IN THE COUNTY COURT BUSINESS CENTRE

CASE NO:

**BETWEEN** 

Claimant

and

<u>Defendant</u>

## **DEFENCE**

- 1. This Defence is filed in response to the Claim Form and Particulars of Claim issued on
- 2. The Defendant avers that the Particulars of Claim are embarrassing for lack of particulars and are unclear. The Defendant is in an invidious position in responding to the claim. The Defendant reserves it position to amend this Defence (and to seek the costs of any such amendment) in the event that the Claimant provides proper particulars of the case that he makes. The matters set out in this Defence are without prejudice to the forgoing.
- 3. For the avoidance of doubt:-
  - 3.1. the Defendant is not a management company but rather is a housing trust;
  - 3.2. the Claimant has failed to provide any proper particulars of the breach of the Data Protection Act 1998 that he alleges against the Defendant;
  - 3.3. the Claimant has failed to provide any particulars of the contract referred to with the third party private parking operator;
  - 3.4. the Claimant has failed to provide proper particulars of the alleged unlawfulness of "their contractor", including but not limited to what personal data was alleged to have been obtained from DVLA when and how it is alleged that the data was unlawfully obtained and when and in what circumstances that data was unlawfully processed;

- 3.5. the Claimant has failed to provide any proper particulars of the alleged unlawfulness of the alleged sharing of that data including but not limited to when by what means and in what circumstances the same was allegedly shared with either "TRACE" and or Gladstones Solicitors.
- 4. For the avoidance of doubt it is expressly denied that the Defendant has breached any provision of the Data Protection Act 1998 and the Claimant is put to strict proof of any such breach.
- 5. The Defendant was not a party to the claim under number referred to in the Particulars of Claim and therefore is unable to admit or deny the nature of that claim, whether it was struck out and if so when and on what grounds. Without prejudice to that contention it is not admitted that any such striking out establishes any unlawfulness on the part of the Defendant or any breach by the Defendant of the Data Protection Act 1998.
- 6. Any such claim that may have existed or been pursued under that case number arose solely between the Claimant and the other party or parties to that claim. No cause of action arises in the Claimant against the Defendant by virtue of those proceedings having been commenced or terminated.
- 7. Any claim for disclosure of personal data lies against DVLA not against the Defendant.
- 8. Accordingly, relying on all the matters set out in this Defence, the Claimants claim against the Defendant should, it is averred, be struck out as: -
  - 8.1. It discloses no reasonable grounds for bringing the claim, and/or
  - 8.2. It does not establish any cause of action against the Defendant, and/or
  - 8.3. It is an abuse of the courts process in that
    - 8.3.1. it is frivolous or vexatious and/or
    - 8.3.2. it has been brought for an improper collateral purpose, and/or
  - 8.4. the cost of the litigation will be disproportionate given the value of the claim.
- 9. Moreover, and without prejudice to Paragraphs 3 to 7 above:-

- 9.1. It is presumed that any personal data provided by DVLA in or connected with those proceedings was provided legitimately and because the third party parking operator referred to by the Claimant was to be pursuing a legitimate interest.
- 9.2. The provision of that data by DVLA to the parking contractor could not constitute a breach of the Data Protection Act by the Defendant.
- 9.3. Any alleged data processing by the parking operator was done on its own account.
- 9.4. Although it is a matter between the parking contractor and the Claimant the alleged sharing of that data with TRACE and/or Gladstones was presumably for the purpose of or in connection with legal proceedings and therefore could not constitute a breach of the Data Protection Act
- 10. No admissions are made to the alleged complaints (none of which has been particularised) purportedly made by the Claimant to the Defendant whether for 12 months or any other alleged period.
- 11. The Claimant is put to strict proof of any alleged damage caused by any actionable breach by the Defendant such as would give rise to a cause of action in the Claimant.
- 12. The Claimant has failed to provide any proper particulars of the grounds upon which it is alleged that the Defendant is vicariously liable for any action constituting or alleged to be a breach of the Data Protection Act 1998.
- 13. Without prejudice to that contention it is expressly denied that the Defendant is liable whether vicariously or at all for any alleged breach of the Data Protection Act 1998 whether as pleaded in the Particulars of Claim or otherwise.
- 14. For the further avoidance of doubt even were the Claimant able to provide the particulars referred to above in 3, the Defendant puts the Claimant to strict proof that any breach of the Data Protection Act by a third party can amount to a breach by the Defendant and that the Defendant authorised such a breach.
- 15. In the premises it is denied that any proper or sustainable claim for damages whether as pleased or otherwise arises against the Defendant or that the Claimant is entitled to any relief or any sum whether as claimed or at all.