

HIGH COURT · CHANCERY DIVISION

How not to conduct a Viking raid

Important High Court Guidance on Part 8 or Part 7

CASE

The Viking Planet (UK) Ltd v
Piazza (Camden) Ltd & Anor

CITATION

[2026] EWHC 2166 (Ch)
Michael Green J

**COUNSEL FOR THE
CLAIMANT**

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The judgment in *The Viking Planet (UK) Ltd v Piazza (Camden) Ltd & Anor* [2026] EWHC 2166 (Ch), recently handed down by Mr Justice Michael Green, is an important procedural decision for commercial property litigators and practitioners considering Part 8 proceedings.

While the underlying dispute concerns a modest sum of interest arising under an Agreement for Lease (“the AFL”), like many Viking sagas, the procedural skirmish quickly expanded into a battle between the parties over the extent of disputes of fact, the appropriate use of the Part 8 procedure, expedition (not of the Viking kind) and security for costs.

This article focuses on the claimant’s successful opposition to the defendants’ application to transfer the claim from Part 8 to Part 7.

■ BACKGROUND

The claimant’s intended use for the commercial premises in question was to operate an interactive virtual reality tourist attraction based on the age of the Vikings, in Camden Market. This would replicate an award winning [sister attraction in Oslo](#).

The AFL was subject to several conditions, including planning, mortgagee consent and licensing conditions. A dispute emerged over whether the defendant landlord was entitled to terminate the AFL over the claimant's failure to pay a small sum of interest on a second exchange deposit that was paid late. The claimant, keen to begin its proposed tourist attraction, challenged the validity of that termination and sought declarations and relief through Part 8 proceedings.

The procedural ruling is of wider importance because it addresses increasingly common attempts by defendants to resist the use of Part 8 where a contractual interpretation claim is met by a fall-back rectification defence, or other fact-sensitive defences and counter-claims.

■ THE DECISION

Michael Green J refused to transfer the proceedings from Part 8 to Part 7. The defendants argued that the claim involved more than pure contractual construction, pointing to wide-ranging allegations of waiver, estoppel, damages and, most importantly, a proposed counterclaim for rectification of the AFL to support the defendants' termination. According to the defendants, these matters would inevitably generate substantial disputes of fact that rendered Part 8 inappropriate.

The Court rejected that argument. Michael Green J emphasised that the existence of factual issues does not automatically disqualify a claim from proceeding under Part 8. The critical question is whether there are "substantial" disputes of fact that cannot be properly addressed within that procedure.

In approaching the question as to whether Part 8 was the suitable procedure, the Court carefully analysed the alleged areas of factual controversy and found that the defendants had failed to identify any genuinely substantial dispute. The claimant's submissions heavily emphasised the lack of particularisation of the rectification claim, despite extensive pre-action correspondence, and a genuine absence of identification of what facts were in dispute. The judge noted that the relevant drafts of the AFL and written communications were largely undisputed and that any factual disagreement appeared narrow rather than extensive. The Court commented on the unfortunate manner in which the defendants' proposed rectification claim lacked evidential detail, in that the defendants had simply not explained clearly enough what disputed areas of fact they envisaged would arise on the rectification claim.

■ RECTIFICATION AND PART 8

The mere fact that a counterclaim for rectification was intimated was not significant enough to warrant a transfer to Part 7. This disavows the notion that rectification claims are inherently unsuitable for the Part 8 procedure; granted, rectification claims often lie by way of a fundamental dispute as to what the agreement was between the parties, but this is not a hard and fast rule. Tactically practitioners ought to consider whether even in a rectification scenario there may be the opportunity to utilise the streamlined Part 8 procedure for cost and time efficiency. The present case is also one in which the quantum of damages was inevitably being left

for a later date, with the Part 8 claim focusing on liability, and the availability of a split trial is a further tactical consideration for practitioners to keep in mind when assessing whether Part 7 or Part 8 is preferable.

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■ THE AUTHORITIES

The judge relied heavily upon recent authorities demonstrating the courts’ willingness to deal “robustly” with cases through Part 8 where possible, referring to Workman Properties Ltd v ADI Building and Refurbishment Ltd [2024] EWHC 2627 (TCC), Power Projects v Star Assurance Co Ltd [2024] EWHC 2798 (Comm), Wheatland v CL SPV 1 Ltd [2025] EWHC 3092 (Ch), and CBRS Estates Ltd v Foreman Homes Ltd [2025] EWHC 3038 (Ch). The message emerging from these authorities, and reinforced for the first time by a full-time High Court Judge in *Viking Planet*, is that the courts are increasingly focused on procedural proportionality. If a dispute can be determined fairly and efficiently through Part 8, litigants should not expect automatic transfer simply because ancillary claims or factual issues exist, or are alleged to exist.

■ CONCLUSION

The claimant’s position to keep the dispute within the Part 8 procedure ultimately found favour with the court. In doing so, the judgment sends a clear message that parties cannot simply raise the procedural equivalent of a Viking shield wall by asserting that factual disputes may exist; they must be able to evidence, even at an early stage, that genuinely substantial disputes of fact are said to be likely to arise. For commercial litigators, the message is clear; if you wish to abandon the Part 8 longship and transfer the dispute into the heavier waters of Part 7, you will need considerably more than a battle cry and a horned helmet.

COUNSEL

Marc Glover & Annie Higgo

Marc Glover and Annie Higgo appeared for the Claimant in the application.