

Please Ask for: Mr. Tanuj Uppal

Our Ref: [REDACTED]
 Your Ref:
 Date: 12/05/2017



GLEN SOLICITORS



The Licensing Unit
 Floor 3
 160 Tooley Street
 London
 SE1 2QH

Dear Sirs,

RE: Best Food & Wine 171 Queens Road SE15 2ND

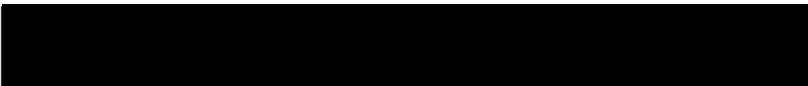
Our Client: Mr NARESH KUMAR and Mrs PARAMJIT KAUR

We are writing in response to objections filed by Southwark Police Licencing Unit against the transfer of Licence.

On Thursday 04th May 2017, the licensing subcommittee were set to hear evidence for the review of the premises licence held by Sawindar Singh and Naresh Kumar in respect of the premises known as Best Food and Wine, 171 Queens Road, London, SE15 2ND. However, the said hearing was adjourned due to Licence transfer application.

The Southwark Police Licencing Unit objected to the said transfer application and incorrectly stated that all responsible authorities involved had recommended that the premises licence be revoked. It must be noted that paragraph 13 of report provided to the Licencing Sub-Committee on 04th May 2017, incorrectly states that the review application, which was submitted by the Council's Trading Standard, was based on the grounds of the prevention of public nuisance and the protection of children from harm.

In Appendix B of the same report, the Director of Public Health express concern with the management of the premises and the Licencing Authority has opinion that *"both Mr Sawinder Singh and Mr Naresh Kumar are not capable of running a licensed premises,"*



The above concerns of both the authorities were mitigated on 03rd May 2017, when the property was changed from freehold to leasehold. This was done through a Lease dated 03rd May 2017 between NARESH KUMAR (1) PARAMJIT KAUR (2) and AJANTHINI ARULARAJAH (1) GEETHANJALI ARULARAJAH (2) (Lease Counterpart enclose herewith). Both parties were legally represented:

Landlord's Conveyancer: Glen Solicitors Ltd, [REDACTED]

Tenant's Conveyancer: Rivington Solicitors, [REDACTED]
[REDACTED]

On the same day the business also change hands through an Agreement dated 03rd May 2017 (Copy enclosed). In order to show that the transfer was full & proper both the documents must be read together.

It is unfortunate that the Southwark Police Licencing Unit is of the view that the lease copy provided to them on 04th May 2017 is not full & proper because it is signed by the landlord only. In conveyancing practice, the completion usually take place over the telephone and the documents are exchange by post. The document signed by Landlord is called 'the Lease' and document signed by tenant called 'the Lease Counterpart'. In the present matter, the completion took place on 03rd May 2017 and hearing before the licencing sub-committee was on the very next morning. Therefore, the Lease Counterpart was not available for submission.

Furthermore, the Southwark Police Licencing Unit pointed out that the new owners (of business & property) submitted their relative's details as a DPS. However, this does not in any way infer that the ownership and management of the business has not changed.

Lastly, the Southwark Police Licencing Unit has failed to identify any clause within the Lease dated 03rd May 2017 giving right to the Landlord to retain overall control of the premises. In fact, the lease provisions makes Tenant responsible for the property & business.

Our Client deny that the application to transfer the licence is to circumvent the licensing hearing process. This is a genuine transfer of property and business.

Therefore, in the interest of justice, we request that the Southwark Police Licencing Unit consider withdrawing their objections in light of information provided in this letter and documents enclose herewith.

However, In the event of adverse decision, Our Client will go through the process of Judicial Review to claim damages, which we anticipate would be minimum of £40,000 plus legal costs.

If your need any further information please contact us.

Yours Faithfully,



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