

Case Value Above 100,000 /-TL**Lefkosa (Nicosia) District Court 181 of 2010**

Between

Plaintiff: Volkswagen Financial Services (UK) Ltd. - England and

Defendant:

1. Alexander Pearson, 12 Brantingham Drive Ingleby Barwick Stockton on Tees Cleveland TS17 5LS, England
2. Tempco Staffing Ltd., Melton Court, Gibson Lane, Melton, North Ferriby, HU14 3HH, England
3. TRNC Attorney General (Representing the TRNC Ministry of Finance and the Customs and Duties Office) - Lefkosa (Nicosia)

Ex-Parte Application by the Plaintiff/Applicant

The Applicant, by this application, requests, until the conclusion of this case and/or until such other time as the court shall see fit, in relation to the vehicles which are the subject of this case and the property in which belongs to the Plaintiff and which are in the possession of Defendant No. 3, being registered in the UK with registration numbers NA09 VEK, SN09 CZJ, NK09 BFZ, NJ59 LTV and NJ59 LPL and with Chassis numbers WAUZZZ4L69D025476, ZHWGE64T89LA08859, SCBDF23WXAC062763, WAUZZZ4L6AA052139 and WAUZZZ4L6AD005957, being an Audi Q7 SUV 3.0 TDI, a Lamborghini Gallardo Coupe, a Bentley Continental, an Audi A3 Sportback 1.6 TDI and an Audi Q7 SUV 3.0 TDI, the following:

A- An order preventing the said vehicles from being taken from the possession of Defendant No 3 by Defendant No 1 and/or Defendant No 2 and/or their agents and/or any other person,

B- An order preventing the control and possession of the said vehicles being given by Defendant No 3 to Defendant No 1 and/or any person acting in the name of Defendant No 1 and/or to Defendant No 2 and/or any person acting in the name of Defendant No 2 and/or any other person,

C- An order preventing the said vehicles from being sold and/or transferred and/or being disposed of in any other way and/or mortgaged and/or pledged and/or being placed under any liability by Defendant No 1 and/or Defendant No 2,

D- An order preventing the said vehicles from being removed from the boundaries of the TRNC by Defendant No 1 and/or Defendant No 2 and/or any person acting in the name of Defendant No 1 and/or Defendant No 2,

E- An order preventing the vehicles from being officially imported into the TRNC and/or duty being paid,

F- The costs in this Application.

This application has been prepared in accordance with Ord.48 Rule2, Section 41 of the Courts Law number 9/76, Chapter 6 of the Laws of Cyprus Section 4, 5 and 9 and and other relevant laws, principles of interim applications, relevant precedents, General Law, Principles of Procedures and Justice and the inherent jurisdiction of the court.

The facts on which this application is based are as shown in the affidavit

This application has been prepared by the Plaintiffs advocate Av. Naomi Ruth Onbasi

Address for Service: *Naomi Mehmet & Partner Law Firm, Sariyerk Sokak, Muharremoglu Apt No 1, Girne, - c/o Av. Erden Algun Office, Lefkosa*

Naomi Ruth Onbasi

Advocate for the Plaintiff/ Applicant

Filed on 13/01/2010

Appointed time for the hearing

12/07/2010

Registrar

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AFFIDAVIT

I the undersigned, Kimberley Dye, hereby take oath and with my oath confirm the matters below.

1. I am employed in the Fraud Department of the Plaintiff company in the case with the above reference number and title and I am familiar with the facts of this file and case and am authorised to make this affidavit on behalf of the Plaintiff/Applicant. I declare the below facts to the best of my knowledge and opinion according to the enquiries which I have made and the facts and documents which I have obtained.

2. The Plaintiff is a company registered in the UK which, among other things, is involved in the sale of cars and/or finance for the sale of cars and/or hire-purchase. The Plaintiff is the registered owner of and/or has the property rights in and rights to possession of the vehicles which are the subject of this case being registered in the UK with registration numbers NA09 VEK, SN09 CZJ, NK09 BFZ, NJ59 LTV and NJ59 LPL and with Chassis numbers WAUZZZ4L69D025476, ZHWGE64T89LA08859, SCBDF23WXAC062763, WAUZZZ4L6AA052139 and WAUZZZ4L6AD005957, being an Audi Q7 SUV 3.0 TDI, a Lamborghini Gallardo Coupe, a Bentley Continental, an Audi A3 Sportback 1.6 TDI and an Audi Q7 SUV 3.0 TDI.

3. Defendant No 2 is a company registered and existing in the UK and Defendant No 1 is or has been at all times material to this case, someone who has taken over the shares in the Defendant No 2 company and who presents himself as being the director of the Defendant No 2 company and/or who is acting under false declarations to this effect and/or who was appointed as a director of this company by fraudulent means in order to obtain finance from finance companies but who is not in any way the legal owner and/or manager of the company and who has brought the vehicles, which are the subject of this case, into the TRNC. Defendant No 3 is the state department responsible for the customs regulation of all goods imported into the TRNC.

4. The fact that the vehicles, which are the subject of this case, had been removed from the UK was alerted to the Plaintiff when Defendant No 1 and/or his agent passed the vehicles through the Italian port on 10.12.09 during which time the Italian police became suspicious and contacted the UK police. According to the information which the Plaintiff has obtained from the Italian police, the registration plates of the vehicles had been changed by Defendant No 1 and/or his agent in Germany. When the Plaintiff discovered that the vehicles had been removed from the UK, the Plaintiff commenced a more detailed investigation into Defendants 1 and 2. The Plaintiff visited the business address given by Defendant 1 for Defendant 2 and discovered that no-one was present there and that this address was used only for the receipt of post. The Plaintiff spoke with the previous director of the Defendant No 2 company and discovered that Defendant No 1 had duped him and, by undertaking to invest money into the Defendant No 2 company, had taken over the directorship and the shares in the company and that when the previous director of the Defendant No 2 company did not receive his money, he had taken back all of the staff, movables, accounts and other assets belonging to the Defendant No 2 company from Defendant No 1. Defendant No 1, in order to purchase the vehicles which are the subject of this case and to obtain financial services and/or credit from the Plaintiff had taken over the directorship and shares in the Defendant No 2 company by fraudulent means and/or false statements. Defendant No 1, by representing to the Plaintiff that he had formed and was running the company himself, fraudulently and/or by making false statements obtained credit and/or financial services from the Plaintiff. Had the Plaintiff known the real position in relation to the Defendant No 2 company, the Plaintiff would never have approved the credit application by Defendant No 1. Upon a complaint by the Plaintiff, the British police notified Defendant No 1 to the authorities through Interpol and the vehicles, which are the subject of this case, are still under the control and possession of Defendant No 3. Further, from the information which we have obtained from the Lefkosa Police Headquarters, investigations into this matter are still continuing.

5. In or around April, August and September 2009, Defendant No 1 for himself and posing as the director of the Defendant No 2 company, applied to the Plaintiff for the vehicles, which are the subject of this case, to be purchased and/or conditionally purchased and/or purchased under a hire purchase agreement and/or to be leased in the name of the company from the Plaintiff. The Plaintiff accepted Defendant No 1's application and on or around 4.6.09, 27.7.09, 26.8.09, 9.9.09, 28.9.09, contracts of sale and/or hire purchase contracts and/or lease contracts conditional upon the property in the vehicles remaining with the Plaintiff were signed between the Plaintiff and Defendant No 2.

6. In addition to the other conditions in the said agreements:

(a) The rental price of the vehicle which is the subject of this case with registration number NA 09 VEK, was 38,849.51/-Stg excluding VAT. Defendant No. 1 and/or Defendant No.2, paid 2,494.20/-Stg. to the