

# Court Cases lost by ParkingEye

This document lists all known claims dismissed or dropped where at least one hearing took place. This does not include claims dropped by ParkingEye before a hearing took place.

3JD05814 ParkingEye v Taylor. (Morpeeth and Berwick 24/01/2014) District Judge Howard. Belvedere car park, Newcastle upon Tyne. ParkingEye did not produce a contract. The judge ruled that without a relevant contract they could not issue parking charges as they were not the landowner and they could not therefore bring the claim in their own name.

3JD02357 ParkingEye v Gosnold. (High Wycombe 23/01/2014) District Judge Devlin. The landowner witness statement was not admissible and the highly redacted contract produced on the day did not show ParkingEye could bring the claim in their own name.

[redacted] ParkingEye v [redacted] (Jan 2014). Case stayed. "By 4pm on 31 January 2014 the Claimants solicitors shall notify HHJ Moloney QC as the designated Circuit Judge if any similar cases pending in the Cambridge, Essex, Suffolk or Norfolk Courts with a view to their being listed on the same occasion or stayed pending the outcome of these proceedings." **This case is still ongoing and is likely to be very significant.**

3JD02719 ParkingEye v Davison (Peterborough 17/01/2014). ParkingEye filed conflicting signage information and failed to inform the defendant which signage was correct. The judge felt a parking charge of £5 would be appropriate.

3JD00517 ParkingEye v Clarke (Barrow-in-Furness, 19/12/2013) Deputy District Judge Buckley ruled that the amount charged was not a genuine pre-estimate of loss and refused leave to appeal.

3JD02555 ParkingEye v Pearce (Barrow-in-Furness, 19/12/2013) Deputy District Judge Buckley ruled that the amount charged was not a genuine pre-estimate of loss and refused leave to appeal.

3JD04791 ParkingEye Ltd v Heggie (Barnsley, 13/12/2013). The judge ruled that the amount charged by ParkingEye was not a genuine pre-estimate of loss.

3JD00565 ParkingEye v Rogers (Colchester, 6/12/13). The judge ruled the lack of entrance signage meant no contract was in place and dismissed the case.

3QT58735 ParkingEye v Gardam (High Wycombe, 14/11/2013) District Judge Jones examined the parking company's contract with the landowner, and ruled that the claimant had no standing to bring claims in its own name.

[Unknown] ParkingEye v 'sfoxjones' (09/11/2013). The judge ruled the ANPR times were not proven and so ParkingEye had not proved there was an overstay.

3QT62681 ParkingEye v Lemon and 3QT62156 ParkingEye v Harris, (held simultaneously on 06/11/2013 at Southampton County Court). The contract for The Range, Southampton was dated Feb 2013 but the parking events were in 2012. The wording on the signage was misleading and therefore should be interpreted to the benefit of the motorist.

3QT52338 ParkingEye v Walkden (Barrow in Furness, 29/10/2013). The contract for The Range was dated Feb 2013 but the parking event was October 2012

3QT61897 ParkingEye v Barrett. (Cardiff, 16/10/2013). The contract for McDonalds, Bridgend was dated 7/11/2012 but the parking event was 24/10/2012. The judge adjourned the case to allow ParkingEye to find a previous contract. ParkingEye dropped the case before the second hearing.

3QT62646 ParkingEye v Sharma (Brentford, October 2013). District Judge Jenkins, who is the Honorary Secretary of the Association of Her Majesty's District Judges, dismissed the claim for the reason that the Claimant had no ownership of, or proprietary interest in, the land and it thus followed that the Claimant, acting as an agent, had no locus standi to bring court proceedings in their own name.

3QT51179 ParkingEye v Lomax (22/07/2013). ParkingEye submitted pictures of the wrong car park.

3QT33300 ParkingEye v Scott. (17/07/2013) The signage was not readable at the time of parking.