

Neutral Citation: [2019] NIQB 54

Ref: COL10974

Judgment: approved by the Court for handing down  
(subject to editorial corrections)\*

Delivered: 30/5/2019

IN THE HIGH COURT OF JUSTICE IN NORTHERN IRELAND

QUEEN'S BENCH DIVISION

\_\_\_\_\_

2017 No 124118

COMMERCIAL LIST

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BETWEEN:

CARL FRAMPTON

Plaintiff

and

CYCLONE PROMOTIONS LIMITED

Defendant

\_\_\_\_\_

RULING ON REQUEST FOR FURTHER AND BETTER PARTICULARS  
BY THE DEFENDANT

COLTON J

\_\_\_\_\_

**Introduction**

[1] The Statement of Claim was before the court at the hearing of the jurisdictional dispute in February 2018. The defence was served on 18 January 2019. On the same date the defendant served a Notice for Further and Better Particulars of the Statement of Claim, containing 23 requests. On 11 February 2019 the plaintiff served replies to the Notice for Further and Better Particulars.

[2] On 8 March 2019 the defendant issued and served a summons seeking an order for particulars pursuant to Order 18 Rule 12(3) of the Rules of the Court of Judicature 1980.

[3] At the hearing the defendant confined its request to 10 of the 23 requests set out in the Notice for Further and Better Particulars. In relation to those requests I rule as follows.

**[4] Under Paragraph 15 of the Statement of Claim**

1. I consider that the plaintiff's understanding of the agreement at the heart of this dispute is something which should be particularised prior to the trial. This is particularly so in light of the reliance by the plaintiff on mistake. It may be that the Notice does traverse into requests for evidence as opposed to particulars but I consider that the plaintiff should provide replies to this request setting out his understanding of the matters raised. Therefore, I order that the plaintiff reply to this request.

**[5] Under Paragraph 18 of the Statement of Claim**

4. In relation to this request having regard to the reply provided no issue arises in relation to the requests at (e) and (f).

As to the request to provide particulars of each and every manner and respect in which it is alleged the two UK companies purported to exercise rights under the agreement, I do not consider that it is sufficient to simply refer to the pleadings in the related actions, although I accept that as a matter of practice the two cases will be heard together. However, I consider that the formalities do require particulars so that the defendant in this action can ascertain the case it has to meet from the pleadings in this action. I do not consider that the detail that one would expect for example in a Statement of Evidence or affidavit should be provided but the case should be pleaded. It should not be an unduly onerous or disproportionate task for the plaintiff. Accordingly, I grant an order compelling the plaintiff to provide further and better and particular to 4(a) and 4(c). I consider that (b) and (d) would require the plaintiff to plead evidence which is not appropriate. I repeat however that the obligation to reply to (a) and (c) is not to plead evidence but it should be sufficient to ensure the defendant knows the case it has to meet.

**[6] Under Paragraph 19 of the Statement of Claim**

6. I consider that the plaintiff's case on this issue is sufficiently pleaded. I refer to paragraphs (6), (12), (13) and (17) of the Statement of Claim which contain the circumstances referred to in paragraph (19) of the Statement of Claim. In addition in the reply to the Notice of Further and Better Particulars the plaintiff refers to specific paragraphs namely (13)-(21) of the Statement of Claim and paragraphs (29)-(31) of the Statement of Claim and the corresponding replies for Further and Better Particulars in Writ Action 2017 No 124122. I consider that this is an adequate plea since the specific paragraphs have been identified unlike the request at paragraph 4 above.

Specifically it is noted from the submissions in response that the plaintiff is not alleging bad faith or dishonesty in this plea.

Accordingly, I make no order in respect of this request.

**[7] Under Paragraph 23 of the Statement of Claim**

9. In this request the defendant seeks particulars of how the IPA “*does not accord with industry practice or standards.*” In paragraph 23 it is alleged that the agreement “*is not in accordance with the standard form endorsed by the British Boxing Board of Control `Boxer Promoter Agreement Form 35' which includes an arbitration/dispute resolution clause.*” This is the only specific particular pleaded in relation to a failure to comply with industry practice or standards either in the Statement of Claim or in the replies to particulars.

I consider that the defendant is entitled to know each and every respect in which it is alleged the plaintiff says that the IPA does not accord with industry practice or standards, other than that referred to in paragraph 23, if the plaintiff is in fact making such a case. Accordingly, I order that the plaintiff should provide Further and Better Particulars to this request.

**[8] Under Paragraph 24 of the Statement of Claim**

10. In this request the defendant seeks particulars of the respects in which the Haymon Sports LLC contract contradicted the terms of the February 2015 IPA. I consider that the defendant is entitled to such particulars but that they are sufficiently and clearly set out in paragraphs 24, 25 and 26 of the Statement of Claim. Full terms of each agreement are available to the parties. I do not consider that any orders are required in respect of this request.

**[9] Under paragraph 26 of the Statement of Claim**

11. In considering this issue it seems to me that the allegation being made is that the failure to specify a full registered company name on the Haymon Sports LLC contract constitutes a breach of Section 82 of the Companies Act 2006 and the Companies (Trading Disclosure) 2008. In those circumstances a request asking the plaintiff to state whether he is contending that the plaintiff/fighter address on the Haymon contract differs from the trading address of the defendant at the date of the Haymon contract is not actually a request for Further Particulars of what is pleaded. Therefore no order is made in respect of this request.

14. The court understands that the sole allegation in relation to a breach of the law of the State of Nevada USA is confined to an allegation of the failure to specify the full registered company name of Cyclone Promotions. On that basis I consider that the case is adequately pleaded save that if the plaintiff intends to rely on “*related provisions*” these should be identified.

15. In this request the defendant seeks particulars of the allegation that the agreement was not validly executed by the defendant or any of his officers acting in that capacity. It is correct to say that the matters set out in the notice do seek matters of evidence and may more properly be regarded as interrogatories. In the written submissions the plaintiff provides some clarification of what is meant in relation to this allegation. In my view these submissions should be translated into a reply to paragraph 15 of the Notice. Rather than answer the specific queries raised in paragraph 15 as currently drafted I direct the plaintiff should be compelled to provide "*particulars of each and every respect in which it is alleged the agreement was not validly executed by the defendant or any of its officers acting in that capacity.*"

[10] **Under Paragraph 28 of the Statement of Claim**

22. I consider that this request is best met by the plaintiff formally setting out the written submission it has made in response as a reply to the particular which in my view brings sufficient clarity to the issue. The reference to the related action is sufficient since the plaintiff in this action is not seeking damages or accounts and inquiries as relief.

23. See the comments in relation to request 22 above which in my view deal with this issue.

[11] Any further replies directed in this ruling should be served by close of business on Monday 10 June 2019.