



Neutral Citation Number: [2025] EWHC 2628 (Ch)

Case No: PT-2025-000379

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
PROPERTY TRUSTS AND PROBATE LIST

Royal Courts of Justice, Rolls Building
Fetter Lane, London, EC4A 1NL

Date: 14 October 2025

Before :

Andrew de Mestre K.C. sitting as a Deputy Judge of the High Court

Between :

- (1) AIRX JET SUPPORT LIMITED**
(2) AIRX CHARTER LIMITED

Claimants

- and -

- (1) LONDON JET CENTRE (STANSTEAD) LIMITED**
(also known as LONDON JET CENTRE (STANSTED) LIMITED)
(2) DIAMOND HANGAR LIMITED

Defendants

Richard Fowler (instructed by Pannone Corporate LLP) for the Claimants
Nicholas Grundy KC and **Christopher Stead** (instructed by Robinson Ravani & Co Ltd) for
the Defendants

Hearing date: 19 September 2025

Draft judgment: 7 October 2025

Approved Judgment

This judgment was handed down remotely at 10.30am on 14 October 2025 by circulation to the parties or their representatives by e-mail and by release to the National Archives.

Andrew de Mestre K.C. :

I Introduction

1. By an application made on 15 April 2025, the Claimants in these proceedings, AirX Jet Support Limited (“**Jet Support**”) and AirX Charter Limited (“**Charter**”), seek interim mandatory injunctive relief in relation to a substantial aircraft hangar located at Stansted Airport (“**the Hangar**”) from which the Claimants conduct their business as a private jet airline and charterer. More specifically, as set out in the Application Notice, the Claimants seek orders that the Defendants, London Jet Centre (Stanstead) Limited (“**LJC**”) and Diamond Hangar Limited (“**DH**”), should (i) repair the roof of the Hangar so as to render it watertight and safe and (ii) supply heating to the Hangar. The Defendants oppose the grant of any interim injunctive relief.

II Background

2. The following paragraphs contain a summary of the background to this application to put the issues into context. It goes without saying that nothing in these paragraphs is intended to be a conclusive finding of fact where such matters are in dispute between the parties and will need to be determined at trial.

The occupation of the Hangar

3. DH has a leasehold interest in the Hangar.
4. Jet Support and Charter are companies in common (albeit not identical) ownership and operate their business from the east half of the Hangar which is a very substantial diamond-shaped aircraft hangar and associated offices, stores, and engineering spaces. I was shown an invoice dated 1 January 2025 under which DH invoiced Jet Support in

advance for (i) £150,462.50 being one quarter of “Annual Rent” (the total annual rent being £601,850) and (ii) £30,050.72 being one quarter of “Annual Service Charge” (the total annual amount of which was £120,202.88). I was also shown an invoice dated 1 February 2025 under which DH invoiced Jet Support for £30,000 for “Gas and Electricity”, that sum being the monthly apportionment of the “Annual Utilities Charge” of £360,000.

5. Unfortunately, and notwithstanding the very substantial sums invoiced by DH and paid by Jet Support, there is a substantial dispute between the parties as to the basis on which the Claimants (or either of them) occupy the Hangar because there is no single documented agreement which deals with this. Instead there is:

- 5.1. A written Hangar Services Contract dated 27 November 2019 between Jet Support and DH (“**the HSC**”). The HSC was expressed to be for a term of three years from 9 December 2019 and among the “Services” to be provided by DH was “*Adequate Heating and Lighting in the Hangar and defined offices/Ground Floor*”

- 5.2. A written Hangar Parking/Handling Agreement dated 1 September 2020 between LJC and Charter (and an entity referred to as “AirX Malta”) (“**the HPHA**”). This agreement was referred to in clause 4 as a “Lease Agreement” and had a “renewable” term of 18 months from 7 August 2020. It provided that “*general maintenance and repair of the Hangar, not caused by the negligence or wilful misconduct of The Client, its agents, employees, or guests, will be the responsibility of London Jet Centre*”.

- 5.3. A draft Lease between Jet Support and DH which the Claimants say is in agreed terms (and which Jet Support has executed) but which remains unexecuted by DH as the other party. It is common ground that this document does not satisfy the requirements of s.2 of the Law of Property (Miscellaneous Provisions) Act 1989. The draft Lease provides for a term from 1 June 2021 to 31 May 2028 and obliges Jet Support (as tenant) to pay, amongst other things: (i) Main Rent (at an amount of £601,850 per annum), (ii) Outgoings which includes Supply Costs, with gas being amongst the Supplies, and (iii) the Service Charge.
6. Based on these documents, the Claimants advance a series of alternative cases as to the nature of their occupation of the Hangar ranging from their primary case – that they hold an equitable lease in the same terms as the draft Lease referred to in paragraph 5.3 above – down to a tenancy on the terms of the HPHA and/or the HSC. The Claimants then say that, whatever the basis of their occupation, they are owed obligations by the Defendants to keep the roof of the Hangar in good repair and to provide heating to the Hangar.
7. For their part, the Defendants say that neither LJC nor Charter has any interest in the Hangar, and that Jet Support occupies the east half of the Hangar as a licensee of DH from month to month or as a tenant at will. They also deny that they owe the repairing and heating obligations relied on by the Claimants but accept that it would be an implied term of the licence or tenancy at will on which they rely that the east half of the Hangar will be reasonably fit for purpose and that such a term “*in principle extends to the repair of the roof and the provision of adequate heating*” (Defence, ¶¶36.2-36.3). In his oral

submissions, Mr Grundy KC for the Defendants, submitted that this implied term could not extend as far as ensuring that the roof did not leak.

The state of the roof

8. The roof of the Hangar and of the associated buildings is substantial in size. I have seen one estimate that the Hangar roof is some 10,000 square metres with a further 2,000 square metres for the roof covering the office/plant block and 4,000 square metres for the lower rooves covering the engineering/stores areas and a covered roadway.
9. As with the nature of the occupation of the Hangar, there is a substantial dispute between the parties about the state of the roof and the steps which have been taken to repair it over the years. Moreover, identifying the current state of the roof has been complicated by the various further rounds of evidence which have been filed since the Application was issued. The evidence is summarised below.
10. The Claimants' principal evidence when the Application was issued came from Mr Greenwood in an expert report dated 25 February 2025. I return below to the question of whether Mr Greenwood is suitable to act as an expert (as the Defendants say that his report should not be admitted) but his report contained a substantial amount of material which is factual in nature. His report included the following:
 - 10.1. Mr Greenwood's firm, Seeco (Single Ply) Ltd ("Seeco"), had been involved with the Hangar roof since 2012.

- 10.2. Between 2012 and 2019, while the Hangar was in different ownership, Seeco had carried out maintenance on the roof from time to time including replacing various damaged areas of the roof.
 - 10.3. Mr Greenwood and Seeco became involved with the roof of the Hangar again in November 2021 at the request of LJC because large areas had blown off. Seeco undertook further repairs to the roof in 2022 and 2023.
 - 10.4. A storm in early April 2024 caused substantial damage including a large section being torn up resulting in sections of the roof being open to the elements. Mr Greenwood inspected these on 15 April 2024. The damaged sections had not been repaired when Mr Greenwood next visited the Hangar in May 2024.
 - 10.5. Mr Greenwood visited the Hangar again in December 2024 and observed both damage to the roof itself (with daylight visible where the roof membrane and insulation had blown off and the fixing holes were open) and water on the Hangar floor. Mr Greenwood was not allowed to access the roof itself.
11. In addition to a witness statement from Gemma Staples, a partner at the Claimants' solicitors, the Claimants also relied at that stage on:
 - 11.1. The first witness statement of Carly Swetman (the general manager of Jet Support) dated 15 April 2025 which included the following:

- (a) There had been issues with the roof since 2018 with leaks affecting both the office space and the area used for aircraft maintenance.
- (b) Maintenance on the roof was carried out on an ad hoc basis and only when absolutely necessary, with repairs being a temporary fix. Although this did result in periods when there were no leaks, there was no long-term solution.
- (c) The leaks which occurred on 31 July 2023 were particularly difficult to deal with, and there were further leaks in April and May 2024.
- (d) Repairs to the roof were then carried out which appear to have held until further stormy and rainy conditions in November 2024 (Storm Conall), December 2024 (Storm Darragh) and January 2025 when there was particular flooding on 5 January.
- (e) Despite repairs in late 2024 or early 2025, there was continued water ingress into the Hangar (such as in late February 2025).

11.2. The first witness statement of Mr Matthews (the Chairman and founder of Jet Support and Charter) dated 15 April 2025 which provided further detail as to the issues with the roof in December 2024/January 2025 and the impact which it was having on operations in the Hangar. Mr Matthews's evidence was that the Hangar continued to leak even in mild rainy conditions.

12. The response from the Defendants came on 3 June 2025 from Ms Covaci (Chief Executive of DH) and Mr Simmonds (the director of Elevation Roofing Limited (“**Elevation**”)).

12.1. Ms Covaci’s evidence was that:

- (a) There had been intermittent issues with the roof since 2018.
- (b) Elevation was engaged from April 2024 to carry out repairs on the roof. These repairs were concluded in August 2024 and prevented further leaks in September 2024 despite heavy thunderstorms.
- (c) Storm Darragh in December 2024 then caused severe damage to the roof in response to which Elevation carried out further repairs which concluded in February 2025.
- (d) To her knowledge there were no leaks from the roof as at the date of her statement. DH were also in negotiations with Elevation about a maintenance programme for the long-term maintenance needs of the roof. In the meantime, Elevation was inspecting the roof on a monthly basis.

12.2. Mr Simmonds’s evidence was that:

- (a) Elevation was appointed as an approved contractor to DH in March 2024.
- (b) The first notable repairs to the roof by Elevation were carried out in July/August 2024.
- (c) The damage to the roof caused by Storm Darragh was significant but extensive repairs using a liquid system were carried out over a period of approximately 3 months.

13. The Claimants responded to this evidence as follows:

13.1. Mr Greenwood prepared a witness statement report dated 27 June 2025. This report did not contain any further detail of the condition of the roof as of June 2025 but largely took issue with aspects of Mr Simmonds's statement.

13.2. Mr Matthews prepared a second statement dated 18 June 2025. His evidence was that the situation in the Hangar has worsened since his first statement, with further leaks occurring in May and early June 2025. He provided Ms Covaci with videos of what he described as water pouring into the Hangar and photographs of the water pooling in the Hangar.

13.3. Mr Mathews prepared a fourth witness statement dated 4 September 2025 which referred to new leaks occurring in late August 2025.

14. The final round of evidence was the second witness statement of Ms Covaci dated 16 September 2025. Ms Covaci's evidence was that:
 - 14.1. A contractor had inspected the roof on 6 July 2025 and had repaired weather related damage by 11 July 2025 such that there were no leaks as at the date of her statement.
 - 14.2. Regular inspections of the Hangar had been taking place, including on 29 August 2025 and 12 September 2025, which revealed no leaks. Ms Covaci exhibited videos of these inspections.
 - 14.3. There were heavy rains and wind on 13 September 2025 but no leaks were seen at a further inspection that day.
15. It will be immediately apparent from the description set out above that, while there is common ground about some of the issues with the roof (such as the damage from Storm Darragh), there is not just a very real dispute about the state of the roof from time to time but that the position at any moment depends on whether new leaks have occurred or whether the next set of repairs (or at least works on the roof) have taken place. This back and forth in the evidence reflects the fact that, although the Application was certified as urgent back in April 2025, it was not heard until some five months later, in September 2025. I consider the significance of this passage of time and the developments in the evidence further in section IV below.

The heating

16. The factual position in relation to the heating of the Hangar is more straightforward than for the roof. It appears that, until October 2024, the Hangar was heated by means of a gas-powered heating system (which the Defendants say was operated only for part of the year) but the gas supply was then cut off due to a dispute between the DH and its gas supplier. DH says that it has since provided alternative heating which is sufficient.

17. The evidence from the Claimants, principally through the first witness statements of Mr Matthews and Ms Swetman referred to above, disputes the adequacy of the heaters provided by DH and included details of:
 - 17.1. the temperatures recorded in the Hangar in manual and electronic temperature logs for January and February 2025 which showed, by way of example, consistently low single figure temperatures at 8am between 12 January 2025 and 6 February 2025;

 - 17.2. the disruption which those low temperatures had caused to the workforce and therefore the operations of Jet Support. In particular, it has been forced to shut down its operations completely for several days in early January 2025 which has caused particular losses identified in the Particulars of Claim. It has also had to put in place additional measures to allow work to continue in cold conditions, including additional breaks and the provision of extra clothing for its personnel;

- 17.3. the need, in particular, for higher temperatures to allow the sealant used in the aircraft maintenance to cure properly; and
- 17.4. the proposals made by the Claimants to instal a new boiler and heating system which were rejected by the Defendants.
18. Although the warm summer had alleviated the temperature issues in the Hangar, the evidence also explained that the Claimants were concerned that, as autumn/winter approaches, the same issues with the lack of adequate heating would begin to occur again.
19. The most recent evidence from the Defendants, in the second witness statement of Ms Covaci referred to above, was that some progress has been made in negotiations between DH and the supplier such that the gas supply (and therefore the gas-powered heating) may be restored in the relatively near future although this will depend not just on DH but also the supplier.

Jet Support's EASA accreditation

20. Aside from the factual position in relation to the state of the roof and the heating, the other factual matter which occupied a material part of the hearing related to Jet Support's accreditation or certification by the European Air Safety Agency ("EASA").
21. The Claimants' case is that:

- 21.1. Jet Support is obliged by Part 145.A.25 of UK Regulation 1321/2014 (extracts of which were contained in the bundle for the hearing) to ensure that it provides facilities which are appropriate for all planned work ensuring, in particular, protection from the weather. The need to provide facilities appropriate to the tasks being carried out includes ensuring that the working environment is such that the effectiveness of personnel is not impaired. Specific reference is made to maintaining temperatures such that personnel can carry out required tasks without undue discomfort. Part 145.A.25(a) provides that protection from the weather relates to the normal prevailing local weather that is expected throughout any twelve month period, and that aircraft hangar and component workshop structures should prevent the ingress of rain.
- 21.2. Jet Support has been unable to satisfy these requirements since the gas central heating stopped in October 2024.
- 21.3. Jet Support was the subject of an onsite audit by EASA on 23 June 2025, the findings of which included that Jet Support could not demonstrate compliance with Part 145.A.20(a) “*with regard to Scope of work*”. The narrative setting out the evidence for this finding (which was at “level 2”) was as follows:

37740 - The paint activity is not defined in the MOE as a specialised activity

A “paint tent” is used to carry out the touch up paint on removed parts.

- The mixing of paint is done outside of the tent, directly in the hangar

environment without temperature control. The temperature in the hangar is found outside of the range in april 2025 (10.34 to 18.51°C)

- the tent is under temperature and humidity control but

1/ The temperature is found during winter months to be outside of the required value (from 11.15 to 16.96°C in October 2024 and 5.56 to 12.61°C in December 2024).

2/ The humidity is found during winter months to be outside of the required value (from 62 to 89 % in October 2024 and from 62 to 87% during December 2024).

- 21.4. The consequences of losing its accreditation would be potentially catastrophic for Jet Support as it would have to cease its operations. Further, the audit report requires Jet Support to provide a response by 23 September 2025.
22. The Defendants were critical of the nature and impact of the evidence relied upon by Jet Support on this point. They said that: (i) only a very short extract of the audit report had been provided; (ii) the extract which was available related only to one specific activity – painting - which was, Ms Covaci said, not permitted in the Hangar in any event; (iii) the report made no mention of leaking from the roof and, in any event, Jet Support had been accredited throughout the period since 2019 when complaints had been made about the roof; (iv) the only reference in the report to humidity related to the paint tent which was a local environment created by the Claimants; and (v) the report suggested the existence of additional temperature data which had not been provided by the Claimants.

III The legal test

23. There was a substantial measure of agreement between the parties as to the legal principles to be applied on an application for an interim mandatory injunction. The test is that set out in American Cyanamid pursuant to which the applicant must establish that there is a serious issue to be tried; that damages would not be an adequate remedy for the applicant if the injunction were refused; and that the balance of convenience favours the grant of the interim injunction.
24. The principal difference between the parties concerned the relevance of the merits of the underlying proceedings and, in particular, whether or not the Court should not grant an injunction unless there is a “high degree of assurance” that, at trial, the applicant will establish the right on which it relies for the interim relief sought. Between them, the parties referred to a number of authorities in which that issue has been considered: Films Rover International Ltd v Cannon Film Sales Ltd [1987] 1 WLR 670, Nottingham Building Society v Eurodynamics Systems [1993] FSR 468, National Commercial Bank of Jamaica Ltd v Olint Corp Ltd (Practice Note) [2009] 1 WLR 1405 (PC), and O’Brien v TTT Moneycorp Ltd [2019] EWHC 1419 (Comm).
25. It seems to me that the principle to be derived from these authorities is that, while it is not necessary for the court to have a “*high degree of assurance*” in every case, the Court will generally wish to consider the merits of the applicant’s case as part of assessing where the balance of convenience lies. Given that the underlying principle is that the Court should take whichever course appears to carry the lower risk of injustice if it should turn out at trial to have been “wrong”, the greater the degree of assurance which the Court has in the applicant’s case then the less the risk of injustice will be if a

mandatory order is granted. Thus a high degree of assurance will often be a relevant factor in favour of the grant of a mandatory injunction. Equally, it will generally only be in cases where withholding the injunction would carry a significantly greater risk of injustice than granting it that the Court will proceed without the relevant high degree of assurance.

26. The Claimants also referred to a number of authorities which illustrated the jurisdiction of the Court to grant:

26.1. Specific performance of a landlord's repairing obligation: for example, Jeune v Queen's Cross Properties [1974] Ch 97 and Blue Manchester Ltd v North West Ground Rents Ltd [2019] EWHC 142; [2019] L 7 TR 13.

26.2. Interim mandatory injunctive relief in respect of a landlord's repairing obligation: for example, Parker v Camden LBC [1986] Ch 162 and Peninsular Maritime Ltd v Padseal Ltd [1981] 2 EGLR 43. .

27. For their part, the Defendants sought to distinguish these cases as ones in which there was either a plain breach and no doubt as to what was required to be done to remedy that breach (such as Jeune) or where there was an admitted breach by the landlord and exceptional circumstances (such as Parker). They said that the circumstances of the present case were different.

IV Analysis

The roof of the Hangar

28. The starting point is the relief sought by the Claimants. The application notice sought a range of relief in relation to the roof starting with a mandatory order to “*repair the Hangar roof so as to render it watertight and safe*” but also including an order for inspection of the roof and/or a declaration that the Claimants have an implied licence to carry out the repairs and/or the appointment of an interim receiver.
29. The focus at the hearing was on the first of these – the mandatory order – with an order for inspection as a lesser option. The Defendants indicated in their oral submissions that they would agree to a joint inspection of the roof in short order.
30. As regards the mandatory order, the updated draft order prepared by the Claimants put that relief in the following way:

“5. *By 4pm on [the date 21 days from the date of this Order] the Respondents shall carry out or procure the carrying out of temporary repairs to the Hangar roof (“the Temporary Repairs”) so as to render the Hangar roof watertight, as follows:*

5.1 *On each area where there is a failure in the existing Hangar roof, the Respondent shall fit new pieces of Sika membrane, which shall be mechanically fixed and hot air welded to the existing membrane which forms the outer surface of the Hangar roof, in accordance with paragraphs 51 and 52 of the Greenwood Report.*

5.2 *At each point where there are holes in the existing Hangar roof, the Respondents shall make isolated repairs of each hole by undertaking patch repairs, each repair to consist of fixings and a welded patch which*

shall be mechanically fixed and hot air welded to the existing membrane which forms the outer surface of the Hangar roof, in accordance with paragraphs 53 to 56 of the Greenwood Report.

Mr Greenwood's report

31. The terms of the draft order reflect the reliance by the Claimants on Mr Greenwood's report (from February 2025) which set out (at ¶51-56) the steps which he said should be taken to provide a short-term or emergency solution to the issues with the roof. Mr Greenwood estimated the cost of these repairs as £9,500 plus VAT for the emergency repairs to the membrane (¶5.1 in the draft order) and £8,750 plus VAT for repairs to up to 500 small holes in the roof (¶5.2 of the draft order), a total of £18,250 plus VAT.

32. The Defendants said that the application in relation to the roof does not get off the ground because it is predicated on the admissibility of Mr Greenwood's report and, without that report, there was no basis on which the Court could make the order sought. The Defendants then identified four reasons which, they said, taken together would mean that the report should not be admitted:
 - 32.1. Mr Greenwood would be a factual witness in the proceedings as a result of matters pleaded by the Claimants in their Reply relating to the state of the roof when Mr Greenwood's firm was involved with its maintenance and repair;

 - 32.2. Mr Greenwood had actual animus against the Defendants having previously caused Seeco to issue a winding-up petition against the Second Defendant in

relation to unpaid fees and having contacted Elevation, the new contractor dealing with the roof, to warn them about dealing with DH;

32.3. Mr Greenwood had a financial interest in the outcome of the application in that he anticipated that Seeco would be the contractor engaged to carry out the temporary repairs which he proposed. For example, he says in his report that he can mobilise Seeco to carry out the repairs in short order; and

32.4. Mr Greenwood's report was not "reliable." By way of example, the Defendants drew a contrast between Mr Greenwood's report and the absence of reference to any leaks in the EASA audit report referred to above.

33. I was also referred by the Defendants to Rowley v Dunlop [2014] EWHC 1995 (Ch) in which Mr Justice David Richards said the following at [20]-[21] in relation to the admissibility of expert evidence where there is a connection between the expert and the litigation or the parties:

"20. The qualities of independence and lack of bias may be compromised by the expert's connections with the litigation or the parties or those who may benefit from the litigation. It is always a matter for the court to decide whether any such connections disqualify the expert from giving evidence or whether, as may often be the case, they go not to the admissibility of the evidence, but to the weight to be attached to it.

21. Such connections may take a number of forms, of which three are the most obvious. First, the expert may have a financial interest in the

outcome of the litigation. Only rarely will the court admit the evidence of such an expert: see R (Factortame Ltd and others) v Secretary of State for Transport, Local Government and the Regions [2002] EWCA Civ 932, [2003] QB 381 (Factortame) at [72]-[73]. Secondly, the expert may have a conflicting duty. Whether this will disqualify the expert from giving evidence will depend on the circumstances of the case: see Toth v Jarman [2006] EWCA Civ 1028, [2006] 4 All ER 1276 (Note) at [99]-[110]. Thirdly, an expert may have a personal or other connection with a party, which might consciously or subconsciously influence, or bias, his evidence. Such connections will not normally of themselves disqualify the witness, but will go to the weight to be attached to the evidence: see Field v Leeds City Council [2000] 32 HLR 618; Factortame, particularly at [69]-[70] where the Court of Appeal disapproved the test put forward by Evans-Lombe J in Liverpool Roman Catholic Archdiocesan Trustees v Goldberg (Practice Note) [2001] 1 WLR 2337; and Hodgkinson v James: Expert Evidence (3rd ed.) at 6.006–6.011.”

34. I declined to rule on the admissibility of Mr Greenwood’s report at the outset of the hearing, preferring instead to hear each side’s substantive submissions on the roof and to deal with the report in this judgment.

35. Having considered the submissions made by the Defendants, it seems to me that the report of Mr Greenwood should be admitted. It is true that Mr Greenwood occupies an unusual position in that he gives material factual evidence about the state of the roof

and the historic repairs to it as well as providing opinion evidence about what should, he says, be done to the roof. It is also concerning that he appears to have contacted the new contractor who was appointed to deal with the roof and that his evidence about why he did this is, at least, dubious because he says that he did not know about the appointment when the contact was made. However, I was not persuaded that the prior winding-up petition issued by Seeco in relation to its fees was sufficient to demonstrate that Mr Greenwood had an animus against the Defendants. Likewise I do not consider that Mr Greenwood has a real financial interest in the outcome of the application because the identity of the contractor in the proposed draft order would be in the hands of the Defendants. While he was suggesting that his firm could do it, that is not sufficient.

36. In these circumstances, Mr Greenwood fell into the third of the categories identified in Rowley and I am prepared to admit the report of Mr Greenwood for the purposes of the interim application. I will deal with the matters relied on by the Defendants as affecting the weight to be attached to the report.

The application of the legal test

37. The first issue which I have to consider is whether or not there is a serious issue to be tried that the Defendants (or at least one of them) is under an obligation to repair the roof.
38. I am satisfied that there is a serious issue to be tried on this question. I have already set out the relevant terms of the Defence at paragraph 7 above which accepts that, even on the Defendants' own case, the implied term to Jet Support's licence extends in principle

to the repair of the roof. Likewise, the Defendants' skeleton argument for the hearing did not say, in terms, that there was not a serious issue to be tried. It simply said that "*It is far from certain that Rs have any duty...to maintain the Roof*".

39. The Defendants' principal point was that the range of different ways in which the Claimants put their case gives rise to material uncertainty about the standard of any duty in respect of repairing the roof. It is right that, because the Claimants have identified seven different potential ways they can get to a repairing obligation, these are likely to be of varying legal merit. It is also correct that there are significant disputes as to which is the correct claimant and defendant, such that the principal dispute appears likely to arise between Jet Support and DH, with Charter and LJC (who the Defendants say have no interest in the Hangar) playing a more limited part. However, neither side invited me to look at the Claimants or Defendants individually, or to seek to identify separately the merits of each of the Claimants' alternative cases. Rather the question of whether there is a serious issue to be tried was looked at in the round and, on this basis, there is a serious issue to be tried as to the existence of a repairing obligation.
40. Further, while the Claimants' case was that any such duty would require the Defendants to keep (or make) the roof watertight and safe, the Defendants disputed this point, emphasising that the Claimants were seeking to obtain repairs to the roof on an interim basis to a standard ("*watertight*" or "*watertight and safe*") which they might well not establish at trial. This seems to me to be relevant to the adequacy of damages and the balance of convenience rather than the existence of a serious issue to be tried and I consider it further below.

41. The second issue concerns the adequacy of damages for the Claimants in the event that no injunction is granted and for the Defendants were an order to be made. It seems to me that, in principle, this issue supports the Claimants. If a mandatory order were to be made, the Claimants' case is that the temporary repairs which it seeks could be carried out relatively cheaply and quickly. If the Claimants were then to lose at trial, the Defendants would be protected against the costs they would have incurred by the cross-undertaking offered by the Claimants, the adequacy of which was not disputed. In the meantime, the proposed repairs to the roof would benefit not just the Claimants but also the Defendants who are occupying the other half of the Hangar.
42. By contrast, the Claimants point to the fact that the prejudice caused to them by continued leaks is not just monetary but also includes a risk to their personnel caused by the roof failures and the presence of significant amounts of water in their working environment. It will also be difficult to quantify the loss caused by that water through, for example, the loss of productivity. There is also a risk posed to Jet Support's EASA accreditation given that the ingress of water could put them in breach of the requirements of Part 145. I do not consider that this latter risk is as serious as suggested by the Claimants given that there have been complaints about the roof going back over a number of years and I was not shown any EASA reports indicating any concern about conditions in the Hangar other than the report from June 2025. However, there is the risk that Jet Support would be put in breach of the requirements for its accreditation because of the issues with the roof and that is not something that can easily be compensated for in money terms.

43. That leads me to the third issue, the balance of convenience. As a matter of principle, it seems to me that the factors identified in relation to the adequacy of damages are also relevant here with the potential for injustice to the Claimants being, in principle, greater than that to the Defendants. However, in the circumstances referred to below, I am not satisfied that an interim mandatory injunction should be granted now and in the terms sought by the Claimants.
44. The principal reason for this is that, although there have been significant issues with the roof both historically and in the last year, I am not satisfied that I have a sufficiently clear and up-to-date understanding of the state of the roof to be satisfied that the balance falls in favour of the Claimants.
45. The order sought would require repairs to be carried out within the next 21 days and in a very specific manner (using the Sika system), failing which the Defendants would be in breach of an order and liable to contempt proceedings. In order for such an order to be made, it seems to me that it is important, if not essential, to understand the current state of repair of the roof and to be satisfied that the proposed repairs would be likely to be effective. The cost of the repairs, their likely duration, and the ease with which they could be completed would also be relevant to the balance of convenience. However, the “ping-pong” nature of the evidence which I have described above - with the Claimants identifying and videoing leaks or further leaks and the Defendants responding with evidence of repairs and their own videos, and saying that the roof is now sound – means that there is considerable uncertainty in relation to these matters. In short, the way in which the evidence has developed means that, as with the position of the boilers in the Camden case, it is not clear what needs to be done to the roof, how much it would cost, how long it would take, and how effective any repairs would be.

46. Although the Claimants say that the report of Mr Greenwood provides me with an explanation of what needs to be done and how much it would cost, I do not consider that I can safely rely on these opinions for two reasons. First, the prior involvement of Mr Greenwood with the Defendants, the potential relevance of the nature and quality of the work which his firm has done on the roof historically, his approach to the new contractor, and the argumentative nature of his witness statement (which followed the report) mean that, in my view, he is significantly compromised as an expert witness. Second, and more fundamentally, his proposals and the estimate of their cost was prepared more than seven months ago and was prepared without an inspection from roof level. Since that time, it appears that repairs at significant cost and using a different method than that advocated for by Mr Greenwood have been carried out albeit I accept that there is limited detail provided as to what those repairs were. In these circumstances, I consider that I can attach very little weight to Mr Greenwood's report.
47. Moreover, I am far from satisfied, that the sort of temporary repair suggested by Mr Greenwood would perform a worthwhile function now given that the history of the roof appears to show that, despite significant expenditure on temporary repairs, further problems emerge whenever there is a period of stormy weather. Thus, on the face of the evidence, both Seeco and Elevation have carried out significant (and expensive) works on the roof but that these have not prevented further damage and leaks from occurring.
48. In these circumstances, the appropriate order at this stage in relation to the roof is for there to be an inspection by an independent expert or experts. While I am prepared to

consider any further submissions which the parties wish to make on the mechanics of this inspection and the terms of the instruction to any expert(s), it seems to me that this is a case where there should be a single expert instructed on a joint basis by the Claimants and the Defendants. Furthermore, I do not consider that it is appropriate for the inspection to be by Mr Greenwood or Mr Simmonds. This is a case which calls for an expert who is detached from both parties. I appreciate that this will cause additional expense but the parties have already spent very large amounts fighting this application and the further expenditure should be modest and ought to bring much needed clarity and independence to this increasingly fractious dispute.

49. I would also hope that, once such a report has been prepared, the parties would be able to agree a way forward for the roof but, if not, the Court will consider at that stage whether or not a mandatory order is appropriate.

The heating of the Hangar

50. The Application Notice refers to an interim injunction requiring the Defendants to supply heating to the Hangar with alternatives being either to allow the Claimants to install their own heating system or to appoint an interim receiver. The focus at the hearing was on the first of these – the mandatory order – and the draft order prepared by the Claimants sought relief in respect of the heating of the Hangar as follows:

“4. By 4 p.m. on [the date 7 days from the date of this Order] the Respondents shall restore or procure the restoration of gas heating to the East Half of the Hangar as follows:

4.1 *Heating shall be provided by DH daily between the hours of 6 a.m. and 7 p.m. for the duration of the Respondents' occupation of the Hangar and to ensure the minimum temperature is 16 degrees Celsius."*

51. As with the roof, I have considered this application against the test described in section III above.
52. I am satisfied that there is a serious issue to be tried as to Claimants' case that they are (or at least one of them is) owed an obligation by the Defendants (or at least one of them) to provide heating. The Defendants themselves accepted in their skeleton argument that "*It is possible that there is a serious issue to be tried*" on this point (¶62) and I have already set out the relevant terms of the Defence at paragraph 7 above which accepts that, even on their own case, the licence they accept extends in principle to the provision of adequate heating. I am fortified in this conclusion by the fact that the Defendants were providing gas-powered heating until October 2024 and, since then, have continued to charge the Claimants for utilities, including gas and to heat the Hangar (even though there is a dispute about the adequacy of the substitute heating). Further, the evidence from the Claimants presents a strong case that the alternative heating since October 2024 has not been adequate to deal with low temperatures.
53. Equally, I am not satisfied that damages would be an adequate remedy for the Claimants. Although the Defendants are right to point the fact that the Claimants have sought to quantify the losses suffered so far and particularly those said to have been caused by the shutdown of operations in the period of very low temperatures in January 2025, the impact of future very low temperatures in the Hangar in the future will be

difficult to quantify precisely. There may also be aspects of that impact, such as on the morale and productivity the Claimants' workforce, which are intangible and not amenable to quantification. In addition the EASA requirements include operating at an adequate temperature and there is, in my opinion, some risk to Jet Support's accreditation even if the risk does not appear as serious as suggested by the Claimants. As I have referred to above, the EASA audit did identify issues with the temperature in the Hangar even if those were related to painting.

54. As regards the balance of convenience, I am satisfied that a mandatory order relating to the restoration of the gas-powered heating is justified but not in the precise terms sought by the Claimants. Indeed, it seems to me that the balance points firmly in favour of an order even without considering the merits of the Claimants' case. However, as far as necessary, I am satisfied to a high degree of assurance in relation to the Claimants' case as to the obligation to provide heating and the breach of that obligation.
55. I have already referred to the potentially significant impact of the low temperatures on the Claimants in paragraph 53 above. By contrast, it is hard to identify what prejudice the Defendants would suffer by reason of the order which I intend to make. Their own evidence is that they are actively seeking to restore the gas supply and they are already charging Jet Support for their share of the utilities including gas. If restoring the gas supply causes the Defendants to incur any additional costs or losses, they will be protected by the cross-undertaking offered by the Claimants, the adequacy of which was not questioned by the Defendants.

56. Turning to form of the order, I am not prepared to make an order which requires the Defendants to heat the Hangar to a particular temperature. While I accept that, in drafting this order, the Claimants were seeking to identify a sufficiently precise form of order which reflected the factual situation when the Hangar was heated through the gas-powered system, the proposed order is too prescriptive. The Hangar is a huge building with massive doors the opening of which will inevitably cause the temperature to fluctuate from time to time and there is not sufficient evidence that the temperature was always 16 degrees or above when the gas heating was being used.
57. Moreover, as I said in the course of the hearing, it seemed to me that the Claimants were really seeking the restoration of the gas-powered heating as that had proved to be adequate prior to October 2024. This remains my view and, subject to one point, the order will simply require the restoration of the gas-powered heating system.
58. The qualification is that, as the Defendants submitted, the restoration of the gas supply depends on the actions not just of the Defendants but also the supplier with whom they are negotiating. In these circumstances, where an unqualified mandatory order could be thwarted by the actions of the third party supplier, the appropriate order is that the Defendants shall use their best endeavours to restore the gas-powered heating. I note that qualifying a mandatory order in this way was approved by the Court of Appeal in the Peninsular case referred to above. Since this judgment was sent the parties in draft, I have clarified that I intended to apply the same wording as in that case.

Conclusion

59. I would be grateful if the parties could agree the form of order to reflect the rulings I have made above.