

JUDGMENT : HHJ David Wilcox. TCC. 14th April 2008.

Civil and structural engineers submitted a payment dispute to adjudication. The defendants / respondents in this application for summary enforcement countered that the scope of works had not been defined in the contract and payment rates had not been agreed. Accordingly the adjudicator had no jurisdiction and the decision was unenforceable.

The claimant / applicant sought to rely on s15 Supply of Goods & Services Act 1982 to claim a reasonable charge for professional construction services. Whilst the adjudicator found for the claimant on this basis, the court held that in the absence of any written agreement as to scope of works or charges, arguably the adjudicator had no jurisdiction under s107 HGCRA. *RJT Consulting Engineers Ltd v DM Engineering [2002]* applied. Accordingly leave was granted to defend.

The court noted that if there had been an agreement for contractual adjudication, as opposed to reliance on statutory adjudication, it might be circumstances where it could be possible to rely upon implied rights to receive a reasonable payment by virtue of s15 SG&SA 1982 to

Peter Stockhill of Berrymans for the claimant.

Marc Lixenberg, instructed by Seddons, for the defendant.