretation of the Property Act which required, in complex terms, every term of his mortgage to be in writing and here the dates for repayment of the mortgages had not been formally agreed. The bank is still having problems complying with its terms.

2. Counsel was asked what happens when a Liechtenstein trustee of a trust decides after the death of the benefactor that it will not pay out the trust monies and assets, say nearly $1billion held on discretionary trusts, to any of the beneficiaries. At the same time, the trust monies were being depleted at an alarming rate by the trustees. Once again counsel was asked to advise on the interpretation of contracts, statutes and trusts. Not easy when, as in Liechtenstein, the law is that a discretionary beneficiary has no right to make any claims on the trust. After establishing the true meaning of the trust, the battle became one of nailing down the missing money and the missing trustees. Even Liechtenstein Trusts can be challenged Internationally.

Notable Cases

Direct Public Access

Helal Uddin Abbas (Claimant) V Shah Yousuf (Defendant) & Saleha Ali (Respondent), 2014

An application by the defendant to a libel action for a non-party disclosure order was premature: he had not served a defence, meaning that he had as yet no "case" for the purposes of the CPR r.31.17(3)(a).

DEFAMATION - CIVIL PROCEDURE

[2014] EWHC 662 (QB)

QBD (Tugendhat J) 18/03/2014

References: LTL 24/3/2014

Direct Public Access

Financial Crime

Perry V Dieter Neupert, 2019

Advised on strategy to recover Lichtenstein trust funds held after the death of the wealthy father. Careful analysis of Trust documents to resolve the basis upon which trustees could deny beneficiaries properly entitled to almost £1billion. A route was established to prove the falsification of the underlying basis upon which funds were with held.

AMF V Snowie And 5 Others, 2018

Defending allegations by French authorities of insider dealings re: £1m. Careful and open dealings and provision of evidence by statements concerning all relevant investments with and to the Court prosecutor. Resulted in acquittal on all charges.

Anthony James Cole V Liam Paul Paris Howlett & Ors, 2017

It had been an illegitimate exercise of the court's power under CPR r.3.1(7) to vary an order so that a bankrupt claimant was allowed to amend his claim form and particulars of claim to plead an assignment of the causes of action to him by the Official Receiver where there had not been a material change of circumstances; rather, the judge had simply changed his mind. The possibility of such an assignment happening had already been contemplated by the judge in refusing an adjournment on the issue.

CIVIL PROCEDURE - CPR - INTELLECTUAL PROPERTY - INSOLVENCYCA

(Civ Div) (Gloster LJ, Lewison LJ) 20/07/2017

References: LTL 21/7/2017 EXTEMPORE : [2018] BPIR 49 : [2017]

(1) Atul Kumar Bhardwaj (2) Superna Sareen Bhardwaj V Royal Bank Of Scotland, 2017

An issue that a settlement agreement was too uncertain to be enforced had been abandoned at trial and permission to raise that issue on appeal was refused. In any event an appeal on that issue would have failed: the parties had proceeded on the common understanding that new loan facilities would have the same repayment dates as the facilities that were being replaced and the settlement agreement was to be interpreted on that basis.

CIVIL PROCEDURE - BANKING AND FINANCE - REAL PROPERTY - CONTRACTS

[2017] EWHC 340 (Ch)Ch D (John Baldwin QC) 28/02/2017

Ahmad & ORS V Bank Of Scotland Plc & Ors, 2016

A cause of action estoppel created by the dismissal of a defence and counterclaim to a bank's claim for payment of a company's debts under personal guarantees precluded the making of a fresh claim by the guarantors against the bank for damages for an alleged breach of an agreement regarding the appointment of receivers.

CIVIL PROCEDURE - BANKING AND FINANCE

[2016] EWCA Civ 602CA (Civ Div) (Lewison LJ, Gloster LJ) 24/06/2016

References: LTL 24/6/2016

Bellcrown Associates Ltd V Royal Bank Of Scotland Plc, 2015

A master had been entitled to refuse an application for a further extension of time for service of a claim form where the application had been made late, and there were no exceptional circumstances that would have justified an extension.

CIVIL PROCEDURE

[2015] EWHC 1845 (QB)

QBD (Judge Seymour QC) 17/03/2015

Phonepayplus Ltd V (1) Waqar Ashraf (2) Mahmoona Hussain, 2014

An enforcement authority's power to impose fines on premium-rate telecommunications providers was not ultra vires. Although the Codcode of practice under which the authority acted not refer to the restrictions on imposing fines in the Communications Act 2003 s.123, Those restrictions applied as if expressly incorporated in the Code.

TELECOMMUNICATIONS

[2014] EWHC 4303 (Ch)

Ch D (R Hollington QC) 19/12/2014

References: LTL 2/1/2015 : [2015] Bus LR 567

References: LTL 18/3/2015 EXTEMPORE

References: LTL 8/3/2017

7 WLUK 46

Finkel V Borowiec, 2012

A claim for repayment of loans made by family, who mortgaged their home, to assist a member of the family in the purchase of a property/home for development. The Defendant who developed the property denied having signed a promissory note to the lenders. Successfully, after trial, recovered substantial funds with costs.

Heather French V Groupama Insurance Co Ltd, 2011

A judge had been wrong to apply the rule in Stokes Pension Fund Trustees v Western Power Distribution (South West) Plc [2005] EWCA Civ 854 to an offer to settle which was contained in privileged correspondence before proceedings were issued, as the offer had not met the requirements set out in Stokes. The court exercised its discretion under the CPR r.44.3 and made no order for costs, save that the defendant should pay the claimant's costs up to the date on which the offer could have been accepted.

CIVIL PROCEDURE - COSTS - CPR

[2011] EWCA Civ 1119

CA (Civ Div) (Rix LJ, Lloyd LJ, Toulson LJ) 11/10/2011

References: LTL 11/10/2011 : [2011] 4 Costs LO 547 : [2012] CP Rep 2 : [2011] 10 WLUK 239

(1) Themis Avraamides (2) Emma Maitland V (1) Mark Colwill (2) Stephen Martin (T/a Bathroom Trading Company), 2006

On the true construction of a transfer agreement, under which the appellants assumed liabilities of a company, the respondents were not third parties who were entitled to enforce the transfer agreement under the Contracts (Rights of Third Parties) Act 1999 .

CONTRACTS

[2006] EWCA Civ 1533

CA (Civ Div) (Waller LJ, Leveson LJ) 14/11/2006

References: LTL 14/11/2006 : [2007] BLR 76 : (2006) 103(46) LSG 31 : [2006] NPC 120 : [2006] 11 WLUK 297 : Times, December 8, 2006

(1) Silversafe Ltd (In Liquidation) (2) Timothy James Bramston V (1) David Hood (2) Tattershall Inversiones Sl (3) Wildtower Ltd (4) Keepbyte Ltd (5) Iqbal Public Ltd, 2006

Permission to re-amend the applicants' particulars of claim in an action alleging VAT fraud would be granted where further evidence to be adduced suggesting the second defendant's involvement in similar transactions had probative value and had not been obtained unlawfully.

CIVIL PROCEDURE - CIVIL EVIDENCE - VAT

[2006] EWHC 1849 (Ch)

Ch D (Peter Smith J) 25/07/2006

References: LTL 2/8/2006 : [2007] STC 871 : [2006] STI 1988

Financial Crime

General Crime

General Medical Council V Onwude, 2017

Defending a claim against an eminent surgeon heard in Manchester. Technical complaints of failure to act properly on multiple accounts. Challenged at first instance with some success and eventually successful in full before the High Court. Totally exonerated.

M S Tasneem V Dudley Group Of Hospitals Nhs Trust, 2010

The date recorded on an employment tribunal judgment as the date on which it was sent to the parties was not conclusive and could be rebutted by other evidence. Accordingly, in the absence of conclusive proof of the date of sending in the form of the posting envelope, the balance of probabilities indicated that all documents were sent the day before receipt.

EMPLOYMENT - CIVIL PROCEDURE

EAT (Judge Serota QC) 18/01/2010

References: LTL 1/4/2010

Phillip Moroney V Anglo-european College of Chiropractic, 2008

A judge had correctly found that a claim for breach of contract brought against a college by a former student had no reasonable prospect of success, as there had been no material irregularity in the decisions of a panel of internal examiners and of a final board to withdraw him from the course, and there had been unjustifiable delay in issuing proceedings.

EDUCATION - CONTRACTS

[2008] EWHC 2633 (QB)

QBD (Underhill J) 7/11/2008

References: LTL 13/11/2008 : [2009] ELR 111 : [2008] 11 WLUK 149

Daniel Ibekwe V London General Transport Services Ltd, 2003

An employer had taken reasonable steps to draw proposed changes in its pension scheme to an employee's attention by following its usual practice of distributing official information with payslips even though the employee had not actually received the relevant information.

PENSIONS - EMPLOYMENT - CONTRACTS - TORTS

[2003] EWCA Civ 1075

CA (Civ Div) (Brooke LJ, Arden LJ, Scott Baker LJ) 25/07/2003

References: LTL 25/7/2003 : [2003] IRLR 697 : [2004] OPLR 1 : [2003] Pens LR 277

Crime

Achievements

Memberships

- Lincoln's Inn