



COMPETITION APPEAL TRIBUNAL

NOTICE OF A CLAIM UNDER SECTION 47A OF THE COMPETITION ACT 1998

Case No: 1713/5/7/25

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 21 March 2025, under section 47A of the Competition Act 1998 (the “Act”), by Circadian Limited (the “Claimant” / “Circadian”) against: (1) Carey Group Limited, (2) P.J. Carey Plant Hire (Oval) Limited, and (3) T.E. Scudder Limited (together, the “Defendants”). The Claimant is represented by Scott+Scott UK LLP, 1 Chancery Lane, London WC2A 1LF (Reference: Cian Mansfield).

The Claimant is a building developer. Its ultimate parent undertaking and controlling party is CK Asset Holdings Limited, a company listed on the Stock Exchange of Hong Kong. The Claimant was a party to the tender and contract relating to the supply of demolition services in respect of the development of land at Lots Road, London SW10 (the “Lots Road Project”).

The Defendants all form part of the Careys/Scudder group of companies and operate in the construction sector. Each of the Defendants has a registered address in England.

The Claimant alleges that it suffered loss and damage as a consequence of the Defendants’ unlawful agreements and/or concerted practices (i) to fix the tender and supply of demolition services and asbestos removal services, (ii) to share commercially sensitive information, and (iii) not to compete properly in relation to Construction Services (together, the “Cartel Arrangements”).

The Cartel Arrangements are described in a decision of the Competition and Markets Authority (“CMA”) in Case 50697 titled “Supply of demolition and related services” which the CMA issued on 23 March 2023 (the “Decision”). A non-confidential version of the Decision was published on 12 June 2023. The Claimant relies on each of the facts and findings of the infringements set out in the Decision. The CMA determined in its Decision that:

1. legal entities within 10 corporate groups (the “Addressees”) had engaged in Cartel Arrangements in the UK, in breach of section 2 of the Act (“the Chapter I prohibition”);
2. there had been 19 individual Infringements (the “Infringements”), each relating to a specific construction project;
3. the Infringements took place between, at least, 17 January 2013 and 20 June 2018 (the “Cartel Period”);
4. the Cartel Arrangements involved (so far as relevant) the Defendants agreeing with their competitors to fix prices, share commercially sensitive information and not to compete with each other; and
5. the Addressees should pay fines totalling £61,334,957.

The Claimant was a party to the tender and contract set out in “Infringement 6” of the Decision, which related to the Lots Road Project and which the CMA concluded had taken place between 28 July 2014 and 1 September 2014 (the “Infringement 6 Period”). As to this infringement, the CMA concluded that between 28 July 2014 and 28 August 2014, T.E. Scudder Limited and Brown and Mason Limited took part in the Infringement 6

Cartel Arrangements and that between 4 August 2014 and 1 September 2014, T.E. Scudder Limited and Cantillon Limited took part in the Infringement 6 Cartel Arrangements.

According to the Claim Form, the Defendants are all Addressees to the Decision. The Third Defendant, T.E. Scudder Limited, was found to have participated in the Cartel Arrangements. During the relevant periods for each of the infringements, Carey Group Limited wholly owned P.J. Carey Plant Hire (Oval) Limited, which wholly owned T.E. Scudder Limited. On that basis, the First and Second Defendants, Carey Group Limited and P.J. Carey Plant Hire (Oval) Limited respectively, were presumed (see paragraph 5.39 of the Decision) to “exercise a decisive influence of the commercial policies of its wholly owned subsidiaries” and were thereby held jointly and severally liable for T.E. Scudder Limited’s involvement in the Cartel Arrangements.

The Claimant contends that the Cartel Arrangements caused the price of construction services to be higher than they would otherwise have been during the Cartel Period and continued to cause prices of Construction Services to be higher than they would otherwise have been after the end of the Infringement 6 Period and the Cartel Period.

The Claimant submits that the Defendants have infringed the Chapter 1 prohibition imposed by section 2 of the Act by participating in the Cartel Arrangements. The claim is brought in respect of an infringement decision within the meaning of section 58A(1)(b) of the Act. The Decision became final when the time for appealing the Decision expired without an appeal having been brought. Accordingly, the Tribunal is bound by the Decision.

The Claimant seeks:

1. Damages. The Claimant provisionally calculates the overcharge caused by the Infringement 6 Cartel Arrangements to be £2,382,000.
2. Compound and/or simple interest.
3. Costs.
4. Such further or other relief as the Tribunal may order.

Further details concerning the procedures of the Tribunal can be found on its website at www.catribunal.org.uk. Alternatively, the Tribunal Registry can be contacted by post at Salisbury Square House, 8 Salisbury Square, London EC4Y 8AP, or by telephone (020 7979 7979) or email (registry@catribunal.org.uk). Please quote the case number mentioned above in all communications.

Charles Dhanowa CBE, KC (Hon)
Registrar

Published 28 March 2025