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Case No: KB-2025-001929

**IN THE HIGH COURT OF JUSTICE**  
**KING'S BENCH DIVISION**

Royal Courts of Justice  
Strand, London, WC2A 2LL

Date: 13/11/2025

**Before :**  
Mr Justice Dexter Dias

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**Between :**

**(1) ORANGE TRANSGROUP LTD**  
**(2) IT WAY TRANSGROUP CLEARANCE**  
**LLP**

**Claimants**

**- and -**

**SHEIN DISTRIBUTION UK LIMITED**

**Defendant**

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**The claimants in person (Mr Liaqat)**  
**Eleanor Campbell (instructed by Howard Kennedy LLP) for the Defendant**

Hearing dates: 3 November 2025  
(*Judgment circulated in draft: 10 November 2025*)  
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**JUDGMENT**

Remote hand-down: this judgment was handed down remotely at 10.30 am on Thursday 13 November 2025 by circulation to the parties or their representatives by e-mail and release to the National Archives.  
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THE HON. MR JUSTICE DEXTER DIAS

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**Mr Justice Dexter Dias :**

1. This is the judgment of the court.
2. To assist the parties and the public to follow the main lines of the court's reasoning, the text is divided into 12 sections, as set out in the table of contents above. The table is hyperlinked to aid swift navigation.

**I. Introduction**

3. The judgment rules on a series of applications and cross-applications between three companies that had contractual relationships with one another in differing and disputed ways. However, the depth of the conflict between them means that it is disputed whether the contracts put before the court and relied on by the defendant even exist and instead have been fabricated. One of the sharpest disputes between the parties is whether a valid arbitration agreement exists conferring dispute resolution on the International Chamber of Commerce ("ICC") and in consequence whether a stay should be granted under section 9 of the Arbitration Act 1996 ("the Act") to proceedings filed in this court.
4. I will use the nomenclature adopted by the parties in the hearing before me. The first claimant is Orange Transgroup Ltd ("Orange"). Orange provides

customs clearance, warehousing and forwarding services for retailers importing goods into the United Kingdom. I observe immediately that the formulation “Ltd” is how the company has styled itself on the particulars of claim, the argued significance of this abbreviation will become apparent. Orange is an LLP designated member of IT Way (“IT Way”), the second claimant. IT Way has the same registered office as Orange in London. IT Way performs customs clearance on behalf of Orange.

5. The claimants represent themselves. Mr Liaqat who, is connected to both companies, presented the case on behalf of the claimants without objection from the defendant. During the course of the litigation to this point, Mr William Du who is a director of Orange has filed a number of documents and submissions. Mr Du attended with Mr Liaqat, occasionally making suggestions to him.
6. The defendant is Shein Distribution UK Limited (“Shein”). The Shein group, founded in China, is more generally internationally known as a lifestyle brand and e-retailer, particularly in the fast fashion space. The defendant is represented by Ms Campbell of counsel.
7. Despite the intensity of the acrimony between the parties everyone conducted themselves before me with probity and respect, and the court is grateful to all of them for their assistance.

## **II. Applications**

8. The court was tasked with ruling on three applications from each “side” (that is, taking the two claimants together, having presented themselves as a unified front).

### **Claimants’ applications**

1. Part 11 declaration (11 June 2025). That the defendant has accepted the jurisdiction of the High Court by not making a Part 11 application disputing jurisdiction in favour of arbitration.
2. Strike out (12 June 2025). Strike out of the defendant’s applications as “abusive”, given the defendant’s acceptance of High Court jurisdiction.
3. Injunction (7 July 2025). Injunctive relief restraining the defendant from pursuing arbitral proceedings.

### **Defendant’s applications**

(all dated 10 June 2025)

1. Interim stay of Orange’s claim (10 May 2025) against the defendant for serious damage caused (stay either under section 9 of the Act or court’s inherent jurisdiction/case management powers).
2. Interim stay of IT Way’s claim (10 May 2025).
3. Strike out of claim form and particulars of claim insofar as they assert claims by IT Way against the defendant.

9. The claimants submit that the case raises a question of profound public interest. They allege that Shein has been involved in tax evasion and customs fraud. This is something Shein strenuously denies. The claimants submit that Shein seeks to “silence” them, and the application to consign the dispute to private arbitration is a “desperate attempt” to conceal the truth from the public. Shein refutes any such thing: it merely and legitimately relies on an arbitration clause in a valid contract between the parties that is now disputed because Shein is owed something over £1.5 million in overpayments it made to Orange. In response, Mr Du says in his filed witness statement of 7 July 2025:

“I do not bring this claim lightly. Litigation was never my intention. It is costly, exhausting, and deeply uncertain. But when the choice is between fighting and folding—and when livelihoods—not just balance sheets—are at stake—there comes a point where silence becomes complicity. ... I am not here because we are the only company to be mistreated. I am here because, perhaps, we are the only one left that is willing—or able—to say so.”

10. Shein denies any misconduct whatsoever. I examine the claimants’ applications first, before turning to those of the defendant, this being the order the parties agreed to make submissions to the court.

### **III. Brief facts**

11. The factual record is complicated, often disputed, and incomplete. Be that as it may, I am satisfied that there is sufficient material before the court to reach a clear decision on the most appropriate outcome for each application. I will flesh out the facts and evidence relevant to each application where necessary in the section devoted to that application. I provide here no more than a thumbnail overview to give a context to what follows. It is not the definitive history, nor purports to be.
12. There is a fundamental dispute between the parties about what contract or contracts govern the relationship between Shein and Orange. The defendant’s case is that in October 2021 Shein entered into a written service agreement (the “SA”) with Orange for the performance of customs clearance, warehousing and forwarding services in respect of its goods imported into the UK. The SA contained an arbitration clause (“clause 3” or “arbitration agreement/contract”) which reads as follows:

“All disputes arising in connection with service agreement which the parties cannot settle mutually shall be finally settled under the rules of conciliation and arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the rules. Whatever both parties deem necessary and are not

described in this agreement, it shall be subject to discussions between both parties as and when.”

13. The SA appears to be signed by a “Mr Su Jing”. Shein’s case is that this is the Orange representative who dealt with their mutual commercial relationship. They called him by the English name he used, which is Bill. Orange denies it entered into the SA, or any written contract with Shein, or that Bill had any authority to enter into the SA on its behalf. Mr Du writes his witness statement of 7 July 2025:

“This individual has never held any corporate or representative role within Orange Transgroup Ltd. To the best of the Claimant’s knowledge, he was a sales contact based in mainland China, with no UK employment or legal status permitting him to act for the company.”

14. It is common ground that from 2021 Orange performed customs clearance, warehousing and forwarding services for Shein. Orange states that this was on a contract concluded by conduct and not formally reduced to writing. The defendant submits that Orange invoiced Shein for its services, and Shein initially paid Orange’s invoices into Orange’s bank account with Lloyds Bank in London, then following Orange’s request, changed payment from the summer of 2022 to an HSBC account in Hong Kong.
15. The defendant’s case is that part of the arrangement was for Shein to make advance payments in respect of customs duties and other taxes payable on goods processed by Orange. Shein further submits that on 1 August 2022, Shein entered into a further written agreement with Orange (the “supplemental agreement”) by which the parties made more detailed provision for the prepayments of import duty and tax. Shein’s case is that the supplemental agreement, like the SA, was executed on behalf of Orange by Bill. Once more, Orange denies this.
16. By an email dated 27 January 2025, the defendant claims that Bill informed Shein that Orange would cease providing services to Shein from February “due to internal problems”. It is Shein’s case that Orange thereby repudiated the SA, and Shein accepted that repudiatory breach resulting in the SA terminating at the end of January 2025. However, a dispute arose between the parties about the return of tax and duty prepayments made by Shein to Orange pursuant to the SA. The prepayments had exceeded the amounts due, so Orange retained a significant amount of money. Shein calculates that on termination of the SA the overpayments totalled £1,523,925.48. The defendant sought repayment of this amount by Orange, but Orange refused. The exchanges between Shein and Orange became increasingly bitter, with Mr Du principally corresponding on behalf of Orange and Mr Arish Bharucha, solicitor at Howard Kennedy LLP (“Howard Kennedy”), on behalf of the defendant.

17. On 22 April 2025 Mr Du, the then sole director of Orange, wrote a letter entitled “Pre-Action Notice” to Shein on behalf of Orange and IT Way. Mr Du informed Shein that Orange and IT Way intended to commence legal proceedings against Shein. Shein responded by letter from Howard Kennedy dated 30 April 2025 stating that any dispute must be resolved by arbitration in accordance with the arbitration clause in the SA. Howard Kennedy also explained that if the overpayment was not repaid to Shein by 14 May 2025, it would prepare and file a request for arbitration without further reference to Orange.
18. On 10 May 2025 the claimants filed their claim for damages  

“arising from fraudulent misrepresentation, abuse of market dominance, breach of contract by conduct, unjust enrichment, customs and VAT fraud, trade secret misappropriation, defamation and unlawful interference with business relations.”
19. The amount claimed is £5,750,000. After some dispute about the validity of the claim form, on 27 May 2025 Shein filed its acknowledgment of service and indicated its intention to dispute High Court jurisdiction by ticking the box on the standard form. Mr Du responded by filing a witness statement on 28 May 2025 setting out why Shein’s jurisdiction challenge should be dismissed. Further, by a letter of the same date, Mr Du told Shein that unless it withdrew its jurisdiction challenge, he would take steps to bring Shein’s alleged misconduct to the attention of HMRC and regulatory bodies. He repeated this by email on 29 May 2025. On 30 May 2025, he claimed to have submitted a confidential regulatory disclosure to HMRC concerning “historic customs declaration activities undertaken on instruction from [Shein] between 2021 and 2024.” One can understand the framing of these vigorously disputed allegations from the claimants’ skeleton argument (para 4.3), where it is said that Shein is  

“a company that has operated with impunity across jurisdictions, invoking scale, complexity, and jurisdictional opacity to stay just out of reach. What distinguishes this case is that—for the first time—there is a party with first-hand operational access, prepared to put evidence before a Court, under oath, in public, and subject to adversarial testing.”
20. On 10 June 2025, Shein issued its stay and strike out application. In response, on 11 and 12 June 2025, the claimants issued their stay and strike out applications. On 30 June 2025, Shein issued its request for arbitration, relying on clause 3 of the SA. On 3 July 2025, the secretariat of the ICC informed Orange of Shein’s arbitration request. Mr Du responded to the ICC on the same day that there was no valid arbitration agreement between the parties. He sought a stay of the arbitration pending decisions in the High Court. On 7 July 2025, the claimants issued their injunction application in the High Court.

21. This is merely the bare bones of the background. It will be sufficient to embark on an examination of the applications. It is to this task I turn.

#### **IV. Claimants' applications (overview)**

22. The three applications made by the claimants are interconnected, although require separate determination. I provide first an overview of the rival arguments before examining each application in turn.
23. The claimants invite the court to declare under Part 11 of the Civil Procedure Rules ("CPR") that the defendant has accepted this court's jurisdiction. This is because the defendant has not made a Part 11 application to dispute jurisdiction. As such, the stay application made by the defendant should be struck out under CPR 3.4 as "abusive" given that jurisdiction has not been disputed. Further, an interim injunction should be granted to prevent and prohibit any efforts by the defendant to progress arbitral proceedings since the defendant has not waived High Court jurisdiction. Further, or alternatively, injunctive relief should be granted due to the "major" public interest in the issues raised in the claimants' claim against Shein.
24. The defendant submits that it did not need to make a Part 11 application to dispute jurisdiction as it made a stay application under section 9 of the Act and followed the procedure set out in CPR Part 62, complying fully with CPR 62.3 and 62.8 in particular. The strike out application fails on the failure of the Part 11 application. The application for injunctive relief fails for the same reason, and to the extent that there remains a residual public interest basis for an injunction, it is misconceived.

#### **V. Claimants' application 1: CPR Part 11**

25. I consider two questions. First, the defendant's submission that it has followed the correct procedural course under the CPR by observing the requirements of CPR Part 62 for a section 9 stay application. Second, the Part 11 application itself.

##### **Part 62**

26. The defendant did not put any precedent before the court as authority for the proposition that an application for a section 9 stay removes the requirement to make a Part 11 application to dispute jurisdiction. Its submission rested on the natural and ordinary words of the statute and Part 62. Section 9 of the Act provides:

##### **"9 Stay of legal proceedings.**

- (1) A party to an arbitration agreement against whom legal proceedings are brought (whether by way of claim or counterclaim) in respect of a matter which under the

agreement is to be referred to arbitration may (upon notice to the other parties to the proceedings) apply to the court in which the proceedings have been brought to stay the proceedings so far as they concern that matter.

- (2) An application may be made notwithstanding that the matter is to be referred to arbitration only after the exhaustion of other dispute resolution procedures.
- (3) An application may not be made by a person before taking the appropriate procedural step (if any) to acknowledge the legal proceedings against him or after he has taken any step in those proceedings to answer the substantive claim.
- (4) On an application under this section the court shall grant a stay unless satisfied that the arbitration agreement is null and void, inoperative, or incapable of being performed.
- (5) If the court refuses to stay the legal proceedings, any provision that an award is a condition precedent to the bringing of legal proceedings in respect of any matter is of no effect in relation to those proceedings.”

27. It should be noted that section 4 of the Act provides that Schedule 1 will list those parts of the Act that are mandatory. Section 9 is one of the mandatory provisions.

28. CPR Part 62, as relevant, provides:

“62.3

(2) An application under section 9 of the 1996 Act to stay legal proceedings must be made by application notice to the court dealing with those proceedings.

62.8

(1) An application notice seeking a stay of legal proceedings under section 9 of the 1996 Act must be served on all parties to those proceedings who have given an address for service.

(2) A copy of an application notice under paragraph (1) must be served on any other party to the legal proceedings (whether or not he is within the jurisdiction) who has not given an address for service, at –

(a) his last known address; or

(b) a place where it is likely to come to his attention.

(3) Where a question arises as to whether –

(a) an arbitration agreement has been concluded; or

(b) the dispute which is the subject-matter of the proceedings falls within the terms of such an agreement,

the court may decide that question or give directions to enable it to be decided and may order the proceedings to be stayed pending its decision.”

**Discussion: Part 62**

29. It is not disputed by the claimants that the defendant has provided evidence of having complied with the procedural steps specified in CPR 62.8. I judge that six chief points illustrate what the correct decision on this sub-issue should be:

- (1) The stay sought by the defendant is based on a statutory power founded on section 9 of the Act;
- (2) Section 9 is one of the mandatory provisions within the Act;
- (3) CPR Part 62 sets down procedural rules for arbitration claims: CPR 62.3 requires an application notice to be filed; CPR 62.8 specifies clear steps for valid section 9 stay applications;
- (4) CPR 62.8(4) makes specific provision for stay applications where, as here, there is dispute whether an arbitration contract has been concluded;
- (5) Given the detailed rules laid down in Part 62, it is unlikely that if a Part 11 application were also required for an arbitration-related stay application that there would be no reference to that additional requirement;
- (6) The defendant complied with the CPR 62.8 requirements.

30. It seems to me unnecessarily duplicative to have to comply with the requirements of section 9 and Part 62 and also be obliged to make an application under Part 11. Instead, for my part, the stay application under section 9 was the appropriate course and the defendant complied with the CPR 62.3 and 62.8 procedural requirements.

**Conclusion: Part 62**

31. I am not persuaded that a Part 11 application was needed by the defendant. However, if I am wrong, I move on to consider the Part 11 submission and provide the court’s assessment of it.

**Part 11**

32. The claimants rely heavily on the judgment of the Court of Appeal in *Hoddinott and others v Persimmon Homes (Wessex) Ltd* [2007] EWCA Civ 1203 (“*Hoddinott*”). The judgment of Dyson LJ (as he then was) has been, of course, regularly cited since then. The claimants did not refer to the more recent case of *Pitalia v NHS* [2023] EWCA Civ 657 (“*Pitalia*”) in which the Court of Appeal commented on certain aspects of *Hoddinott*. Nor was there any reference to the first instance reliance placed on *Pitalia* by Bacon J in *Tintometer v Pitmans* [2024] EWHC 370 (Ch) (“*Tintometer*”). The court brought both authorities to the attention of the parties and provided an opportunity to consider them before they embarked on Part 11 submissions.

### ***Hoddinott***

33. In *Hoddinott*, the claimants made a without notice application to extend the four-month time limit for service of the claim form, stating they were unable to particularise their claim fully while awaiting expert evidence. The district judge granted the application and extended time for service. The claimants informed the defendant of the claim form and the extension. After the original four-month time limit had expired, but before being served with the claim form, the defendant issued an application to set aside the order extending time for service. Before that application was heard, the claimant served the claim form and particulars of claim on the defendant. The defendant's solicitors filed an acknowledgement of service, without ticking the box indicating that the defendant intended to contest jurisdiction. Subsequently, the defendant's application to set aside the extension was heard at first instance. The claim was struck out as having been served out of time. The claimants appealed on the basis that after the application to set aside the extension of time, the defendant acknowledged service without opposing jurisdiction.
34. The Court of Appeal held that under CPR 11(5), if a defendant files an acknowledgment of service and does not make an application disputing the court's jurisdiction within 14 days thereafter, the defendant is to be treated as accepting the court's jurisdiction to try the claim. The court rejected the defendant's argument that its application to set aside the order extending time for service had rendered an application under Part 11 unnecessary. The language is clear. An application to set aside an order extending service is not an application under CPR 11, nor an application made within 14 days after filing the acknowledgment of service. On the facts, this conclusion was reinforced by the defendant not indicating on the acknowledgement of service that it intended to dispute jurisdiction.

### ***Pitalia***

35. In *Pitalia*, the Court of Appeal examined *Hoddinott* and offered guidance on the approach to procedural errors that are technical rather than amounting to substantive flaws. The specific facts of *Pitalia* are of limited relevance and for that reason touched on only briefly by the Court of Appeal. It was a dispute between two doctors and the NHS about certain contractual arrangements. The claimants' claim form was served after the requisite four months and was struck out. The significance of the Court of Appeal's decision for Part 11 purposes is that the defendant the NHS failed to make specific reference to

Part 11 in seeking to strike out the claim form, and failed to tick the box on the acknowledgement of service disputing jurisdiction. The question was whether in light of *Hoddinott* the NHS's error could be corrected under CPR 3.10. That provides:

**“General power of the court to rectify matters where there has been an error of procedure**

3.10

Where there has been an error of procedure such as a failure to comply with a rule or practice direction –

(a) the error does not invalidate any step taken in the proceedings unless the court so orders; and

(b) the court may make an order to remedy the error.”

36. It repays setting down the relevant passage in the judgment of Bean LJ:

“33. *Hoddinott* lays down that if a Defendant acknowledges service without making an application under CPR 11(1) for an order declaring that the court has no jurisdiction (or should not exercise its jurisdiction) to try the case, this is taken to be an acceptance of jurisdiction. Whatever one might think of *Hoddinott*, the decision is binding on us, and like the judge I do not consider that it has been impliedly overruled by *Barton*. The judge was also right to reject the argument, based on the use of the word “expired” in *Barton*, that there is an analogy between the expiry of a claim form and the death of a living creature. Plainly in some circumstances an expired claim form can be revived: see CPR 7.6(3).

34. I agree with the judge that the failure of the Defendant's solicitors, when completing the acknowledgment of service form, to tick the box indicating an intention to contest jurisdiction is not fatal to their application for relief. Even if the box had been ticked an application would still have been required to be made within 14 days. CPR 11(1) does not say that a box on a form must be ticked: it says that an application must be made. As the judge put it, a tick in the box is neither necessary nor sufficient as a basis for challenging jurisdiction.

35. The critical question, therefore, is whether the Defendant's application of 24 January 2020 can, by the use of CPR 3.10, be treated as having been made under CPR 11(1). I do not accept Mr Trotman's argument that such rectification would offend against the *Vinos* principle. CPR 11(1) does not contain clear mandatory wording equivalent to that laid down by CPR 7.6 (3) that a

retrospective extension of time may be granted “only if” certain conditions are fulfilled.

36. The failure to make express reference to CPR 11(1) in the letter of 21 January 2020 or the application of 24 January 2020 was in my view an error capable of rectification under CPR 3.10. The three documents - the acknowledgment of service, the covering letter and the application to strike out supported by witness statements – together made the Defendant’s intentions clear. This was in substance an application to stop the case on the grounds that the Claimants had failed to serve the claim form in time. The case is much closer to *Steele v Mooney* than to *Vinos* or *Hoddinott*.”

### ***Tintometer***

37. *Pitalia* was then carefully considered recently by Bacon J in *Tintometer*. Bacon J addressed *Pitalia* at paras 57-58:

“57. The principle set out in *Hoddinott* must, however, now be considered in the light of the recent judgment of the Court of Appeal in *Pitalia*. In *Pitalia* the claim form had been served outside the four-month time period specified in CPR r. 7.5. The defendant had filed an acknowledgement of service, ticking the box indicating that it intended to defend the claim, but not the box which indicated that it intended to contest jurisdiction. The defendant had, however, already written to the claimants indicating that it intended to apply to strike out the claim on the grounds of late service of the claim form, and the cover letter filed with the acknowledgement of service also raised the issue of late service and stated an intention to apply to strike out the claim. Three days after the acknowledgement of service was filed, the defendant filed its application to strike out the claim for non-compliance with r. 7.5.

58. The Court of Appeal considered (at §§34–38) that the failure of the defendant’s solicitors to tick the box on the acknowledgement of service form indicating an intention to contest jurisdiction was not fatal to the strike out application. The critical question was rather whether the strike out application could, by the use of r. 3.10, be treated as having been made under r. 11(1). As to that point, the court held that the failure to make express reference to r. 11(1) in the covering letter accompanying the acknowledgement of service, and in the strike out application itself, was an error capable of rectification under r. 3.10, given that the documents taken together made the defendant’s intentions clear: namely that it was applying to stop the case on the grounds of failure to serve the claim form in time. The failure of those documents to make express reference to r. 11(1) was, the

court held, “just the sort of technical error for which CPR r. 3.10 was designed”.”

38. Bacon J applied the approach in *Pitalia* to the facts of the case before her at para 59:

“In my judgment the present case is likewise a case in which r. 3.10 can and should be applied. As in *Pitalia*, the intention to contest jurisdiction was not indicated in the acknowledgement of service, and the strike out application did not specifically refer to r. 11. But the substance of the defendants’ strike out application made clear that their intention was to bring the claim against Pitmans to an end on the grounds (among others) that one or more of the extension of time orders should be set aside, such that the claim was served out of time.”

**Discussion: Part 11**

39. When one examines the defendant’s application dated 10 June 2025, two vital features are clear. First, the defendant stated in terms in its acknowledgement of service that it intended to contest this court’s jurisdiction. The claimants recognise that in their skeleton argument at para 4.3. It is difficult for the claimants to aver otherwise given that on 28 May 2025, Mr Du wrote to this court in these terms:

“This document is submitted in anticipation of the Defendant’s intended challenge under CPR 11.1, as noted in their Acknowledgment of Service dated 27 May 2025. It outlines the basis for jurisdiction including the UK location of services, damages, contractual conduct, and the Defendant’s UK incorporation.”

40. Second, that the substance of the defendant’s application leaves no room for doubt but that the court’s jurisdiction was contested on the basis of the arbitration clause in the SA. Put another way: a jurisdiction dispute is the obvious consequence of reliance on the arbitration clause. There can be no other sensible interpretation. It is also of significance that the defendant’s stay application on 10 June 2025 was filed on the last day for a CPR 11(4) application to dispute the court’s jurisdiction and the defendant took the section 9/Part 62 route to challenge, in my view correctly.
41. Examining matters in light of Bean LJ’s judgment in *Pitalia*, the three documents referred to at para 36 of his judgment as making “the intentions clear” can be compared with this case.

(1) Acknowledgement of service: the defendant ticked the box indicating that it intended to dispute jurisdiction;

(2) Correspondence:

- a. On 30 April 2025 the defendant sent a letter in response to a letter (“Pre-Action Notice”, as Mr Du styled it). The defendant indicated in reply to Mr Du’s expressed intention to start legal proceedings, that that any dispute between the parties should be resolved at arbitration;
- b. On its email of 10 June 2025 Ms Wyke of the defendant’s solicitors sent an email to Mr Du. It attached a draft order sent to the court for stay and strike out;

(3) Stay and strike out applications: by its applications dated 10 June 2025, the defendant made it plain that it contested jurisdiction and the claimants’ claims should be stayed under section 9 of the Act pending arbitration or stayed under the inherent jurisdiction and/or case management powers of this court; and/or in respect of IT Way, struck out.

42. One must look at the circumstances in the round. Ticking the box is plainly not in itself sufficient to challenge jurisdiction. Looking more widely, I conclude that this is a case where the approach of the Court of Appeal in *Pitalia* would directly apply if a Part 11 application were necessary, although I have indicated that I do not consider it was. The defendant did not make an express Part 11 application disputing jurisdiction. To the extent that it should have done so, this can only amount to a technical and procedural error. It is precisely the purpose of CPR 3.10 to correct such errors.
43. I cannot accept the claimants’ submission in their skeleton argument (para 4.6) that the defendant’s stay applications cannot amount to a valid jurisdiction challenge. It is clear at all points that the defendant disputed this court’s jurisdiction in favour of the arbitral proceedings relying on the validity of clause 3 of the SA. Thus the claimants’ argument that the defendant’s conduct “amounts to procedural evasion and forum manoeuvring, and seriously undermines the integrity and coherence of the CPR 11 jurisdictional process” misses the point. The defendant is not improperly seeking to manoeuvre or manipulate forum. The defendant seeks to enforce an arbitration clause in what it claims to be a valid contract entered to by both the defendant and Orange.
44. I cannot see how there can be any material prejudice to the claimants resulting from the jurisdiction challenge under section 9 as opposed to Part 11. Nothing in the substance of the defendant’s challenge changes. The arguments are identical. The defendant still relies on the arbitration clause in the SA. The claimants still dispute the validity of that clause and indeed the existence of the SA in its entirety. Nothing in those implacably entrenched positions changes. I note the pragmatic and principled approach of Bacon J in *Tintometer* at para 61:

“It is therefore appropriate to grant relief so as to correct the defendants’ errors of procedure in not ticking the “dispute jurisdiction” box on the acknowledgement of service form and

not expressly raising a r. 11 application in their strike out application.”

45. In the instant case, Shein did “tick” the jurisdiction dispute box. That does not require remedying. However, it did not expressly raise a Part 11 application and if that were procedurally required, I exercise my discretion to correct the error under CPR 3.10, although I remain unconvinced it was necessary. As a result, the defendant will not “be treated as having accepted that the court has jurisdiction to try the claim” under CPR 11(5). Instead, as in *Pitalia*, and in the event it is necessary, the defendant’s stay applications will also be treated as if made as an application disputing jurisdiction under CPR 11(1).

**Conclusion: Part 11**

46. The claimants’ application for a declaration that the defendant is to be treated as having accepted this court’s jurisdiction is dismissed.

**VI. Claimants’ application 2: CPR 3.4**

47. The claimants recognise that the strike out application under CPR 3.4 is entirely derivative of the success of the Part 11 application. The argument is that it is abusive to make a stay application if the defendant is to be treated as having accepted this court’s jurisdiction. The defendant submits that the strike out application is “superfluous” as if the Part 11 application succeeds, a CPR 3.4 application being unnecessary. In any event, the Part 11 application has failed and as a logical consequence so does the strike out.

**Conclusion: CPR 3.4**

48. The claimants’ application under CPR 3.4 is dismissed.

**VII. Claimants’ application 3: Injunction**

49. The claimants seek an interim anti-arbitration injunction under section 37(1) of the Senior Courts Act 1981. Injunctive relief is also sought by virtue of the court’s case management powers under CPR Part 3.1(2)(f) to stay or restrain proceedings to ensure the proper administration of justice. Injunctive relief is sought on two bases: a consequence of Part 11 and public interest.

**Basis 1: Part 11**

50. First, as framed in the claimants’ skeleton argument:

“to preserve the integrity of these proceedings and the Court’s jurisdictional inquiry, unless and until this Court has determined, pursuant to the Claimant’s application under CPR 11.5, whether the Defendant’s claims are subject to any valid and binding arbitration agreement.”

51. The Part 11 application has been determined and failed. I add that the claimants argue that this court is “seised [sic] of the dispute first in time” by their first filing. But this fails to recognise that the forum appropriateness is not simply a race to the front. It is a holistic multifactorial assessment informed strongly by the overriding objective. I turn to the second basis, the first having failed.

**Basis 2: Public interest**

52. The second basis for granting injunctive relief is because there is a “major issue” to be tried. The claimants allege serious misconduct by the defendant, including the strongly denied allegations of customs fraud and tax evasion. As a basis for interim injunctive relief on public interest grounds, the claimants cite *American Cyanamid v Ethicon* [1975] AC 396. In the claimants’ skeleton argument at para 6.7, it is stated:

“Due to public interest in transparency and accountability, it is submitted that these matters are more appropriately determined by the Court rather than in private arbitration. In light of these considerations and given that the allegations in the present claim concern potentially fraudulent activity and tax irregularities, it is submitted that the matters raised are of legitimate public interest.”

53. However, I do not understand the “serious issue to be tried” constituent element of the tripartite *American Cyanamid* test to be focused on questions of great public interest. The test is directed at the arguability issue rather than its wider public importance. A putative issue may have a theoretically vital public interest, but nevertheless be so fanciful and flimsy on its merits not to satisfy the serious issue to be tried test. As Lord Diplock pointed out, the test operates as a filter to eliminate claims that are frivolous or vexatious. The claim must have a real prospect of success. This is not about public importance but the intrinsic evidential quality of the claim.
54. It is important not to lose sight of the ball. The defendant’s claim is for repayment of sums said to be owed to it under what it asserts to be a valid SA. If the arbitrator determines that the arbitration contract does not exist or the arbitration clause has no validity due to the lack of Bill’s ostensible or actual authority or otherwise, there is nothing to prevent the claimants pursuing such claims as legitimately arise from their allegations against the defendant in the appropriate forum, be it this court or elsewhere.
55. If the arbitrator finds that she has jurisdiction, the public interest arguments the claimants advance in their skeleton argument can be developed for her consideration. It will be a matter for her whether what the claimants allege fall within scope or whether they rendered it inappropriate to proceed with the arbitral proceedings. Once more, that is a matter for her and this court does not intrude or constrain her assessment by comment at this point.
56. In their argument in favour of injunctive relief, the claimants submit that it is well established that where the existence or validity of an arbitration

agreement is itself disputed, it is for the court - not the arbitral tribunal - to determine that question as a matter of jurisdiction. This is said to be consistent with the principle affirmed in *Midgulf International Ltd v Groupe Chimique Tunisien* [2010] EWCA Civ 66 (“*Midgulf*”). It is that the court emphasised its jurisdictional primacy in resolving threshold matters. These submissions fail to give weight to the careful analysis of the Court of Appeal in *Al-Naimi (t/a Buildmaster Construction Services) v Islamic Press Agency Inc* [2000] C.L.C. 647 (“*Al-Naimi*”). As I will shortly elaborate, due to the principled approach approved by the Court of Appeal in that case, I have concluded that the most appropriate course is for the arbitrator to determine the validity of the arbitration clause and hence whether her jurisdiction is established. For these reasons, the injunction application largely falls away on the basis it has been pleaded.

57. Nevertheless, in opposing the injunction application, the defendant points to the exceptional nature of injuncting arbitral proceedings. It placed reliance on *Claxton Engineering Services Ltd v TXM Olaj-Es Gazkutato Kft* [2011] 2 All E.R. (Comm) 128 (“*Claxton*”). Hamblen J (as he then was) observed that the question of an anti-arbitration injunction was a matter of “debate and controversial” in the international arbitration community. However, he noted that English courts have the jurisdiction to grant such an injunction (para 28). He continued:

“[29] Modern examples of the English court granting such injunctions are *Republic of Kazakhstan v Istil Group Inc* and, in respect of an arbitration outside the jurisdiction, *Albon’s* case. The authorities indicate that such injunctions will generally only be granted in exceptional circumstances: see *Weissfisch v Julius* [2006] 2 All ER (Comm) 504 at [33] and *Republic of Kazakhstan v Istil Group Inc* [2008] 1 Lloyd’s Rep 382 at [48].

[30] This is consistent with the doctrine of *Kompetenz-Kompetenz* and with the ‘principles of the law of international arbitration agreed under the New York Convention and recognised by this country in the 1996 Act’: see *Weissfisch v Julius* at [33].”

58. Vitally for this case, he said at para 34:

“In order to establish exceptional circumstances, it will usually be necessary, as a minimum, to establish that the applicant’s legal or equitable rights have been infringed or threatened by a continuation of the arbitration, or that its continuation will be vexatious, oppressive or unconscionable”.

59. Examples of qualifying abuse has been found in various decisions. To give but one example, in *Injazat Technology Capital Ltd v Hamid Najafi* [2012] EWHC 4171 (Comm) an injunction was granted in respect of second and third arbitrations which were vexatious and oppressive. These further proceedings

were a bald attempt to evade enforcement of the first award by re-litigation of issues already decided by the arbitrator in the first arbitration and/or by raising matters which could and should have been raised by way of defence and counterclaim in the first arbitration proceedings (see para 22). In *Claxton*, Hamblen J provided a valuable working out of these principles in the case before him. There was infringement of the claimant's legal rights:

“[35] In the present case the claimant can establish that the continuation of the arbitration will be a breach of its legal rights. This court has held that the contract was subject to an English exclusive jurisdiction clause and the proceedings brought by the defendant are a clear breach of that contractual agreement. Not only that, but this is a legal right of a nature which the English courts have recognised it is generally appropriate to enforce by way of injunctive relief unless there are ‘strong reasons for not giving effect to the exclusive jurisdiction clause’: see *Donohue v Armco Inc* [2001] UKHL 64 at [36], [2002] 1 All ER (Comm) 97 at [36], and subsequent authorities summarised by Burton J in *Deutsche Bank AG v Sebastian Holdings Inc* [2009] EWHC 3069 (Comm) at [14]–[24], [2010] 1 All ER (Comm) 808 at [14]–[24].

[36] This is also a case in which the claimant can establish that it would be vexatious and oppressive to allow the arbitration to continue since this court has already held that there is no arbitration agreement. Allowing the arbitration to continue will therefore not only involve the claimant in duplication of work and needless expense, but it will do so on a jurisdictional basis which this court has already held does not exist.

[37] Since this court has already held that there is no arbitration agreement, the reliance sought to be placed by the defendant on the New York Convention is misplaced.”

60. The contrast with the instant case cannot be greater. No court has ruled on whether an arbitration agreement exists and/or is valid. It is precisely that dispute between the parties that must be resolved. I cannot see how in principle the matter proceeding to a resolution of the dispute about clause 3 is vexatious or oppressive. I judge it to be the opposite: necessary and inevitable. The real question is in which forum that dispute should be determined. That is the subject-matter of the forum question about the dispute around Bill's authority and the heart of the defendant's first application. I will come to that shortly.

### **Conclusion: injunction**

61. There is no exceptionality in *Claxton* terms that would justify the granting of an anti-arbitration injunction. There is nothing vexatious or oppressive given that no court has ruled on the existence or validity of the clause 3 arbitration contract. The wider public interest considerations the claimants point to have little relevance to the question of injunctive relief at this point and the serious

issue to be tried issue in *American Cyanimid* is a threshold question about sufficiency of prospects rather than claimed importance of issue. It must be remembered that the arbitral proceedings initiated by the defendant are in respect of its claim of £1.5 million overpayment. There is no counterclaim in the arbitration proceedings made by Orange, which has not engaged with the process and disputes arbitral jurisdiction. It remains unclear how the serious allegations of tax evasion and fraud made by the claimants feed into the overpayment dispute, but it will be open to Orange to develop the point before the arbitrator. The defendant seeks to have its claim adjudicated by the sole arbitrator under what it claims to be a valid arbitration contract. I cannot see what is vexatious or oppressive about that given the Part 11 challenge has failed, as has the CPR 3.4 application.

62. Lacking proper foundation, the application for injunctive relief is dismissed on both bases under which it was sought, the Senior Courts Act 1981 and the CPR. Both applications are similarly misconceived. Having dismissed the claimants' three applications, I turn to the applications made by the defendant.

### **VIII. Defendant's application 1: stay of Orange**

63. The defendant seeks a stay of Orange's claim behind the determination of arbitral proceedings under clause 3 of the SA. There are several elements that in combination found the basis for the defendant's stay application under section 9 of the Act.

#### **Arbitration contracts**

64. It is beyond controversy that the principle of separability in section 7 of the Act entails that the invalidity of the main contract does not necessitate the invalidity of the arbitration agreement. Section 7 provides:

#### **"7 Separability of arbitration agreement.**

Unless otherwise agreed by the parties, an arbitration agreement which forms or was intended to form part of another agreement (whether or not in writing) shall not be regarded as invalid, non-existent or ineffective because that other agreement is invalid, or did not come into existence or has become ineffective, and it shall for that purpose be treated as a distinct agreement."

65. Therefore, an arbitration agreement is to be treated as a distinct agreement which is void or voidable only on grounds which relate directly to the arbitration agreement. Where a party to a contract containing an arbitration agreement claims that the person who purported to sign it on its behalf had no authority to conclude any agreement, such a claim constitutes an attack on the validity of the arbitration agreement. Authority is provided by the House of Lords in *Fiona Trust and Holding Corporation v Privalov* [2007] Bus LR 1725 ("*Fiona Trust*"). At paras 17-18, the court said:

“17. The principle of separability enacted in section 7 means that the invalidity or rescission of the main contract does not necessarily entail the invalidity or rescission of the arbitration agreement. The arbitration agreement must be treated as a “distinct agreement” and can be void or voidable only on grounds which relate directly to the arbitration agreement. Of course there may be cases in which the ground upon which the main agreement is invalid is identical with the ground upon which the arbitration agreement is invalid. For example, if the main agreement and the arbitration agreement are contained in the same document and one of the parties claims that he never agreed to anything in the document and that his signature was forged, that will be an attack on the validity of the arbitration agreement. But the ground of attack is not that the main agreement was invalid. It is that the signature to the arbitration agreement, as a “distinct agreement”, was forged. Similarly, if a party alleges that someone who purported to sign as agent on his behalf had no authority whatever to conclude any agreement on his behalf, that is an attack on both the main agreement and the arbitration agreement.

18. On the other hand, if (as in this case) the allegation is that the agent exceeded his authority by entering into a main agreement in terms which were not authorised or for improper reasons, that is not necessarily an attack on the arbitration agreement. It would have to be shown that whatever the terms of the main agreement or the reasons for which the agent concluded it, he would have had no authority to enter into an arbitration agreement. Even if the allegation is that there was no concluded agreement (for example, that terms of the main agreement remained to be agreed) that is not necessarily an attack on the arbitration agreement. If the arbitration clause has been agreed, the parties will be presumed to have intended the question of whether there was a concluded main agreement to be decided by arbitration.”

66. Under section 30 of the Act, the arbitral tribunal may rule on its own substantive jurisdiction. The power of the arbitrator to make such a decision not being in doubt, the question is whether this court should decide the question first or should refer it to the arbitrator. This is because the mere existence of the arbitrator’s power does not mean this court should always refer the dispute about the arbitrator’s substantive jurisdiction to the arbitral tribunal. It is an acutely fact-sensitive evaluation. It depends on factors such as the state of the evidence and the progress of proceedings in the respective forums. Where there is challenge to the validity of the arbitration agreement, and thus a challenge to the jurisdiction of arbitral proceedings, the court may take one of several courses, as confirmed in *Al-Naimi*. In short, they include:

- (1) Determine the validity of the arbitration contract itself on the written evidence;

- (2) Stay the proceedings under its inherent jurisdiction to allow the Tribunal to determine the issue of the existence of the arbitration agreement pursuant to s.30 of the 1996 Act;
- (3) Direct an issue to be tried under CPR 62.8(3);
- (4) Decide there is no arbitration agreement and dismiss the stay application.

67. The burden rests squarely on the party seeking to establish the existence and validity of an arbitration agreement that covers the claims brought in the High Court (*Aeroflot – Russian Airlines v Berezovsky* [2013] 2 C.L.C. 206 at para 73, per Aikens LJ, with whom Laws LJ and Mann J agreed). It repays setting out the relevant passage in *Al-Naimi*. Waller LJ at 651 agreed in principle with the first instance judgment of Judge Humphrey Lloyd QC in *Birse Construction Ltd v St David Ltd* [1999] BLR 194 (“*Birse*”). Waller LJ said at 649:

“I find that what he had to say about the approach to a s. 9 application very helpful, and both counsel before us suggested that it provided useful guidance. [Quoting then from 196 of the first instance judgment in *Birse*.]

“Mr Darling for the plaintiff contended that there should be no stay of the proceedings unless the court was satisfied that there was clearly an arbitration agreement. I do not consider that the position is that clear cut. The circumstances of the application must be taken into account. I accept that if it is clear on the evidence that a contract did or did not exist then the court should so decide for it cannot be right either to direct an issue pursuant to O. 73, r. 6(2) or to leave the “dispute” to be determined by an arbitral tribunal. The dominant factors must be the interests of the parties and the avoidance of unnecessary delay or expense. Where the rights and obligations of the parties are clear the court should enforce them. Unless the parties otherwise agree s. 30 of the Arbitration Act 1996 now permits an arbitral tribunal to decide questions of jurisdiction where it might not previously have been competent to do so. It is not mandatory and, contrary to a suggestion made by Mr Palmer, the existence of the power does not mean that a court must always refer a dispute about whether or not an arbitration agreement exists to the tribunal whose competence to do so is itself disputed. The Act does not require a party who maintains that there is no arbitration agreement to have that question decided by an arbitral tribunal. Indeed

RSC, O.73, r. 6 in making express provision for a decision as to whether there is an arbitration agreement suggests that normally a court would first have to be satisfied that there is an arbitration agreement before acting under s. 9 (and that a dispute about such a matter falls outside s. 9 ). There will however be cases where it would be right to defer the decision, particularly, for example, if the determination of whether or not a contract was made also embraces the determination of the scope of the contract and its ingredients. In some cases it would be better for the court to act under O. 73, r. 6 ; in other cases it may be appropriate to leave the matter to be decided by an arbitrator. The latter course is likely to be adopted only where the court considers that it is virtually certain that there is an arbitration agreement or if there is only a dispute about the ambit or scope of the arbitration agreement ...”

I would entirely support the above approach in relation to an application under O. 73, r. 6(2) subject only to the point ultimately made by the Court of Appeal. If the court decides that it is the court which should determine whether the matters the subject of the action are the subject of an arbitration clause, unless the parties were agreed that the matter should be resolved on affidavit, then, if there is a triable issue, directions should be given for trying that issue. It may be helpful to add that the equivalent of O. 72, r. 6(2) now appears in the CPR, Pt. 49G Practice Direction, para. 6.2 in almost identical terms, and it would seem that the approach should thus be the same. It is right to point out that under the CPR the court has a wider discretion to rule what evidence it needs to decide any particular point (see Pt. 32.1 ). However, it seems unlikely, in the absence of agreement that issues should be tried on witness statements alone, that a court which (a) formed the view that there were triable issues relating to facts material to the jurisdiction question; (b) had an application before it to cross-examine the makers of those statements; and (c) had decided that the court should resolve the matter as opposed to an arbitrator, would do other than direct a trial of the issue.

The only other point I would make so far as the above approach is concerned is that it must not be overlooked that the court has an inherent power to stay proceedings. I would in fact accept that on a proper construction of s. 9 it can be said with force that a court should be satisfied (a) that there is an arbitration clause and (b) that the subject of the action is within that clause, before the court can grant a stay under that section. But a stay under the inherent jurisdiction may in fact be sensible in a situation where the court cannot be sure of those matters but can see that good

sense and litigation management makes it desirable for an arbitrator to consider the whole matter first. If, for example, the court thinks that it would take a trial with oral evidence to decide whether matters the subject of the action were actually within the scope of an arbitration clause, but that it was likely that on detailed inquiry the subject matter of the action will be found to be covered by the arbitration clause; and particularly if an arbitration was bound to take place in relation to some issues between the parties, and where having explored the details necessary to found jurisdiction, it would only be a short step to deciding the real issues, it will often be sensible for the court not to try and resolve that question itself but leave it to the arbitrator.

It is true that since the matter goes to jurisdiction there is a risk that the matter might come back to the court under s. 67, but since costs and time are, in the example given, going to be expended on matters that relate to jurisdiction and once the tribunal who hears that evidence will be in a strong position to move quickly on to resolve the main issues — the risk will often be worth taking. This seems to me in accordance with the spirit of the 1996 Act and in particular s. 30, and 32(2).”

68. I am bound by the Court of Appeal. I have found this clear approach of great value and have followed it. The question of choice of way forward turns on the state of the evidence now before me. It is to that I turn.

#### **State of evidence**

69. I examine in turn the evidence placed before me by the parties.

#### *Defendant's evidence*

70. The defendant has filed no witness statement from any employee who dealt with Bill. However, there is a witness statement dated 10 June 2025 filed by the defendant's solicitor Mr Bharucha. This is not the same as evidence from those with direct knowledge of the commercial arrangements between the parties. Nevertheless, Mr Bharucha states, as relevant:

“53. In correspondence Mr Du has denied any knowledge of the SA or the Supplemental Agreement, and has asserted that the signatories on those agreements “have never been authorized by Orange Transgroup Ltd, nor have they ever held positions within our company.” He has also denied that the signatures comply with the formalities required in English law (see for example, Mr Du's email of 8 April 2025).

54. ... I note that Mr Du has also claimed that the person who sent the termination email “was not employed by Orange Transgroup Ltd. I, personally, never consented to or authorized the termination of cooperation with Shein.” - see his email of 16 April 2025 - this position is demonstrably false, however, as Mr

Du was copied to the termination email; he therefore clearly knew of it at the time, and did nothing to suggest that its contents were untrue or that it should not have been sent.

55. For present purposes I simply note that pursuant to s.43(1)(b) of the Companies Act 2006, a contract may be made on behalf of an English company by any person with express or implied authority to do so; there are no formality requirements for the making of an ordinary contract by a company (such as that it be made in writing, sealed, or witnessed). Moreover, the SA and the Supplemental Agreement were both signed on behalf of Orange by Bill, together with its stamp.”

71. The defendant states that it cannot “access” those employees who were involved in autumn 2021 when the SA was concluded. When asked why this was, the defendant told the court that it did not keep records from 2021. I am bound to say I found this puzzling. Here is a major international retail brand. It states that it entered into a contract with Orange in October 2021. However, it has not provided any documentation of the steps in the negotiations that led to the concluding of the SA. It has filed no witness statement from anyone involved in any capacity. At one point, it appeared that the defendant was suggesting that it did not know who was involved as it only had the “we.com” messaging remaining as opposed to the email record. If this is truly the case, it is surprising. Nonetheless, when the defendant was asked whether it could, to use its term, “access” employees who dealt with Bill more recently in the three years or so following the SA being agreed, it said that it could. Shein said it had chosen not to put any witness statement before the court. In part this was because the ostensible authority test was objective, examining what it was objectively reasonable to conclude from Orange’s representations, such as they may be, as principal. I perceive difficulties in this.
72. First, as to Bill’s actual authority at Orange or indeed IT Way, those Shein employees who dealt with him in the three-year period are likely to provide the court with evidence and insight about the capacity in which he held himself out as dealing with them. Second, the defendant invites the court to draw an inference about Bill’s authority at the time of the conclusion of the SA in autumn 2021. It is the defendant’s case that the court can reasonably infer the true nature and extent of his authority from the subsequent documentary record following the concluding of the SA. The simple and parsimonious course would have been to file witness evidence. The defendant has failed to do this. It leaves the court in the position of having to infer authority from documentation without a single filed witness statement from any employee of the defendant who ever dealt with Bill in the three years before the SA ended. That this is problematic is illustrated by the claimants’ position, to which I turn.

*Claimants’ evidence*

73. On behalf of the claimants and Orange in particular, there is the witness statement of Mr Du dated 12 June 2015. In it, he strongly refutes Bill's authority. He states:

“13. At paragraphs 9–14 of the Defendant's Witness Statement (pp. 3–4) Exhibit I, the Defendant relies upon a purported “Service Agreement” dated 28 October 2021 (the “SA”), allegedly signed between Shein Distribution UK Limited ('Shein') and Orange Transgroup Ltd ('Orange'). The Defendant seeks to use this document as the contractual foundation for its arbitration stay application and related strike-out arguments.

14. The Claimants categorically deny that [the SA] was ever validly executed by Orange Transgroup Ltd. The signature attributed to Orange on the final page of the SA (Exhibit J, AB1/11) is not that of Mr HaoXiang Du, who has been and remains the sole registered director and legal representative of Orange Transgroup Ltd. This fact is verified in the UK Companies House record.

15. The individual who signed the SA on behalf of Orange is neither named nor identifiable in any supporting resolution, board minute, or authority document. The Defendant has provided no evidence of actual or ostensible authority issued by Mr Du or Orange's board. In fact, Mr Du has never signed or authorised the execution of the SA at any time.

16. This absence of authority renders the SA legally unenforceable.”

74. Mr Du is a director and designated member of Orange. He may be taken to have a reasonable grasp of Bill's role and authority. It was clarified in oral argument that the claimants are relatively small companies and employ around 20 people. It is not beyond credulity that Mr Du knew whether Bill had any authority to conclude the SA. However, his assertion that Bill, if indeed it was Bill, acted without authority faces a number of challenges of its own.
75. It appears that Bill's signature is on the SA, although the claimants “cannot confirm” that fact. It is unclear whether the claimants dispute that it is Bill's signature or whether someone has forged it. Similar points may be made about the supplemental agreement, also apparently signed by Bill and on which the defendant relies. Whether it was a frolic of Bill's own or naked fabrications, the point is that there is no filed evidence from the person who would know: there is no witness statement from Bill. When the claimants were asked if they could obtain a witness statement from Bill, they indicated that they could. I am bound to express equal puzzlement that this has not been done. But it has not.

*Submissions on the evidence*

76. Turning to the rival arguments about this evidence, it is submitted on behalf of the defendant that Bill will therefore have had ostensible authority to execute the SA and the supplemental agreement on Orange's behalf if:
- (a) Orange represented to Shein that Bill had such authority, such representation being capable of being made by Orange's conduct in permitting Bill to act in such a way in relation to its business as to represent that he had authority to enter into the SA on its behalf; and
  - (b) Shein reasonably relied on such representation and made such enquiries as a reasonable person would have done in all the circumstances to verify the authority of Bill.
77. The defendant then identifies what it submits are revealing indicators in the documentation about the true nature of Bill's authority. I have considered them fully. They include but are not limited to:
- The signatures on the SA and supplemental agreement said by the defendant to be Bill's signature; the similarity of company stamps used;
  - The 26 July 2022 letter from Orange via the Bill IT Way email address to the defendant indicating a change of payment account from Lloyd's in the United Kingdom to HSBC in Hong Kong;
  - The WeChat exchange in September 2022 between Mr Gu of Shein and Angyitianshi of Orange about the same alteration, where Angyitianshi refers to Bill as "our boss";
  - The supplemental agreement refers back to the SA as the "master agreement" and is thus consistent with it;
  - The termination email of 27 January 2025 from Bill's IT Way email address and significantly, Mr Du is copied into the email and took no action to countermand it.
78. The defendant recognises that Mr Du claims that Bill was not authorised to send the email of 27 January 2025 informing Shein that Orange was to cease providing services to it. Indeed, in an email to Shein on 16 April 2025 Mr Du said of the email of 27 January 2025 that Bill "was not employed by Orange Transgroup Ltd. I, personally, never consented to or authorized the termination of cooperation with Shein." At the oral hearing, the claimants explained that Bill worked for a different company: Orange Transgroup Limited (not "Ltd."), based in Hong Kong. The purported supplemental agreement states that it is signed in Guangzhou, China, supporting, it is said, the fact that the London companies knew nothing about it. The claimants submit that the difference between "Limited" and "Ltd." is significant. The defendant says this distinction is absurd.

79. To develop the argument made by the defendant, if Bill had sent the email of 27 January 2025 without Mr Du's agreement and approval, Mr Du would surely have responded to it by informing Shein that in fact there would be no cessation in the performance of the services. The available material also contains instances of Bill being referred to as a "partner". An example is an email from 20 May 2025. It is from the "Bill" IT Way email address at 09:36. It is to Mr Du (called familiarly by the author of the email) "Will" at Mr Du's IT Way email address. Bill's email account emails Mr Du speaking about the loss of a "major client" and asks Mr Du for a "statement" so the author could "report to the board". On 20 May 2025, Mr Du emailed Bill, copying four other people. He addressed his email "Dear Partners of I.T. way Transgroup Clearance LLP".
80. The claimed significance of this is how the claimants plead their case in the particulars of claim at para 16:
- "[Orange] oversees strategic investment and management decisions, while [IT Way] functions as the licensed customs entity responsible for executing logistics operations...Both entities act as a single commercial unit in dealings with [Shein], under the direction of shared officers and unified business planning."

**Discussion: state of evidence**

81. The defendant relies on the concept of ostensible authority as set out notably in *Ukraine v Law Debenture Trust Corp Plc* [2024] A.C. 411 ("*Ukraine*"). The Supreme Court said at para 39:

"Apparent or ostensible authority, on the other hand, describes a relationship between the principal and a contractor which arises from a representation made by the principal to the contractor that an agent has authority to enter on behalf of the principal into a contract within the scope of that apparent authority. The representation, if acted upon by the contractor, by entering into a contract with the agent, creates an estoppel, preventing the principal from asserting that he is not bound by the obligations which the contract imposes on him: *Freeman & Lockyer*, at p 503 per Diplock LJ. For the estoppel to operate the representation must be one upon which the contractor could and did reasonably rely. The doctrine protects a contractor who is entitled to assume that the person with whom he is dealing has the authority which he appears to have. But the principle cannot be relied upon by a contractor who is put on inquiry, by which we mean that the contractor fails to make the inquiries that a reasonable person would have made in all the circumstances to verify that the person with whom he is dealing does indeed have authority: *East Asia Co Ltd v PT Satria Tirtatama Energindo* [2020] 2 All ER 294 ("*PT Satria*") , paras 92 and 93."

82. The court observed (para 40) that the representation which forms the basis for ostensible authority may be made by conduct. In this, the court referenced the much-cited dictum of Robert Goff LJ in *Armagas Ltd v Mundogas SA (The Ocean Frost)* [1986] AC 717 (“*The Ocean Frost*”), where the court said at 731D-E:

“The representation which creates ostensible authority may take a variety of forms; but the most common is a representation by conduct, by permitting the agent to act in some way in the conduct of the principal’s business with other persons, and thereby representing that the agent has the authority which an agent so acting in the conduct of his principal’s business usually has.”

83. Relying on *Ukraine* and *The Ocean Frost*, the defendant submits that Orange represented to Shein that Bill had authority to enter the SA. Such representation was made by Orange’s conduct in permitting Bill to act in such a way in relation to its business as to represent that he had authority to enter into the SA on its behalf, and all the evidence supports this. As a result, Shein reasonably relied on such representation and made such enquiries as a reasonable person would have done in all the circumstances to verify the authority of Bill.

**Conclusion: state of evidence**

84. As correctly noted by the defendant, Bill’s ostensible authority may be constructed or inferred from conduct and the test is objective. There must be a representation from the principal. The principal is Orange; neither the SA nor supplementary agreement has IT Way as a contracting party. Without at this point making a definitive finding about the question, I can see a reasonable argument that if it is true that Orange placed Bill in a position to extensively deal with the defendant, the defendant can argue with force that Orange has the requisite conduct.
85. However, the defendant also recognises with legal accuracy that such conduct is insufficient. There must be reasonable reliance by the third party (Shein) on the representation. Presently there is no direct evidence before the court from the defendant about how and why it relied on Bill’s conduct and thus the representation of his alleged principal, Orange. What is striking is that the defendant has put no correspondence whatsoever before the court to illustrate how the SA it so fundamentally relies on came to be negotiated, settled and signed. When asked about this, the defendant informed the court that none of the correspondence from autumn 2021 has been kept. As indicated, this is a surprising suggestion. This is paired with the defendant telling the court that the people who were involved in negotiating and entering into the SA are “not accessible”. Therefore, there is no evidential account from the defendant from anyone involved in the creation and signing of the SA. This raises obvious questions it would be of use to explore in oral evidence with a suitably authorised representation of Shein.

86. This is especially so since the claimants point to the difference between the concluding of the SA and that of the power of attorney appointing IT Way as direct representative of Shein dated 25 January 2022 (Bundle 810). The claimants told the court that there is a “paper trail” of correspondence as one might expect leading to the concluding of this document which has important legal effect. However, when asked to take the court to the supporting correspondence, the claimants said the correspondence record was not entered into evidence for the hearing but is available. Here is another gap in the evidence. It is entirely conceivable that the way in which a legal document was negotiated between the second claimant and the defendant in January 2022 would assist in understanding what is likely to have taken place to conclude another purported contract (the SA) between the first claimant and the defendant in October 2021. But there is no evidence before the court.
87. Next, the defendant’s assertion in its skeleton argument that there is no evidence about Bill’s authority is wrong. It is beyond doubt that Mr Du, a designated member of Orange, has filed evidence flatly disputing that Bill had any authority whatsoever in respect of Orange and particularly in respect of entering into the SA, which Orange says never was authorised by it. Bill is not a designated member of Orange or indeed IT Way (the designated members of the latter being corporate entities). In various communications, the person (assuming it was one person) using the Bill IT Way email account is described or self-describes as a “partner” of IT Way. It is unclear what this term means, and there is no evidence to explain it. Questions remain about when Bill became a partner, of what, and with what authority over what company and which functions within it. There is no evidence that Bill has purported to be a “partner” of Orange. Bill’s signature does not appear on the 27 January 2025 email in contrast to his earlier emails, for example the change of settlement centre to Hong Kong email dated July 2022 with what appears to be an automatically generated footer significant of “Jing Su, Bill”.
88. There is no evidence about who applied the Orange stamp to the SA and on whose authority. There is no evidence about who had access to the stamp or stamps and with what authority, all questions that can be legitimately explored in evidence. The reference in the particulars of claim appears, according to the defendant, to “be a reference to the management team”. This can be put to Mr Du or anyone testifying on behalf of Orange and tested. Based on these particulars, the defendant submits that the management team can be taken to operate both entities, at least in relation to the dealings with Shein. The defendant further argues that Bill is clearly a member of the top-level management team at IT Way, and Orange and IT Way have the same management team. This is also a matter that can be properly explored with any representative of Orange who testifies on its behalf.
89. My firm view is that the parties have placed the court in an invidious position. It will not do for the court on so central a question to speculate or make a finding based on a plainly incomplete, defective and unsatisfactory evidential record. There is a significant evidential vacuum at the heart of the dispute about Bill’s authority. It can be readily and swiftly cured. While the court

may try to draw inferences, I am not confident that they would be safe or reliable inferences given the inadequate state of the evidence. The overriding objective requires that the case is dealt with fairly and justly, an aspect of which is that the court makes the right decision. This is not a collateral, secondary or tertiary issue. It is at the heart of the dispute about arbitral jurisdiction. If Bill has no authority, actual or ostensible, there are serious questions about the existence and validity of the arbitration contract and thus arbitral proceedings. However, the state of the evidence before the court on both sides is replete with obvious gaps and uncertainties. As the parties informed the court, these could be remedied by the filing of witness evidence. While I express some surprise that this has not already been done, that is where we are. I note the observations of Chadwick LJ in *Al-Naimi* at 654:

“I agree with Waller LJ that it would be a rare case in which it could be appropriate for the court to resolve issues of fact on written evidence alone unless invited to take that course by both parties; although I would not rule out the possibility that such a case might arise. I agree, also, that the court must be entitled to decline an invitation (although made with the support of both parties) to embark on the task of resolving issues of fact without the advantage of oral evidence in a case where it thinks oral evidence is necessary. But, where both parties ask the court to decide the issue in a summary way, the court should, I think, meet that request if it properly can.”

90. I am not able to properly meet the request of the parties. I do not regard this as one of the “rare” cases where the matter can be resolved on the papers when there is such a stark conflict of evidence and so many unanswered questions resulting from the evidential void. There is a clear triable issue. As Waller LJ said in *Al-Naimi*, if such an issue needs to be decided, “directions should be given for trying that issue”. The question becomes which forum will provide the most expeditious and effective venue for the decision.

### **Forum**

91. The defendant submits that should the court not feel confident in resolving the authority dispute on the papers, then it should be resolved by the arbitrator. This is because there is a hearing on 18 December 2025 at which the arbitrator will be able to promptly determine the authority issue and hence her jurisdiction. The claimants oppose this course.
92. The arbitrator convened a case management conference on 11 September 2025 by MS Teams. In her subsequent Procedural Order No. 2, dated 26 September 2025, the arbitrator laid down a timetable for the filing of evidence and materials towards the 18 December hearing. At point 1 of the timetable in Annex A is a direction that by 24 October 2025:

“Parties to serve written  
submissions on jurisdiction  
and merits along with relevant

supporting documents and any  
factual witness evidence and (if  
permitted) expert evidence”

93. This deadline has passed by around a week as at the hearing before me. However, the arbitrator has asked to be informed about the decisions of this court today by 14 November 2025:

“Parties to notify the Tribunal  
of the outcome of the High  
Court hearing and file any  
further limited submissions,  
along with relevant supporting  
documentation, relating to the  
impact of the outcome of the  
High Court hearing on these  
Proceedings”

94. I emphasise that this court does not impinge on the arbitrator’s remit and does not make case management directions that should be the province of the arbitrator. I note that at para 32 of her order she records:

“The Claimant [Shein] has expressed the view that this proceeding should be determined following an oral hearing, to give the Tribunal the opportunity to test the submissions that have been made. The Tribunal agrees with that view and shall, in due course, issue further procedural directions dealing with the organisation of the hearing, after consulting with the Parties.”

95. She also states that:

“Tribunal to proceed to an Award:  
February [2026] (award issuance - estimated)”

96. While the claimants urge the court to retain jurisdiction, plainly the most expeditious route in overriding objective terms for the dispute between the parties about Bill’s authority to be determined is by the arbitrator on 18 December 2025. It will be for the parties to choose what evidence they wish to file for the arbitrator.

**Conclusion: forum**

97. I am satisfied that the issue of Bill’s authority will be most expeditiously and appropriately determined by the sole arbitrator at her forthcoming hearing. I also have in mind the approach of the Court of Appeal in *Fiona Trust*. The court said at para 34 that there is a presumption that the arbitral tribunal should determine its own jurisdiction first if at all possible:

“...it is contemplated by the Act that it will, in general, be right for the arbitrators to be the first tribunal to consider whether they have jurisdiction to determine the dispute.”

98. I cannot think that such a course prejudices the claimants. It is open to them to engage with the arbitral proceedings and file such evidence as they wish directed at the authority/jurisdiction issue. If they succeed before the arbitrator on the substantive jurisdiction question, then the path is clear for the claimants to apply to pursue their claims against the defendant in this court. I note that at para 26 of her order, the arbitrator states:

“Any person capable of testifying on the facts of the dispute, including Parties’ officers, employees and representatives, may submit a written witness statement and be called as a witness of fact.”

**Orange stay**

99. This brings me to the defendant’s application to stay Orange’s claim against it in this court. This is a matter I have carefully considered. I have found further assistance in *Al-Naimi*. Waller LJ said at 651:

“But a stay under the inherent jurisdiction may in fact be sensible in a situation where the court cannot be sure of those matters but can see that good sense and litigation management makes it desirable for an arbitrator to consider the whole matter first. If, for example, the court thinks that it would take a trial with oral evidence to decide whether matters the subject of the action were actually within the scope of an arbitration clause, but that it was likely that on detailed inquiry the subject matter of the action will be found to be covered by the arbitration clause; and particularly if an arbitration was bound to take place in relation to some issues between the parties, and where having explored the details necessary to found jurisdiction, it would only be a short step to deciding the real issues, it will often be sensible for the court not to try and resolve that question itself but leave it to the arbitrator.”

100. Having assessed the totality of the relevant evidence in detail, I conclude that it is likely that the defendant’s overpayment claim would fall within the scope of the arbitration agreement. I also think it highly likely, always alive to the possibility that further evidence may be filed which alters the overall picture, that the arbitrator will find that there is a valid arbitration agreement. I emphasise that this is not to intrude into the arbitrator’s decision-making. The decision about her substantive jurisdiction, which rests in large part on determining the question of Bill’s authority, is exclusively a matter for her. Nothing in this judgment provides later support in either direction.
101. For the sake of good order, and to avoid duplication, it seems to me that Orange’s claim should be stayed behind the determination of the arbitral dispute. Let me be clear about the basis of the stay. For a section 9 stay, it

must be established that there is a valid arbitration agreement (*Albon t/a NA Carriage Co. v Naza Motor Trading* [2007] EWHC 665 (Ch) at para 14, per Lightman J). The whole purpose of referring the determination of Bill's authority to the arbitrator is to ascertain precisely this question. However, the court retains case management powers and its inherent jurisdiction, the former grounded in the latter.

102. Therefore, I grant an interim stay under the court's inherent jurisdiction set out in CPR 3.1(2)(g). The obvious advantages of such an interim stay are that this course reduces or removes the risk of duplication, inconsistent decision-making and the incurring of unnecessary costs. Both parties for differing reasons have made that point to the court. Further, the arbitral timetable is set down with admirable clarity. The arbitrator envisages an award being issued in February 2026. This is a prompt and proportionate timescale. If the arbitrator determines that she lacks jurisdiction, the claimants' claims can be swiftly listed back in this court for case management directions. I would add that the defendant confirmed in oral submissions what is contained in Mr Bharucha's witness statement at para 60:

"Shein confirms – and would be prepared to formally undertake should the Court so require it – that it would not object to IT Way pursuing claims against it in the arbitration. This is without prejudice to its position that in fact it has never entered into any contract with IT Way (whether by conduct or otherwise), and such claims as IT Way seeks to advance in its own right, are bound to fail."

103. Therefore, should IT Way seek to advance its claim against the defendant filed in this court in the arbitral proceedings, the defendant would not oppose the procedural step, while always disputing the substantive merits of such a claim. It will be up to Orange whether it takes a similar procedural step. These are matters for the parties. But one is bound to recall the precept of Lord Hoffmann in *Fiona Trust* at paras 13-14:

"13 In my opinion the construction of an arbitration clause should start from the assumption that the parties, as rational businessmen, are likely to have intended any dispute arising out of the relationship into which they have entered or purported to enter to be decided by the same tribunal. The clause should be construed in accordance with this presumption unless the language makes it clear that certain questions were intended to be excluded from the arbitrator's jurisdiction. As Longmore LJ remarked, at para 17: 'if any businessman did want to exclude disputes about the validity of a contract, it would be comparatively easy to say so.'

14 This appears to be the approach adopted in Germany: see the Decision of 27 February 1970 of the *Federal Supreme Court of*

*the Federal Republic of Germany (Bundesgerichtshof)* (1970) 6  
Arbitration International 79, 85:

‘There is every reason to presume that reasonable parties will wish to have the relationships created by their contract and the claims arising therefrom, irrespective of whether their contract is effective or not, decided by the same tribunal and not by two different tribunals.’”

**Conclusion: Orange stay**

104. Therefore, the court grants an interim stay of Orange’s claim against the defendant behind the resolution of the arbitral tribunal’s substantive jurisdiction, and if established, the anticipated award in February 2026.

**IX. Defendant’s application 2: stay of IT Way**

105. As submitted by the defendant, it is Orange and not IT Way that is said to have undertaken “strategic investment” relevant to the performance of services to Shein (particulars of claim, para 16). There is no attempt to parse out the elements of a claim in misrepresentation by IT Way. No particularised conduct of IT Way is pleaded which is said to have given rise to the alleged contract by conduct (as distinct from the question of Bill’s ostensible authority arising through conduct). It is not explained what “infrastructure, personnel and operational resources” are said to have been supplied by IT Way, nor how Shein’s unjust enrichment in respect of IT Way has occurred. Finally, no explanation is offered to identify IT Way’s confidential information the defendant is said to have improperly disclosed to third parties.
106. I turn back to the overriding objective. I judge that it would be disproportionate and unjust for the defendant to be forced to grapple simultaneously with parallel proceedings in the ongoing arbitration and this court. This is especially so given the lack of clarity about the nature of IT Way’s claim as distinct from that of Orange. Given the lack of clear distinction between the claims of the two claimants, and now that Orange’s claim has been stayed, a genuine risk of unnecessary duplication and the disproportionate incurring of costs arises should IT Way’s claim proceed on its own. There is the further risk of inconsistent decisions and double recovery.
107. Therefore, I judge that IT Way’s claim must also be stayed behind the arbitral proceedings. In my judgment, the correct course in respect of IT Way is to grant an order pursuant to CPR 3.1(2)(g) for a case-management stay on IT Way’s claims. I agree with the defendant that following the outcome of the jurisdictional challenge, should it be pursued by Orange, IT Way’s claims can be more effectively assessed. It can be with greater accuracy established which claims IT Way may be able to pursue in its own right and what loss, if any, it may have suffered independently of Orange.

**Conclusion: IT Way stay**

108. An interim stay of IT Way's claim is granted under CPR 3.1(2)(g) and the inherent jurisdiction.

**X. Defendant's application 3: strike out of IT Way**

109. I add for completeness that I judge it premature and inappropriate to strike out IT Way's claim. Indeed, the defendant's case is that such a measure would be a fallback position if the court was against it on the stay in respect of arbitral proceedings involving Orange. However, on that question, I have ruled in favour of the defendant. To the extent that this application by the defendant does not fall away, it should be stayed behind the arbitrator's decisions.

**Conclusion: strike out of IT Way**

110. The defendant's strike out application in respect of IT Way is subject to an interim stay under CPR 3.1(1)(g) and the inherent jurisdiction.

**XI. Allegations against Shein**

111. I have now dealt with all the applications before the court. However, I must say something more about one of the points that has great importance to the claimants. This is their repeated submission that this court should take or retain jurisdiction because of the seriousness of the allegations they make about the defendant's alleged misconduct. In their skeleton argument (para 4.2), the claimants identify reports of malpractice by Shein:

“On 3 July 2025, the Financial Times reported that the Defendant had been fined €40 million by French authorities for misleading consumers through false discounts and exaggerated environmental claims. On 24 September 2024, the BBC quoted the CEO of Superdry, who stated that Shein had been “allowed to dodge tax” in the UK. On 7 February 2025, the Guardian called for an end to regulatory blind spots enabling Shein's import practices.”

112. The claimants point out that HMRC has acknowledged their report of Shein's alleged misconduct. It is vital to emphasise the strength of the defendant's rejection of what it maintains are baseless and strategic misconduct allegations. Whether there is anything in them is a matter for HMRC. Nothing in this judgment should be construed as supporting any allegation against the defendant whatsoever.
113. There is another aspect to the allegations. The defendant expressed concern about the frequent repetition of these grave allegations of malfeasance during

the course of the public hearing and their inevitable repetition in a public judgment. This judgment would make little sense without referring to a central plank of the claimants' arguments, whatever their merit.

114. The defendant submits that this is part of a tactic by the claimants to apply improper pressure on the defendant, presumably to settle their claims and/or drop Shein's overpayment claim. On the other hand, the claimants submit that Shein's pursuit of arbitral proceedings in private is a tactic ("a desperate attempt") by the defendant to "silence" the concerns of the claimants and conceal their airing in public. I point out that this court does not make findings of guilt about charges of tax evasion or issue punishment or penalties for it. However, the claimants' case is that they ended their commercial relationship with the defendant when they became aware of Shein's alleged misconduct. The claimants' allegations are therefore part of the narrative and an explanation for the course the claimants have taken. Against this, the defendant points out that when the SA was ended by Bill (if it was Bill, to be later determined), Bill explained the ending of the relationship by reference to "internal problems" with no reference to the grave later allegations. Indeed, the defendant goes further and points to the threatening correspondence from the claimants following the defendant's demand for return of the overpayments. Without replicating it all, Mr Du sends an email that the defendant invites the court to read as a threat. It is dated 28 May 2025.

"This correspondence is not a request for monetary settlement. It is a demand for procedural good faith. Any attempt to derail disclosure through hollow jurisdictional objection will trigger a broader legal response.

Unless your client withdraws the jurisdictional challenge within 48 hours (by 12:00 noon on 30 May 2025) of this communication, the Claimant will proceed with the following actions:

- Submit regulatory disclosure reports to HMRC, FIS and the Competition and Markets Authority (CMA);
- Initiate coordination with other UK-based commercial parties who have expressed concern over Shein's declaration practices;
- Advance collective documentation strategies including testimonial coordination and expert commentary on VAT and customs structuring."

115. The response from the defendant's solicitors on the same date was forthright:

"It is clear from this letter and previous correspondence you have sent to us and our client, that your *modus operandi*, when faced with legitimate claims and legal arguments, is to make scurrilous threats and accusations against your counterparties in the hope that they will be deflected from the matters that properly need to be addressed, and frightened into submission. We wish to make it abundantly clear that neither Shein, nor this firm, will be

distracted by, or make any concessions to, you as a result of the allegations you concoct and the threats you make against them.

Your allegations are utterly baseless, Shein has strong grounds on which to challenge jurisdiction, and it has no intention of withdrawing its jurisdiction challenge.

Finally, as raised in previous correspondence in response to your threats to make public various unsubstantiated and potentially defamatory allegations against Shein, we note that, should you proceed to do so, Shein reserves the right to pursue an action against OTL/IT Way for defamation and hold them liable for all damages and costs incurred as a result.

Yours faithfully  
Howard Kennedy LLP”

116. I have laid this out in compressed form since it remains a sore point between the parties. The real point is that should the arbitrator determine that she lacks jurisdiction, the claimants’ claims can come back before this court for review and further case management. There is no prejudice, given the proportionality and achievability of the arbitrator’s timetable, for the claimants to have their claims temporarily stayed behind the arbitrator’s award for a relatively modest period. Indeed, it makes obvious sense that this is precisely what should happen.

## **XII. Disposal**

117. Therefore, I summarise in short order and in one place the court’s key decisions:

### **Claimants’ applications**

1. Part 11 declaration (11 June 2025). **DISMISSED**
2. Strike out (12 June 2025). Strike out of the defendant’s applications as “abusive”, given the defendant’s acceptance of High Court jurisdiction. **DISMISSED**
3. Injunction (7 July 2025). Injunctive relief restraining the defendant from pursuing arbitral proceedings. **DISMISSED**

### **Defendant’s applications**

(all dated 10 June 2025)

1. Interim stay of Orange’s claim (10 May 2025). **GRANTED**
2. Interim stay of IT Way’s claim (10 May 2025). **GRANTED**
3. Strike out of claim form and particulars of claim insofar as they assert claims by IT Way against the defendant. **INTERIM STAY**

118. I have indicated to the parties that I will receive further written submissions on consequential orders once the court's decisions in the applications have been handed down and instructions taken.