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Case No: KB-2025-000703

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION
MEDIA & COMMUNICATIONS

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 13/11/2025

Before :

SUSIE ALEGRE
Sitting as a Deputy High Court Judge

Between :

(1) **TRAVELERS INSURANCE COMPANY** **claimant/Applicants**
LIMITED

(2) **OWEN WHITE & CATLIN LLP**

(3) **MILLS & REEVE LLP**

- and -

ANDREW BALDWIN **defendant/Respondent**

Adam Speker KC and Luke Browne (instructed by Mills & Reeve) for the claimants
The defendant representing himself

Hearing dates: 6th November 2025

Approved Judgment

This judgment was handed down remotely at 10.30am on 13th November 2025 by circulation to the parties or their representatives by e-mail and by release to the National Archives.

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Susie Alegre:

Introduction

1. This is my judgment on an application by the claimants dated 31 July 2025. The application sought an order striking out the defence, entering judgment for the claimant's on their claims against the defendant and granting summary judgment along with a permanent injunction against the defendant in a claim for harassment under the Protection from Harassment Act 1977 (PHA 1977). The claimants seek injunctive relief against the defendant pursuant to ss. 1(1A) and 3A of the PHA 1997.
2. There are three claimants in these proceedings. The first claimant ('**Travelers**') is a private limited company which provides professional indemnity insurance to the second claimant ('**OWC**'), a solicitors' firm which previously acted for the defendant's daughter in Employment Tribunal proceedings. The third claimant ('**Mills & Reeve**') is a solicitors' firm which has been instructed by Travelers under a dual retainer with OWC since March 2024 in relation to the defendant's conduct towards Travelers and OWC. The claimants were represented before me by Adam Speker KC and Luke Browne.
3. The defendant is a litigant in person and the father of Catherine Baldwin, a former client of OWC. He represented himself before me and was accompanied by his wife. This judgment also addresses two applications made by the defendant, the first to stay the proceedings and the second to either discharge the proceedings or to order a trial by a different judge on what the defendant says is evidence of fraud or cover up of fraud by the claimants.
4. While the claim itself relates to a course of conduct by the defendant dating from 10 February 2025, it is important to set out a brief background as described in the particulars of claim to understand the context and true nature of the conduct complained of.
5. The defendant's daughter, Catherine Baldwin, was a client of OWC between 2019 and January 2021. OWC represented her in relation to two separate matters, the latest being a case she brought in the Employment Tribunal. It seems Mr Baldwin provided financial support for this.
6. Mr Baldwin made a complaint to OWC about its services provided and the level of fees charged to his daughter in January 2021. Unhappy with its response, he then complained to the Legal Ombudsman in November 2022. This is what I shall refer to as "the underlying dispute". Central to Mr Baldwin's complaint is his belief that his daughter never signed the Client Care Letter ("CCL") engaging the services of OWC and that the documentation, including email exchanges about her engagement of OWC in that case, is forged and fraudulent.
7. The complaint to the Legal Ombudsman was resolved by agreed outcome whereby OWC made a single payment of £859.64 to the defendant and Ms Baldwin. This was intended to conclude any dispute over fees which, as Mr Speker conceded before me, had been high.

8. Unfortunately Mr Baldwin was not satisfied with this and, in March 2023, he visited OWC's office in Feltham unannounced. He refused to leave and OWC says he was acting in a threatening manner which caused distress to its employees so that it had to call the police. The defendant finally left when requested by the police. OWC then wrote to the defendant informing him that he had caused distress to employees and that, if he wished to discuss things in person or view papers, he should have requested an appointment in the appropriate way.
9. Mr Baldwin then went on to complain about OWC to the Solicitors Regulation Authority ("SRA"). Following an initial response from the SRA and a follow up complaint from Mr Baldwin, the SRA informed OWC in September 2023 that the file on the matter would remain closed and no further action would be taken.
10. Later that month, Mr Baldwin made a Subject Access Request to OWC and they provided an electronic bundle of documents in response which included a copy of the CCL apparently signed by Catherine Baldwin.
11. In response to the ongoing underlying dispute, Travelers, as OWC's insurer, instructed Mills & Reeve to look into the defendant's various allegations and complaints. In May 2024, Mills & Reeve sent a detailed response on behalf of the First and Second claimants addressing the allegations and complaints in detail but ultimately rejecting the allegations of fraud and denying the complaints and losses detailed by the defendant in their entirety. It also rejected the escalating quantum of the defendant's threatened claim stating that the sums of approximately £1 million he claimed "*appear to be simply fabricated figures aimed at frightening or blackmailing our client into paying you/your daughter damages.*"
12. Between 15 March 2024 and 28 February 2025, when Mills & Reeve became involved, it wrote to Mr Baldwin on 10 different occasions asking him to direct all correspondence regarding this matter to two designated employees of Mills & Reeve instead of to OWC or any other party. But again, in May 2024, Mr Baldwin visited OWC's offices in Shepperton and Feltham unannounced demanding that their employees on reception accept receipt of hard copy documents. And in July 2024 he handed out leaflets to passersby outside their office in Shepperton until OWC called the police though he left the area before the police attended.
13. From 12 February 2024, Mr Baldwin started to demand monies from the claimants in return for stopping his conduct and refraining from bringing proceedings against OWC for the underlying dispute. The amounts have increased over time from £107,656.34 in February 2024 to £1,800,000 in January 2025. No basis for the figures has ever been provided by the defendant.
14. Mr Baldwin continued to email the claimants with his complaints and allegations throughout 2024. In January 2025, Travelers arranged for all emails sent to it by Mr Baldwin to be automatically directed to its Vice-President of Claims in Europe and

selected other individuals. On 2 February 2025, as a result, Mr Baldwin emailed individuals employed by or affiliated with the claimants stating *“It seems that some email boxes have been blocked, this is not a problem as I will now add names and email addresses to my emails so that the news organisations can contact you directly for any questions...”* This is when the conduct started to escalate further leading to the course of actions set out in the Particulars of Claim.

15. On 20 February 2025 Mills & Reeve wrote to the defendant warning him that, unless he provided undertakings to cease the escalating conduct, the claimants would seek interim and permanent injunctive relief under PHA 1997. Mr Baldwin’s response, in two emails the next day, refused to provide undertakings, characterised the correspondence as an attempt to “silence” him and threatened to take further action against the claimants if they did not settle the matter or provide the evidence requested by him.
16. On 26 February 2025, the claimants filed and served an application notice seeking an interim injunction against the defendant under the PHA 1997. In the days following that, Mr Baldwin emailed the claimants on several occasions with more threats of reporting to regulators and legal proceedings in response to what he described as *“a blatant attempt to silence allegations of serious fraud”*.
17. The Particulars of Claim set out a course of conduct between 10 February 2025 and 5 March 2025 (the date of the injunction) which the claimants say amounts to harassment. This includes:
 - a. an email sent or copied to 17 individuals employed by or affiliated with the three claimants on 10 February 2025 which threatened to visit the claimants’ offices and to confront them directly, to make public the evidence of alleged fraud and urged the claimants to settle the matter *“before this becomes something far bigger than you can control.”*
 - b. an email sent on 11 February 2025 to the same group of individuals with an additional person affiliated with Travelers and copied to email addresses associated with the SRA, the Legal Services Board, the Bank of England, the FCA and Lloyd’s of London. That email contained serious allegations against the claimants, warned that the defendant would reach out to media to publicly expose each of the recipients if there was no meaningful resolution by 4pm that day and threatened to visit the claimants’ offices personally on 13 February so that they would *“see firsthand the repercussions of [their] actions”* and warning that *“if it doesn’t work the first time, I will do it again and again”*.
 - c. attending Travelers’ office in London with his wife on 13 February, having been warned not to attend the claimants’ offices and filming the encounter with the security team who he handed papers to when he was refused access to the premises.

- d. an email sent on 16 February 2025 sent to various individuals associated with the claimants and various third parties including regulatory bodies that claimed there was “*a clear indication that Mills and Reeve is **knowingly facilitating fraud***” among other allegations against the claimants and a threat that “*failure*” to provide “*a proper response*” would “*result in immediate further escalation*”.
- e. an email sent on 18 February 2025 to the claimants making various allegations and including a threat to visit another one of their offices and stating “*this will continue*”.
- f. an email on 21 February 2025 in response to Mills & Reeves’ correspondence requesting contractual undertakings to the claimants to stop the course of conduct which continued the allegations and threats against the claimants. That email said the claimants should “*serious [sic] consider the broader consequences of allowing this to proceed further – both legally and reputationally*”, and demanding settlement to “*prevent unnecessary damage to all parties involved*” and a response by 5pm the same day.
- g. two further emails were sent to the same recipients on 21 February 2025. The first threatened to report the matter to the SRA, escalate to the SEC and issue a report to the press “*exposing the fraudulent actions and your attempts to intimidate a Litigant in Person*” unless he received a formal resolution or the evidence he demanded by 5pm that day. The second made threats against Mills & Reeve including public exposure of what he described as its “*attempt to use legal threats to suppress information relating to fraud, including engaging with anti-SLAPP organisations and legal rights groups*” with the same deadline.
- h. an email sent on 24 February 2025 to individuals associated with the claimants with addresses for the FCA and SRA in copy including a “press release” entitled “*Exposing Systemic Fraud, Cover-Ups, and Intimidation by Owen White & Catlin (OWC), Mills & Reeve, and Travelers Insurance.*” The email and the press release repeated threats, allegations and criticisms of the claimants’ response and said that he would make this public if the matter wasn’t settled by 3pm that day including sending it to the SEC and the US Department of Justice. It also warned that if the claimants obtained a court order preventing him from publishing the press release he had instructed friends and family to distribute it in any event.
- i. a further email on 24 February 2025 saying that because he had no response to his earlier email he was sending his “*further evidence*” and the press release to the SRA, SEC, US Department of Justice, UK & USA Authorities and the press.
- j. an email sent on 28 February 2025 to various individuals associated with the claimants to notify them that “*the County Court at Staines has issued and served full Disclosure in my claim against Owen White & Catlin (OWC), Mills & Reeve, and Travelers Insurance*” along with various claims and a threat that he was “*fully prepared to escalate this issue immediately.*”

18. Following a hearing in person, Jay J made an Order granting an interim injunction on 5 March 2025. Mr Baldwin applied to discharge that order but following a hearing, Garnham J dismissed the application as totally without merit in an order dated 6 May 2025. Two applications by the defendant were subsequently considered on the papers, the first dismissed as totally without merit by Master Gidden on 26 June 2025 and the second put off by order of Steyn J on 19 August 2025 to be considered at the hearing before me. Mr Baldwin appealed the orders of Jay J and Garnham J but the Appeal was refused by Lewison LJ on 27th October 2025 as it had no real prospect of success.
19. The claimants issued this application for strike out of the defence or summary judgment and a permanent injunction on 31 July 2025. The interim injunction ordered on 5 March 2025 remained in effect at the time of the hearing before me on 6 November 2025.

Legal Framework

20. The claim is one of harassment. Section (1A) of the PHA 1977 provides that:

A person must not pursue a course of conduct —
(a) which involves harassment of two or more persons, and
(b) which he knows or ought to know involves harassment of those persons, and
(c) by which he intends to persuade any person (whether or not one of those mentioned above)—
(i) not to do something that he is entitled or required to do, or
(ii) to do something that he is not under any obligation to do.

21. The main principles of what amounts to harassment in law were summarised by Nicklin J in [Hayden v Dickenson](#) [2020] EWHC 3291 (QB) at [40]-[44]. I note his general description of harassment at [44(i)-(ii)] in particular:

*“i) Harassment is an ordinary English word with a well understood meaning: it is a persistent and deliberate course of unacceptable and oppressive conduct, targeted at another person, which is calculated to and does cause that person alarm, fear or distress; “a persistent and deliberate course of targeted oppression”: **Hayes -v- Willoughby** [1], [12] per Lord Sumption.*

ii) The behaviour said to amount to harassment must reach a level of seriousness passing beyond irritations, annoyances, even a measure of upset, that arise occasionally in everybody's day-to-day dealings with other people. The conduct must cross the boundary between that which is unattractive, even unreasonable, and conduct which is oppressive and unacceptable.[...]”

22. For the purposes of this case, I note that a non-human legal entity, such as a company or LLP, may obtain an injunction to protect individuals from harassment: [Merlin Entertainments PLC v Cave](#) [2014] EWHC 3036 (QB); [2015] EMLR 3, [31]; [Foot Anstey LLP v Stimson](#) [2024] EWHC 2621 (KB), [41]-[50].

23. The application before me is to strike out the defence and/or for summary judgment. The power to strike out derives from [CPR 3.4\(2\)](#) which provides:

The court may strike out a statement of case if it appears to the court –

- (a) that the statement of case discloses no reasonable grounds for bringing or defending the claim;*
 - (b) that the statement of case is an abuse of the court’s process or is otherwise likely to obstruct the just disposal of the proceedings; or*
 - (c) that there has been a failure to comply with a rule, practice direction or court order.*
24. In relation to this case, I note that the term ‘statement of case’ includes a Defence ([CPR 2.3\(1\)](#)). [CPR PD3A para. 1.4](#) notes that a Defence may fall within CPR 3.4(2)(a) where it consists of a bare denial or otherwise sets out no coherent statement of facts, or where the facts it sets out, while coherent, would not amount in law to a defence to the claim even if true.

25. The general requirements for a defence are found in [CPR 16.5\(1\)](#) which provides:

In the defence, the defendant must deal with every allegation in the particulars of claim, stating—

- (a) which of the allegations are denied;*
- (b) which allegations they are unable to admit or deny, but which they require the claimant to prove; and*
- (c) which allegations they admit.*

and [CPR 16.5\(2\)](#) provides:

Where the defendant denies an allegation—

- (a) they must state their reasons for doing so; and*
- (b) if they intend to put forward a different version of events from that given by the claimant, they must state their own version.*

26. Specific requirements relating to a defence in a “media and communications claim” such as this one are found in [CPR PD53B](#). [CPR PD53B para. 2.1](#) provides: *Statements of case should be confined to the information necessary to inform the other party of the nature of the case they have to meet. Such information should be set out concisely and in a manner proportionate to the subject matter of the claim.*

27. Under [CPR PD53B para. 10.4](#), a defendant to a claim for harassment by publication “*must in any defence specifically admit or deny each act alleged in the particulars of claim to constitute part of a course of conduct amounting to harassment*”.

28. A litigant in person must comply with a rule, practice direction or order that applies to them in the same way as a represented party: *Barton v Wright Hassall LLP* [2018] UKSC 12; [2018] 1 W.L.R. 1119, [18].
29. In relation to summary judgment, CPR 24.3 provides:
The court may give summary judgment against a claimant or defendant on the whole of a claim or on an issue if—
(a) it considers that the party has no real prospect of succeeding on the claim, defence or issue; and
(b) there is no other compelling reason why the case or issue should be disposed of at a trial.
30. The proper approach to applications for summary judgment has been set out in *Easycare Ltd (trading as Openair) v Opal Telecom* [2009] EWHC 339 (Ch) [15(i)-vii)] *per* Lewison J:
(i) The court must consider whether the claimant has a "realistic" as opposed to a "fanciful" prospect of success: Swain v Hillman [2001] 1 All ER 91 ;
ii) A "realistic" claim is one that carries some degree of conviction. This means a claim that is more than merely arguable: ED & F Man Liquid Products v Patel [2003] EWCA Civ 472 at [8]
iii) In reaching its conclusion the court must not conduct a "mini-trial": Swain v Hillman
iv) This does not mean that the court must take at face value and without analysis everything that a claimant says in his statements before the court. In some cases it may be clear that there is no real substance in factual assertions made, particularly if contradicted by contemporaneous documents: ED & F Man Liquid Products v Patel at [10]
v) However, in reaching its conclusion the court must take into account not only the evidence actually placed before it on the application for summary judgment, but also the evidence that can reasonably be expected to be available at trial: Royal Brompton Hospital NHS Trust v Hammond (No 5) [2001] EWCA Civ 550;
vi) Although a case may turn out at trial not to be really complicated, it does not follow that it should be decided without the fuller investigation into the facts at trial than is possible or permissible on summary judgment. Thus the court should hesitate about making a final decision without a trial, even where there is no obvious conflict of fact at the time of the application, where reasonable grounds exist for believing that a fuller investigation into the facts of the case would add to or alter the evidence available to a trial judge and so affect the outcome of the case: Doncaster Pharmaceuticals Group Ltd v Bolton Pharmaceutical Co 100 Ltd [2007] FSR 63;
vii) On the other hand it is not uncommon for an application under Part 24 to give rise to a short point of law or construction and, if the court is satisfied that it has before it all the evidence necessary for the proper determination of the question and that the parties have had an adequate opportunity to address it in argument, it should grasp the nettle and decide it. The reason is quite simple: if the respondent's case is bad in law, he will in truth have no real prospect of

succeeding on his claim or successfully defending the claim against him, as the case may be. Similarly, if the applicant's case is bad in law, the sooner that is determined, the better. If it is possible to show by evidence that although material in the form of documents or oral evidence that would put the documents in another light is not currently before the court, such material is likely to exist and can be expected to be available at trial, it would be wrong to give summary judgment because there would be a real, as opposed to a fanciful, prospect of success. However, it is not enough simply to argue that the case should be allowed to go to trial because something may turn up which would have a bearing on the question of construction: ICI Chemicals & Polymers Ltd v TTE Training Ltd [2007] EWCA Civ 725.”

Claimants' Applications

31. Mr Speker set out the basis for the application for a strike out of Mr Baldwin's defence in his skeleton argument and submissions before me. He noted that there were significant procedural irregularities in relation to the ways the various documents purporting to be defences have been put before the court and confusion as to what should be properly considered to be the defence in this case but ultimately submitted that none of the “defence” documents complies with the procedural requirements. Therefore, regardless of technical issues of procedure, whichever document stands as “defence” should be struck out based on the lack of substance and failure to comply with procedural requirements.
32. In relation to summary judgment, Mr Speker described the course of conduct particularised in the Particulars of Claim noting the escalation and the impact on the individuals targeted at the three claimants he said: *“He delivers on threats – he says he will publish and he does, he says he's going to turn up and he does turn up.”* He also pointed out the pattern of escalation of the conduct describing the way the defendant expands the range of his targets when his arguments are rejected.
33. He submitted that it was obvious that Mr Baldwin must have known or should have known that the course of conduct was harassment pointing out the repeated correspondence from Mills & Reeve that made this clear and his refusal to direct correspondence to the named individuals as requested. In particular he pointed out that since May 2024 the defendant has been told his actions are threatening, harassing, blackmail and that he needs to stop it and only contact named representatives of a firm of solicitors.
34. Finally, he says the defendant's course of action seeks to persuade the claimants to do something they are under no obligation to do – that is to pay him monies in the millions to which he is not entitled.
35. Mr Speker underlined the lack of defence in any form. Insofar as Mr Baldwin is alleging fraud, he submitted that is completely denied by the claimants and that three

investigations, at the LO, the SRA and by Mills & Reeves had failed to show any basis for it. He also pointed out that it is not pleaded in any event as a defence by Mr Baldwin and that truth is not a defence to a harassment claim citing *Roberts v Bank of Scotland* [2013] EWCA Civ 882 as authority to show that the defendant could not be justified in resorting to self-help means to achieve his goal. Ultimately, in a case such as this with no legitimate claim, he said the allegations and threats made by Mr Baldwin amount to blackmail which could never provide a defence.

36. Mr Baldwin also made oral submissions before me. But his submissions did not engage directly with the application for strike out or summary judgment, or indeed with the harassment claim. He simply repeated his allegations of fraud relating to the underlying dispute, expanding them to allegations about Mr Speker misleading the court in relation to the evidence. His only point, again, goes to the underlying dispute and his conviction that his daughter never signed the CCL with OWC and that the claimants are conspiring to cover up fraud by falsifying evidence. He submitted to me that “fraud trumps all” and for this reason, he says, these proceedings should be discharged because they are based on fraudulent evidence.
37. While I recognise that there is some crossover between the application to strike out the defence and the application for summary judgment, I will deal with the two applications in turn as I feel it is important to be clear that my decision does not turn on a mere technicality but on a full analysis of the submissions and relevant evidence provided to me.
38. Firstly, considering the application to strike out the defence, I have borne in mind the fact that Mr Baldwin is a litigant in person representing himself in what are undoubtedly complex proceedings. I have therefore allowed some latitude in the way Mr Baldwin presented his case before me and have not applied an overly technical approach to my assessment of the documents submitted as a “defence” in considering the application to strike out. Indeed, Mr Speker took a similarly pragmatic approach in his submissions and did not overly rely on procedural technicalities in his submissions before me.
39. Mr Baldwin has, over the course of the proceedings, submitted four documents with the word ‘Defence’ in the title. The first predates the Particulars of Claim and therefore could not possibly address the allegations set out therein in any way that could comply with the rules. I have therefore not considered this document as a defence for the purposes of the strike out application.
40. The second and third documents were submitted on the 16th and 17th April 2025 but they do not include any clear direct reference to the specific allegations of harassment contained in the Particulars of Claim as required for a defence by CPR 16.5. Instead, they repeat the allegations of fraud related to the underlying dispute that Mr Baldwin believes are central to the case.
41. The final document that was submitted as a defence was dated 10 October 2025. This fourth defence again fails to engage at all with the details of the particulars of claim and

continues to refer to the allegations of fraud against the claimants. It does not even amount to a bare denial as it does not really engage with the harassment claim itself.

42. In this case, I need to decide whether Mr Baldwin has complied with the requirements of CPR 16.5 in his defence. In his submissions before me, Mr Baldwin was unable to clarify which defence he sought to rely upon. However, a litigant in person must comply with a rule, practice direction or order that applies to them in the same way as a represented party: *Barton v Wright Hassall LLP* [2018] UKSC 12; [2018] 1 W.L.R. 1119, [18]. This is vital to upholding the rule of law and to respect for the overriding objective. Without it, parties are unable to properly respond to the case against them and proceedings may become unnecessarily drawn out with escalating costs that cannot be justified.
43. Despite the absence of an application to amend, and the lack of clarity in the submissions, I have considered the contents of the defence of 10 October 2025 along with the earlier documents before reaching my conclusions on the application to strike out. In my assessment of the various documents put forward as a defence, none of them comes anywhere close to fulfilling the procedural requirements.
44. This is not merely a technicality. None of the defence documents addresses the allegations in the Particulars of Claim or the course of conduct that is the basis of the harassment claim as required. Instead of responding to the specific pleaded points relating to his conduct in February and March 2025, or indeed the build-up to the course of conduct over the preceding four years, Mr Baldwin seeks, instead, to continue his arguments about the underlying dispute. He does not deny the allegations of harassment in his submissions, he simply ignores them and continues to expand the pattern of harassment with further completely unfounded allegations of fraud against the claimants' representatives during these proceedings.
45. The statements of case submitted by Mr Baldwin are, in my view, clearly of the type highlighted by Teare J on CPR 3.4(2)(b) in *Towler v Wills* [2010] EWHC 1209 (Comm), [16] - that is "*unreasonably vague and incoherent*" and they must be considered "*an abuse of the Court's process and [...] likely to obstruct the just disposal of the case*".
46. Having considered written and oral submissions from Mr Baldwin it is obvious that he will not be in a position to address that defect and plead a concise and clear statement of the facts on which he relies in his defence.
47. In these circumstances it is impossible for the claimants to understand any basis for the defence in this claim and I therefore strike out the defence. For the purposes of this judgment, I take the Defence of 10 October 2025 to be the pleaded defence as this appears to have been filed in response to the defects identified in the earlier documents. But my findings apply equally to the documents submitted on 16 and 17 April 2025.
48. Turning then to the application for summary judgment. I have applied the principles set out in *Easyair* to my assessment of the case. In my view the claimants clearly have a realistic prospect of success.

49. The particulars of claim set out a course of conduct that undoubtedly amounts to harassment. The constant barrage of increasingly angry, threatening and abusive emails with an ever-expanding range of addressees and ever-increasing financial demands must have been extremely distressing for the recipients. His aggressive attendance at claimants' premises made it clear that he was prepared to deliver on his threats.
50. The claim was brought earlier this year when the scale of Mr Baldwin's actions escalated as he became increasingly angry and unreasonable. But for the claimants, the course of action complained of is only the latest chapter in a pattern of threatening and aggressive behaviour over the past four years, starting with OWC and gradually expanding to cover Travelers and Mills & Reeve as they became involved as professionals to try to resolve the underlying dispute and ultimately to stop the escalating harassment.
51. The Particulars of Claim set out what is undeniably "*a persistent and deliberate course of unacceptable and oppressive conduct, targeted at another person, which is calculated to and does cause that person alarm, fear or distress*" as described by Nicklin J in *Hayden*. The level of seriousness of the behaviour is, at this stage, well beyond irritating, upsetting or annoying. Employees and those associated with the claimants have had to call the police when Mr Baldwin has carried out his conduct in person at their offices and the constant bombardment with threatening and abusive emails with such serious allegations has undoubtedly caused them distress and anxiety. To be publicly accused of fraud and corruption and to be unable to escape the constant slew of threats is intolerable.
52. Mr Baldwin was aware, or should have been aware, that his behaviour amounted to harassment. The fact that the claimants had previously had to resort to calling the police when he turned up at their offices was a clear signal that his approach was causing distress. And Mills & Reeve had told him, in terms, by correspondence, in case there was any doubt.
53. There is nothing reasonable in Mr Baldwin's approach and it is clear that nothing short of an injunction was going to stop him from continuing his harassing behaviour against an ever-widening pool of professionals.
54. I have considered the witness statements of Judy O'Neill of Travelers and David Gooding of Mills & Reeve which exhibit the string of emails sent by Mr Baldwin over the relevant period. Mr Baldwin does not deny that the emails complained of were sent by him or that he turned up at the claimants' offices as alleged. While I have not conducted a "mini trial" it is clear on the papers before me that there is substance to the factual assertions of harassment made and, indeed, the defendant does not dispute them.
55. Mr Baldwin's central submission is a call for more evidence relating to the underlying dispute. He wants a fraud trial. I note, however, that the SRA, in its letter of 12 October 2023 reviewing its investigation into the allegations of fraud around the CCL concluded that "*we consider it unlikely that the firm would have reason to fraudulently add a client's signature, as a CCL does not need to be signed.*" Whether or not there is a "wet

ink” CCL, as demanded by Mr Baldwin again before me, is not crucial to the underlying dispute. A signed CCL is simply not a requirement.

56. More importantly, the veracity of any signature on the CCL would not be relevant to the claim for harassment or for the applications before me. This is because, even if what he says about the underlying dispute were to be true, which I do not accept based on the evidence I have seen, in particular the conclusions of the SRA, truth would not be a defence to the harassment claim.

57. In *Merlin Entertainments PLC* at [40] Laing J (as she then was) explained:

“Harassment can take different forms. Where the harassment which is alleged involves statements which a defendant will seek to justify at trial, there may be cases where an interim injunction will be appropriate. These are cases where such statements are part of the harassment which is relied on, but where that harassment has additional elements of oppression, persistence or unpleasantness, which are distinct from the content of the statements. An example might be a defendant who pursues an admitted adulterer through the streets for a lengthy period, shouting “You are an adulterer” through a megaphone. The fact that the statement is true, and could and would be justified at trial, would not necessarily prevent the conduct from being harassment, or prevent a court from restraining it at an interlocutory stage. The same point would apply to Howlett, if the banners flown from aircraft for several years over the claimant’s house, instead of conveying abuse, had set out truthful allegations. [...]”

58. This is particularly important in this case as Mr Baldwin’s submissions all centre on the allegations which he says he wants a separate court to consider. Aidan Eardley KC sitting as a Deputy High Court Judge put the same point succinctly in *Pattinson v Winsor* [2024] EWHC 1910 (KB) at [43]:

“... truth is not a defence to a claim in harassment... The communication of well-founded allegations to a body with a proper interest in receiving and investigating them is unlikely to be harassment, but the relentless scatter-gun repetition of allegations to all and sundry is likely to be harassment even if there were some truth in what is being said.”

59. The defendant has not pleaded the defence that his actions were pursued for the purpose of preventing or detecting crime. In any event, his allegations of fraud relate to the underlying dispute which occurred several years ago and for which he says he already has evidence so his ongoing conduct could not be described as being for the prevention or detection of crime. The kind of self-help methods he has resorted to, including threatening behaviour and blackmail could never be justified in the pursuit of crime in any event. If he was concerned about fraud, he should have reported that to the police and left it at that.

60. He may have started out in 2021 wishing to seek justice for his daughter when he complained to OWC and then to the Legal Ombudsman and the SRA. But the emails and conduct complained about in February and March of 2025 are clearly designed to extract

ever increasing amounts of money from the claimants to make the harassment stop. They are tantamount to blackmail.

61. Mr Baldwin has had the underlying dispute investigated by the Legal Ombudsman, the SRA and Mills & Reeves. They have all found there is nothing to evidence fraud. He is not happy with the outcomes of those investigations and clearly feels aggrieved. That is not an excuse for launching such a sustained campaign of harassment and none of this can provide any defence to the claim that is the subject of these proceedings.
62. He accepts that he sent the emails complained of and that he went to the claimants' offices as they say he did. He says nothing to deny the course of conduct set out in the Particulars of Claim. Therefore, I cannot see that any fuller investigation or further evidence would affect the outcome of these proceedings at trial.
63. The way in which Mr Baldwin has bombarded the claimants with threats and entirely unfounded allegations by email, his follow up on his threats attending the claimants' offices when he has been clearly told not to and his increasingly oppressive demands for money backed by threats to spread his baseless allegations more broadly to the media and regulators are very clearly not reasonable.
64. This is a case where I should clearly "grasp the nettle" and decide the claim now. Mr Baldwin simply has no defence in law. To allow the proceedings to continue in such circumstances would be unjust to both parties and against the overriding objective as it would simply serve to use up court time and incur greater legal costs when the outcome is already obvious. I therefore grant summary judgment for the claimants.

Defendant's Applications

65. There were two applications before me from the defendant. By his application dated 27 October 2025 he asked:

"That the injunction orders dated 5 March 2025 and 2 May 2025 be stayed and discharged pursuant to CPR 3.1(7) and CPR 23.11, on the grounds that they were obtained through fraud, misrepresentation, and material non-disclosure by the claimants' solicitors, Mills & Reeve LLP, acting in concert with their clients and associated parties."
66. Mr Baldwin addressed me in court in support of his written submissions. I refused the application to stay proceedings during the hearing because no real grounds were put forward to support the application. As I explained to Mr Baldwin, the claimants' application was to decide whether the proceedings end here or go on to trial, staying proceedings at this stage would serve no purpose. If Mr Baldwin wanted the claim to go to trial, it was for him to respond effectively to the claimant's application. As discussed above, he did not provide a coherent response.
67. In his submissions in support of his application for a separate hearing to consider evidence of fraud in the underlying dispute, Mr Baldwin gave no legal grounds for the

application except his assertion that “fraud trumps all”. His submissions centred around his obsession with the underlying dispute and his conviction that his daughter did not sign the CCL or send emails in which she contracted the services of OWC. He is convinced that a fraud trial would put a stop to the harassment claim but this is unfounded.

68. His desire for a trial on evidence that the wet signature and emails are fraudulent is simply not justified in these proceedings. His allegations of fraud do not relate to any of the emails that form the basis for the claim in harassment or the allegations of the course of conduct set out in the particulars of claim. It is the evidence of harassment, not the evidence, or lack of it, of fraud, that formed the basis of the granting of a preliminary injunction. I therefore find both of the defendant’s applications to be totally without merit pursuant to CPR 23.12.
69. I note that this has been a pattern in both these proceedings and in the claim Mr Baldwin sought to bring before Staines County Court as an application for pre-action disclosure. Garnham J found the defendant’s application for an Order discharging the Order made by Jay J on 5 March 2025 to be totally without merit pursuant to CPR 23.12 as noted in his order dismissing the application dated 6 May 2025. Master Gidden found the defendant’s application dated 2 June 2025 to be totally without merit pursuant to CPR 23.12 when dismissing the application following consideration on the papers in the Order dated 26 June 2025. And Deputy District Judge Child declared the Application before him as wholly without merit in his order dated 23 June 2025 in Staines County Court.

Injunction Sought

70. The terms of the permanent injunction sought are similar to the terms of the interim injunction. They restrict Mr Baldwin’s ability to communicate with the claimants but also to continue making the allegations against them to others. It will clearly have an impact on his right to freedom of expression and I have therefore taken account of section 12 of the Human Rights Act and considered the necessity and proportionality of the injunctive relief.
71. Before me, Mr Baldwin pointed out that he has respected the court and the order of Jay J. But while he has respected the letter of the order, in the time since that order was made, he has made at least three applications to the High Court and Staines County Court that have been found to be totally without merit. And he has used the proceedings to expand the scope of his allegations to include baseless complaints against the legal representatives of the claimants in this claim.
72. It is clear that nothing short of injunctive relief will put a stop to the harassment by the defendant. I therefore find that a permanent injunction in the terms set out in the order is both necessary and proportionate to protect the claimants from further harassment.