



**NOTICE OF A CLAIM FOR DAMAGES UNDER
SECTION 47A OF THE COMPETITION ACT 1998**

CASE NO. 1247/5/7/16

Pursuant to rule 33(8) of the Competition Appeal Tribunal Rules 2015 (S.I. 2015 No. 1648) (the “Tribunal Rules”), the Registrar gives notice of the receipt of a claim for damages (the “Claim”) on 5 February 2016, under section 47A of the Competition Act 1998 (the “Act”), by Shahid Latif and Mohammed Abdul Waheed (the “Claimants”) against Tesco Stores Limited (the “Defendant”). The Claimant is represented by Pannone Corporate LLP of 378-380 Deansgate, Manchester M3 4LY (Reference: Gareth Birch).

The Claim arises from an alleged infringement of the Chapter I prohibition and/or the Chapter II prohibition in the Act and/or the common law doctrine of restraint of trade.

The Claimants have applied for fast-track designation of the proceedings pursuant to Rule 58 of the Tribunal Rules.

In 1997 the Claimants sold land to the Defendant. Pursuant to the relevant transfer agreement, the land retained by the Claimants is subject to a covenant ‘not to use or permit any of the Retained Land to be used for the sale of food convenience goods or pharmacy products’.

The Claimants allege that the transfer agreement and/or the covenant constitute an agreement and/or concerted practice that has/have the object or effect of preventing, restricting and/or distorting competition on the relevant market within the UK.

Further or alternatively the Claimants allege that the Defendant is dominant and/or has a significant market share and/or significant market power that the covenant protects, thereby preventing, restricting and distorting competition. The covenant adversely affects trade within the UK as it adversely affects the ability of the Claimants to develop and lease the retained land and/or it adversely affects the sale of groceries and pharmacy products within the relevant geographic market.

Further or alternatively, the Claimants say that the covenant infringes the common law doctrine of restraint of trade and/or the Act because it is wider in scope and duration than was necessary to protect the Defendant’s legitimate interests, if any, which may have existed in 1997.

The Claimant seeks:

- (1) A declaration that the covenant is void and unenforceable.
- (2) An injunction restraining the Defendant and any associated bodies corporate from enforcing the covenant.
- (3) Damages to be assessed.
- (4) Exemplary damages.
- (5) Such other consequential orders as the Tribunal thinks fit.
- (6) Interest.
- (7) Costs.

Further details concerning the procedures of the Competition Appeal Tribunal can be found on its website at www.catribunal.org.uk. Alternatively, the Tribunal Registry can be contacted by post at Victoria House, Bloomsbury Place, London WC1A 2EB, or by telephone (020 7979 7979), fax (020 7979 7978) or email (registry@catribunal.org.uk). Please quote the case number mentioned above in all communications.

Charles Dhanowa OBE, QC (Hon)
Registrar

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