



IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

Case No: xxxx

CLAIMANT: xxxx xxxx

DEFENDANT: xxxx xxxx

Before: The Honourable Mr Justice xxxx

Date: xx March 2025

Time: 10:30 AM

Court Clerk: The case is called. The matter before the Court is the claim brought by the claimant, xxxx xxxx, against the defendant, xxxx xxxx. The claimant is represented by Mr. xxxx, and the defendant is represented by Ms. xxxx. The Honourable Mr. Justice xxxx presides over this case.

Proceedings:

The Claimant, xxxx xxxx, has initiated a claim in the High Court for breach of contract. The matter concerns an agreement between the parties in which the defendant, xxxx xxxx, was contracted to supply goods to the claimant. The goods were to be delivered by xxth June 2024, but no delivery occurred within the agreed timeframe, and the claimant asserts that this failure resulted in substantial financial loss. The claimant is seeking damages for the breach of contract, the sum of which is claimed to be £xxxx.

The Defendant, xxxx xxxx, denies that they breached the terms of the contract and asserts that any delays were caused by external factors beyond their control. The defendant intends to show that they made reasonable efforts to deliver the goods on time and that the claimant did not take reasonable steps to mitigate their losses.

Opening Submissions:

1. Claimant's Opening:

Mr. xxxx, counsel for the claimant, made an opening submission to the Court.



**For Enuncia Global Media Solutions
OPC Pvt Ltd**

Sign
Authorised Signatory



He outlined that the defendant had failed to deliver the goods as agreed under the terms of the contract. He stated that despite repeated assurances from the defendant, the claimant did not receive the goods by the contracted delivery date. Mr. xxxx informed the Court that the claimant had suffered significant financial losses as a result, which will be substantiated with evidence including emails between the parties and the contract itself. Mr. xxxx stated that the claimant is entitled to damages for the breach of contract and would seek compensation for the disruption to their business operations.

2. Defendant's Opening:

Ms. xxxx, counsel for the defendant, responded with an opening submission. She indicated that the defendant did not fail to perform under the contract, but instead, the delays were caused by circumstances beyond the defendant's control, including delays from the supplier. Ms. xxxx emphasized that the defendant had made all reasonable attempts to fulfill the contract and that the claimant did not take adequate steps to minimize the loss. The defendant contends that the claimant's claim for compensation is excessive and that the defendant should not be held liable for the full amount claimed.

Witness Testimony:

1. Testimony of Mr. xxxx (Claimant's Witness):

The first witness for the claimant, Mr. xxxx, Managing Director of the claimant's company, provided evidence in support of the claimant's position. Mr. xxxx confirmed that an agreement was entered into between the parties for the delivery of goods by 30th June 2024. He stated that despite several requests for updates, the defendant did not deliver the goods until mid-July 2024, which was outside the agreed schedule. Mr. xxxx further explained that this delay caused significant disruption to the claimant's business, leading to financial loss. Documents including the signed contract, email exchanges, and invoices were submitted as evidence.

2. Defendant's Cross-Examination of Mr. xxxx:

Ms. xxxx, during her cross-examination, challenged the witness's assertion that the delay caused the claimed losses. She questioned Mr. xxxx on the steps taken by the claimant to mitigate the losses after the delay. Ms. xxxx highlighted that the claimant had not made alternative arrangements for the goods, despite being aware of the potential delay. She further suggested that the claimant had exaggerated the financial impact of the delay.



For Enuncia Global Media Solutions
OPC Pvt Ltd

Sign
Authorised Signatory



Objection and Ruling:

During the examination of Mr. xxxx, Ms. xxxx raised an objection to certain testimony, claiming that the witness was offering opinions about the financial losses suffered by the claimant. The judge, Mr. Justice xxxx, sustained the objection, ruling that the witness should refrain from making conclusions about the financial impact and should only provide factual information regarding the delay and the steps taken to address the breach of contract.

Break for Lunch:

At 12:30 PM, the Court rose for lunch. The proceedings were scheduled to resume at 1:45 PM.

Proceedings After Lunch:

After lunch, the next witness, a financial expert, was called by the claimant to provide evidence on the extent of the financial losses caused by the delay in the delivery of goods. The expert's testimony included a detailed analysis of the claimant's records, and the expert confirmed that the claimant's business had indeed suffered a financial loss, although the exact amount was disputed by the defendant.

Conclusion of Proceedings for the Day:

The proceedings continued throughout the day, with further examination of the financial expert and a rebuttal from the defendant's counsel. At the close of the day, the judge adjourned the proceedings until the following morning.

End of Transcript for the Day



For Enuncia Global Media Solutions
OPC Pvt Ltd

Sign
Authorised Signatory