



Neutral Citation Number: [2025] EWHC 1384 (Ch)

Case No: BL-2024-000007

**IN THE HIGH COURT OF JUSTICE**  
**BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES**  
**BUSINESS LIST (ChD)**

Royal Courts of Justice, Rolls Building  
Fetter Lane, London, EC4A 1NL

Date: 6/6/2025

**Before:**

**MASTER CLARK**

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**Between:**

**MANOLETE PARTNERS PLC**

**Claimant**

**- and -**

**(1) MR MUKITUR RAHMAN**  
**(2) MRS SULTANA RAHMAN**  
**(3) MR AND MRS M RAHMAN**

**Defendants**

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**Raj Arumugam** (instructed by **Isadore Goldman**) for the **Claimant**  
**Evie Barden** (instructed by **Trowers & Hamlin LLP**) for the Second Defendant

**Hearing dates:** 30 January & 5 March 2025  
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**Approved Judgment**

This judgment was handed down remotely at 10.00am on 6 June 2025 by circulation to the parties or their representatives by e-mail and by release to the National Archives.

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**Master Clark:**

1. In this claim, the claimant, Manolete Partners PLC, seeks orders for sale of 3 properties:
  - (1) 18 Rochford Road, Basingstoke, RG21 7TQ (“**18 Rochford Road**”);
  - (2) 18 Dove Close, Basingstoke, RG22 5PH (“**18 Dove Close**”); and
  - (3) 7 Buckland Parade, Basingstoke, RG22 6JW (“**7 Buckland Parade**”).(together “**the Properties**”).
2. The first defendant, Mukitur Rahman (“**Mr Rahman**”), is the sole registered owner of the Properties. The second defendant, Sultana Rahman (“**Mrs Rahman**”), is Mr Rahman’s wife. She lives at 18 Dove Close with their 3 adult children. The third defendants, Mohammed Rahman and Syeda Begum<sup>1</sup>, are Mr Rahman’s brother and his wife. They live at 18 Rochford Road.
3. Until its (creditors’ voluntary) liquidation on 10 October 2016, Mr Rahman was the sole director and shareholder of a company named Wellmet Ltd (“**the Company**”), which traded as Red Rose Tandoori restaurant from premises at 7 Buckland Parade.
4. In 2020, the claimant (as assignee of the claims of the Company and its liquidator) brought a claim against Mr Rahman for misapplication of the Company’s monies (“**the main claim**”). On 16 March 2023, Master Pester made an order:
  - (1) declaring that Mr Rahman had misapplied the sums of £509,450 and £127,000;
  - (2) that Mr Rahman pay a total of £892,840.06 (including interest to the date of judgment and an interim payment on account of costs) (“**the Judgment Debt**”).
5. This claim is based on final charging orders dated 12 May 2023 and 25 September 2023 securing payment of the Judgment Debt on Mr Rahman’s interest in the Properties.
6. Mr Rahman has made no payments towards satisfying the Judgment Debt.
7. Mr Rahman pleaded guilty to, and was convicted of, 4 offences relating to the fraudulent evasion of VAT and corporation tax arising out of the operation by the Company of its restaurant business and 2 offences of linked money laundering activity relating to the transfer and acquisition of property in the course of his primary offending. On 14 December 2023, Mr Rahman was sentenced to 4 years and 3 months’ imprisonment in respect of those offences. He is in custody at HMP Portland. He has played no part in

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<sup>1</sup> referred to as Mr and Mrs M Rahman in the claim form

this claim, either as a party or as a witness. There was no evidence or suggestion that Mr and Mrs Rahman are estranged.

8. The matters in respect of which Mr Rahman was prosecuted (and convicted) are essentially the same matters as were the subject of the main claim. Mr Rahman accepted this in his counsel's Note dated 15 January 2024 to Winchester Crown Court. It would seem that the Crown Court adjourned its criminal confiscation proceedings against Mr Rahman to enable this Court to determine these civil enforcement proceedings first.
9. The following table summarises relevant information about each of the Properties:

	<b>18 Rochford Road</b>	<b>18 Dove Close</b>	<b>7 Buckland Parade</b>
Registered owner	Mr Rahman	Mr Rahman	Mr Rahman
When acquired	17 January 1990	7 October 2014	19 May 2015
Estimated current value	£310,000	£635,000	£250,000
Occupiers	Mr Rahman's brother, wife and 4 children (13, 12, 10 and 1)	Mrs Rahman and 3 adult children (28, 26, 21)	GF – Restaurant 1 <sup>st</sup> floor – employees
Mortgage	Virgin Money	None	Lloyds Bank
Outstanding balance	£130,024.97 (30 Sept 2023)	-	£62,194.51 (17 May 2023)
Home rights notice	None	Yes	Yes
<b>Approx equity</b>	<b>£179,976</b>	<b>£635,000</b>	<b>£187,806</b>

10. Mrs Rahman claims to be entitled to a 50% share in each of the Properties arising under a common intention constructive trust. She accepts that this interest does not prevent an order for sale being made, and invites the Court to make orders for sale, deferred by 9 months, in order for her to buy the claimant's interest in the properties.
11. The third defendants have not acknowledged service, or engaged with the claim at all.

### **Legal principles**

12. The relevant legal principles were largely common ground. They are set out in *Stack v Dowden* [2007] 2 AC 432 and *Jones v Kernott* [2012] 1 AC 776, recently summarised by Deputy Master Hansen in *Fattal v Fattal* [2022] EWHC 950 (Ch) at [81]:

- (1) Where there is sole legal ownership, the starting point is sole beneficial ownership. The onus is upon the person seeking to show that the beneficial ownership is different from the legal ownership. So, in sole ownership cases it is for the non-owner to show that they have any interest at all: *Stack v Dowden* at §56;
- (2) The conclusion that equity follows the law can, however, be displaced by showing that the parties had a different common intention when the property was first acquired or that they formed a different common intention at a later date, providing of course there is detrimental reliance;
- (3) This displacing common intention may be express or inferred (“deduced objectively from their conduct”): *Jones v Kernott* at §51 per Lord Walker and Baroness Hale;
- (4) The relevant intention of each party is the intention which was reasonably understood by the other party to be manifested by that person’s words or conduct notwithstanding that the person did not consciously formulate that intention in their own mind or even acted with some different intention which was not communicated to the other party: *Jones v Kernott* at §51(3);
- (5) Each case will turn on its own facts. The search is to ascertain the parties’ shared intentions, actual, inferred or imputed, with respect to the property in the light of their whole course of conduct in relation to it;
- (6) Many more factors than financial contributions may be relevant to divining the parties’ true intentions, including any advice or discussions at the time of the transfer which cast light upon their intentions then; the reasons why the home was acquired in one of their sole names; the purpose for which the home was acquired; the nature of the parties’ relationship; how the purchase was financed, both initially and subsequently; how the parties arranged their finances, whether separately or together or a bit of both; how they discharged the outgoings on the property and their other household expenses;
- (7) The express or inferred common intention usually will also determine the size of the shares of the co-owners. The Court should give effect to the intention thus discovered. If, however, there is no evidence to this effect, the Court may impute an intention so as to ensure that the co-owners obtain that share which the Court considers fair having regard to the whole course of dealing between them and the property.

13. As to detriment or detrimental reliance, in *Hudson v. Hathaway* [2022] EWCA Civ 1648, [2023] KB 345, Lewison LJ emphasised the importance of establishing detrimental reliance even in cases where there has been an express agreement:

“in the absence of signed writing, detrimental reliance remains a key component in establishing a common intention constructive trust.”  
See at [76], [126] and [153].

14. As to the nature of that detrimental reliance:
- (1) it is not a narrow or technical concept;
  - (2) it need not consist of the expenditure of money or other quantifiable financial detriment; but
  - (3) it must be something substantial;
  - (4) the requirement must be approached as part of a broad inquiry as to whether repudiation of an assurance is or is not unconscionable in all the circumstances.
- Hudson v. Hathaway* at [154] citing *Gillett v Holt* [2001] Ch 210 at p232.

### Issues

15. In this framework, the issues arising are:

#### ***18 Rochford Road***

- (1) Whether, when Mrs Rahman married Mr Rahman, they had a common intention that she would acquire a 50% interest in 18 Rochford Road;
- (2) If so, whether Mrs Rahman acted in detrimental reliance on that common intention.

#### ***18 Dove Close***

- (3) Whether, when Mr Rahman bought 18 Dove Close, he and Mrs Rahman had a common intention that Mrs Rahman would have a 50% interest in it.
- (4) If so, whether Mrs Rahman acted in detrimental reliance on that common intention.

#### ***7 Buckland Parade***

- (5) Whether, when Mr Rahman bought 7 Buckland Parade, he and Mrs Rahman had a common intention that Mrs Rahman would have a 50% interest in it.
- (6) If so, whether Mrs Rahman acted in detrimental reliance on that common intention.

### Evidence

16. The claimant has no direct knowledge of the relevant events, and its witnesses were not cross-examined.
17. Mrs Rahman was the only witness on her behalf. She made 2 witness statements, dated 21 March 2024 and 28 August 2024. She is not fluent in English, and her statements were translated from Bengali to English. She gave her oral evidence in Bengali with the assistance of a translator.

18. In her first witness statement Mrs Rahman sought to support her case with letters (all dated late March or early April 2024) exhibited to it and apparently signed by:
- (1) Anwara Begum, her mother;
  - (2) Akhlakur Rahman, Mr Rahman's father and Johrutun Nessa Rahman, Mr Rahman's mother;
  - (3) Iqbal Ahmed, her cousin;
  - (4) Jasmine Qureshi, her sister-in-law;
  - (5) Mehbobur Rahman, her brother;
  - (6) Millie Khanom, her niece;
  - (7) Mohammed Mothiur Rahman, her nephew;
  - (8) Syeda Sheby, her cousin;
  - (9) Akhlakur Rahman, Johrutunnessa Rahman, Akikur Rahman, Moshahidur Rahman, Shefa Begum, Imdadur Rahman.
19. None of these letters is admissible evidence of their contents, nor was any hearsay notice served in respect of them. Mrs Rahman's counsel did not seek to rely on them. However, Mrs Rahman did not explain in either her written or oral evidence why these people have not made witness statements or not been called as witnesses. She referred to other family and friends who were unwilling even to provide letters because they did not want to identify themselves – without explaining why that was the case. She also did not explain why her husband has not given evidence in support of her defence.
20. There were a number of aspects of Mrs Rahman's evidence that undermine its reliability. First, she professed total ignorance of the details of the creation of the various letters from members of her family listed above. She did not, she said, know how or by whom they were created. She did not explain how her mother, who does not speak English, came to sign a letter in English, other than saying that she would have spoken in Bengali, and it would have been written in English. It is, in my judgment, highly unlikely that Mrs Rahman did not know who had typed and, where applicable, translated the signatory's words from Bengali to English, when the letters were written to support her case.
21. Mrs Rahman's disclosure was also unsatisfactory. A limited selection of Mr Rahman's bank statements was exhibited to her witness statement dated 25 March 2024:
- (1) Lloyds Bank account number ending 958:  
14 December 2013 to 15 January 2014  
16 July 2014 to 10 October 2014  
14 February 2015 to 15 April 2015
  - (2) NatWest account number ending 411:  
28 March 2013 to 27 September 2013  
27 December 2013 to 26 September 2014

(3) HSBC account number ending 244:

18 August 2014 to 17 September 2014

18 March 2015 to 17 April 2015.

22. By their letter dated 28 September 2024, the claimant's solicitors asked Mrs Rahman to disclose her and Mr Rahman's bank statements from May 2013 onwards. Her solicitors' response was that she did not have access to Mr Rahman's statements, and a reference to data protection. Mrs Rahman's oral evidence was that she had not been asked by her solicitors for bank statements. I do not accept that. I find that Mrs Rahman was told by her solicitors of the request for bank statements, and did not comply with that request. She chose not to disclose to the claimant or put before the court evidence that was directly relevant to the issues in the claim.
23. Ultimately, Mrs Rahman did disclose some bank statements for her account, but only on the first day of the trial, and these were recent and very limited: a Lloyds account ending 160 ("the Lloyds account") (for December 2023 to February 2024, and December 2024) and an HSBC account ("the HSBC account") (November 2023 to February 2024, and December 2024/January 2025).
24. Mrs Rahman's evidence was that she has had a separate bank account from Mr Rahman since they were married. She also said she had worked since 2016, but that she had given all the money she earned, and any money received as gifts or birthday presents to her husband. She did not explain why, in those circumstances, she needed a bank account, and I consider it inherently improbable that she did not retain monies for herself in that account. The limited bank statements disclosed by her did not include any in respect of the relevant period; and none of them were relied upon as showing monies being paid by Mrs Rahman to Mr Rahman. I do not therefore accept Mrs Rahman's evidence that all the money she earned or received was paid to Mr Rahman.
25. Mrs Rahman's evidence was also internally inconsistent. Thus in her witness statement dated 15 December 2023 in the main claim, in opposition to the claimant's charging order application, she said that neither she nor Mr Rahman received any rent or income from the occupation of 18 Rochford Road by Mr Rahman's brother and his family; and that the sale of that property would render them homeless. However, in her 1<sup>st</sup> witness statement in this claim, her evidence was that Mr Rahman's family pay rent for occupying 18 Rochford Road, which Mr Rahman uses to pay the mortgage on that property. When cross-examined about this inconsistency, she was evasive and suggested that in her earlier witness statement, she had intended to say that she (as opposed to her husband) was not receiving any rent. That is unsustainable. Similarly, she said,

unconvincingly, that her reference to that family being homeless was a reference to them being “out of that house”. Again, that is unsustainable.

26. Finally, Mrs Rahman, in her second witness statement, referred to and relied upon a tenancy agreement in respect of 18 Rochford Road by Mr Rahman to Syeda Fathima Begum Sheby (Syeda Begum, Mr Rahman’s brother’s wife). This is signed and purports to be dated 3 August 2015, but it refers in the body of the agreement to the Tenant Fees Act 2019. The claimant’s counsel submitted that it was a sham, but in my judgment, that puts it too high. It cannot, however, have been signed on the date it purports to have been signed; and the fact that Mrs Rahman put it forward as a wholly authentic document, in my judgment, reflects adversely on her credibility.

## **Facts**

### ***18 Rochford Road***

27. 18 Rochford Road was bought by Mr Rahman in his sole name on 17 January 1990. He lived there with his parents and younger siblings.
28. On 20 December 1994, Mr and Mrs Rahman were married in an Islamic ceremony. Mrs Rahman was 20 and Mr Rahman was 27.

### **Common intention**

29. Mrs Rahman’s written evidence was that before the marriage, she and Mr Rahman agreed that “everything we owned was owned equally on a 50/50 basis”. In addition, she said that it was agreed between the couple’s parents that the dowry for her marriage to be paid by Mr Rahman to her was his property to be shared on a 50/50 basis.
30. In her oral evidence, however, she said that she did not speak directly to Mr Rahman about the dowry, and the discussions took place between his parents and her parents, and she was there when the discussions took place. She said that he had no money; he only had 18 Rochford Road.
31. The claimant did not challenge that it is customary for a dowry to form part of an Islamic marriage contract, and therefore that Mr Rahman would have provided a dowry when marrying Mrs Rahman. However, there is no evidence, other than Mrs Rahman’s oral evidence, as to Mr Rahman’s financial position at the time, or what he provided as a dowry. Given the inconsistency on this issue of her oral evidence with her written evidence, the overall unreliability of her evidence and the absence of any corroborating support (with either documents or other oral evidence), Mrs Rahman has not satisfied me that on the balance of probabilities the dowry Mr Rahman agreed to provide was a half share in 18 Rochford Road.



### Detrimental reliance

32. It is not therefore necessary to consider detrimental reliance, but I do so in case this decision is appealed.
33. Mrs Rahman relied upon 3 types of detrimental reliance:
- (1) marrying Mr Rahman;
  - (2) giving up her employment and becoming a homemaker;
  - (3) work she said she carried out to the property.

### *Marrying Mr Rahman*

34. Mrs Rahman's counsel submitted that the dowry was part and parcel of the marriage i.e. it was the price paid for Mrs Rahman's hand in marriage. She submitted that without the dowry, Mrs Rahman would not have married Mr Rahman, Mrs Rahman's detriment consisted, she said, of forgoing the opportunity to marry elsewhere. This submission was not supported by Mrs Rahman's evidence which was simply that, before the marriage, a dowry was agreed. There was no evidence as whether and on what basis she could have married another man or men. Furthermore, I was not referred to any authorities in which marrying of itself has been held to be a detriment because it meant forgoing an opportunity to marry someone else. I therefore reject the submission that marrying Mr Rahman constituted detriment.

### *Giving up employment and becoming home maker*

35. Mrs Rahman was living in Bedford before she married. Her brother had a restaurant and she worked there. When she married she moved to 18 Rochford Road. This meant giving up her employment in Bedford. She did not look for other work but began trying to have a family.
36. I found Mrs Rahman's account of her conversations with her husband at this time implausible. For example, she said he said to her when she moved into 18 Rochford Road, "You own this house, so why should you work?" It is self evident that owning or having an interest in a house does not remove the need to work, as indeed Mr Rahman did. I am not satisfied that Mrs Rahman stopped working because she believed she had an interest in 18 Rochford Road. I find that she stopped working because she moved away from where her employment was, and because she wanted to try for a family, and because once the children were born she wanted to take care of them. These things were not, I find, done by her because she believed she had an interest in 18 Rochford Road.

### *Work carried out to the property*

37. Mrs Rahman's written evidence was that the house was in a terrible state when Mr Rahman bought it (1990) and when she moved in (1994): it was damp and had a mouse

infestation. She said she carried out plastering, painting, flooring and other jobs to avoid paying builders.

38. It is unlikely in my judgment that a house in which Mr Rahman's parents and his younger siblings had lived for 4 years would be in a "terrible state". In any event, again, there is nothing to support Mrs Rahman's testimony: no photographs, paperwork of any type, or evidence from other witnesses. The description of the work done is in the most general terms. I am not satisfied that Mrs Rahman carried out work of the type she describes, or that any work she carried out went beyond the sort of work that members of a family do in a house, and which does not constitute detriment: see *Midland Bank v Dobson* [1986] 1 FLR 171 at 177.

### **18 Dove Close**

39. 18 Dove Close was bought in Mr Rahman's sole name on 7 October 2014 for £490,000. Shortly after its purchase, Mr and Mrs Rahman and their children moved in. 18 Rochford Road was retained, and Mr Rahman's family remained living there.
40. The purchase price of 18 Dove Close was provided by a loan secured by a mortgage from Virgin Money for £211,500 on 18 Rochford Road, with the remainder (Mrs Rahman says £296,000, but the arithmetically correct figure is £278,500) provided in cash from Mr Rahman's bank account.

### Common intention

41. Mrs Rahman's evidence was that she and Mr Rahman agreed before buying 18 Dove Close that they would buy and own it 50/50. There is no other evidence in support of this. I am not satisfied that there was such an agreement.

### Detrimental reliance

42. Again, I consider detrimental reliance for completeness. Mrs Rahman's evidence was that she borrowed a total of £150,000 from her brother and sisters, sister-in-law, niece, and family friends. This was, she says paid into Mr Rahman's bank account. £128,500 was, she says, provided by Mr Rahman himself.
43. As to this, again, there is no admissible evidence from the alleged lenders of the funds, or from Mr Rahman.
44. As to bank statements, as noted, a very limited selection of Mr Rahman's bank statements was disclosed. Some of the payees are shown only annotated on the bank statements in manuscript, and not on the actual bank statements. Only one payment received includes a narrative/description consistent with an advance to help purchase 18

Dove Close: on 16 September 2014 there is a payment of £10,000 from I Rahman with the reference “Househelp”. In cross examination, Mrs Rahman could not explain why payments to her should be made into Mr Rahman’s accounts (rather than hers) or why they were made into 3 different accounts.

45. Two payments totalling £11,000 were made in May and July 2013, a considerable time before the purchase of 18 Dove Close. 4 payments totalling £20,884 were made in February and March 2015, several months after the purchase. In addition, the bank statements include other substantial payments in and out which are not explained (e.g. £96,000 paid out on 22 September 2014, £90,000 paid out on 11 September 2014, £40,000 paid out on 11 September 2014, £30,000 paid out on 22 September 2014).
46. As a result, there is no way of determining on the face of such bank statements as have been disclosed:
  - (1) the purpose for which the payments were made i.e. whether they were for Mrs Rahman’s contribution to the purchase of 18 Dove Close or for something else
  - (2) the purpose for which those payments were used.
47. I am not therefore satisfied that the payments identified by Mrs Rahman in Mr Rahman’s bank statements represent payments to her for the purpose of contributing to the purchase of 18 Dove Close.
48. The other detrimental reliance relied upon by Mrs Rahman is keeping house and looking after the children; working in the restaurant in her free time, and giving the income from this to Mr Rahman to put towards household bills and other expenses; paying for utilities such as council tax, internet, telephone and television.
49. As to keeping house and looking after the children, this is insufficient to constitute detriment: *Midland Bank v Dobson*. As to financial contributions, this is unsupported by any documentary evidence. Mrs Rahman’s evidence is also internally inconsistent: on the one hand, she said she gave all her money to Mr Rahman, whilst on the other, she claims to have used her own money to pay bills. I am not therefore satisfied that Mrs Rahman made the financial contributions she claims to have made.

## **7 Buckland Parade**

50. 7 Buckland Parade was bought by Mr Rahman in his sole name on 9 May 2015 for £250,000. It is divided into restaurant premises on the ground floor and a residential flat upstairs. It was previously owned by Mr Rahman’s brother and his business partner.

### Common intention

51. Mrs Rahman's evidence was that she and her husband discussed this property and decided to buy it in order to have the income which they needed to pay household bills and debts to family and friends. She knew it was bought with a mortgage, but she did not know how much capital was put in. She was not involved in the financial side of the purchase.
52. As to ownership, Mrs Rahman's evidence was that it was expressly agreed that they would own the property equally. This, she said, was announced by Mr Rahman at a large gathering of her and Mr Rahman's family to celebrate Eid.
53. As to why it was put into his sole name, she said that this was for cultural reasons, and because she had a low income.
54. There are two main difficulties with the credibility of this evidence. First, again, it is unsupported by evidence from the persons said to have been present at the Eid celebrations, and no explanation provided as to why. Secondly, the court has no independent evidence as to the "cultural reasons" relied upon by Mrs Rahman. Even accepting that there is a Bangladeshi cultural practice that property is held in the husband's name, it does not follow that property so held is beneficially jointly owned. As to Mrs Rahman having a low income, it is difficult to see how this could have adversely affected a mortgage application.
55. I am not therefore satisfied that Mrs Rahman reached an agreement with Mr Rahman that 7 Buckland Parade would be jointly owned.

### Detriment

56. The detrimental reliance put forward by Mrs Rahman in respect of 7 Buckland Parade is materially the same as for 7 Dove Close, and is not established for the reasons given above.

### **Whether the court should make an order for sale**

57. As noted, even if she had established the interests she contends for in the Properties, Mrs Rahman accepts that orders for sale should be made.
58. Unless the parties can agree the timetable for the sales, then I will hear them as to that.