

**Image Decorations Ltd v Dean & Bowes (Contracts) Ltd [2004] Adj.C.S. 03/05**

**(Court and name of judge not available)** : 5th March 2004.

Deans & Bowes, the main contractors on a leisure centre development in Epson, subcontracted plastering, partitioning, decorating, drylining and suspended ceiling works to Image Decorations Ltd. The contract was on D&B standard form subcontract terms.

Image submitted claims for additional payments of £640,795.15 for variations. These sums were not paid and Image commenced adjudication.

During the course of the adjudication argument arose as to what exactly the adjudicator had been asked to decide (*The terms of reference are not available but it would appear from the outcome that they related merely to entitlement and not to quantum*).

In order to clarify matters the adjudicator invited the parties to extend jurisdiction to embrace sums due under the contract rather than limiting it to issues related to withholding. Consent was not given but the adjudicator went ahead in any case on the basis that **S L Timber System Ltd v Carillion Construction Ltd 2001** gave him the authority to consider any matter which he considered was necessarily connected with the dispute. He deemed in the circumstances that that he could make a determination of sums due under the application.

The defendant did not pay. The claimant commenced enforcement proceedings.

The court disagreed with the adjudicator's approach, finding that the intention of Paragraph 20 of the Scheme for Construction Contracts was to enable the adjudicator to make subsidiary matters necessary to decide the issues referred to him. Clearly there was no need here to decide quantum in order to decide entitlement, which was an additional issue not a subsidiary matter.

Accordingly, enforcement was refused for lack of jurisdiction.