



Case Law

Unpaid Notified Sum as a Defence

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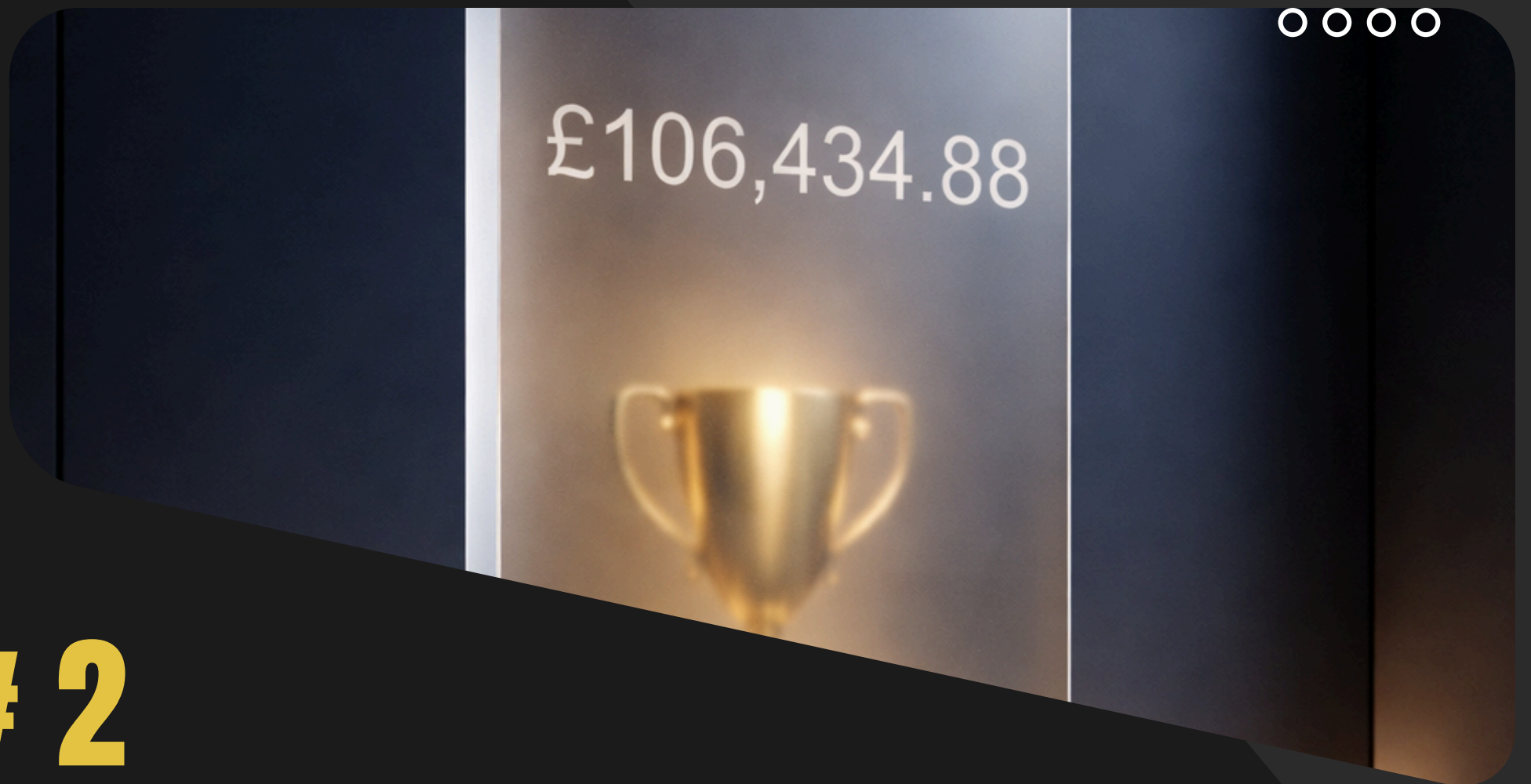
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VMA Services Ltd v Project One London Ltd [2025] EWHC 1815 (TCC)

Why it matters: This stops a payer “gaming the system” by launching a True Value Adjudication while sitting on an unpaid notified sum you can get your opponent’s adjudication stayed in its tracks and even win a payment order as the responding party.



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The Dispute

VMA submitted an interim application seeking £106,434.88, and Project One failed to issue a Payment Notice or Pay Less Notice, so the applied sum became the notified sum. Project One then started a True Value Adjudication; VMA defended on the basis that the notified sum was unpaid (even though VMA hadn't run its own smash-and-grab first).

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The Judgment

The TCC confirmed you can raise a “smash-and-grab defence” to a True Value Adjudication and that the adjudicator can order payment of the notified sum to the defending party. Crucially, the “pay now, argue later” requirement bites even if the payee has not already obtained a prior smash-and-grab decision.





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Contract Nexus Insight

This is an adjudication strategy, not just admin: if you're the payer, non-payment becomes a jurisdictional/compliance problem, not merely a valuation dispute. Nexus runs "rapid triage" on payment cycles so clients don't launch (or defend) adjudications with a procedural landmine sitting underneath.

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Nexus Best Practice:

- If you've missed notices, treat payment of the notified sum as the cost of admission before any True Value Adjudication.
- If you're the payee, keep a clean audit trail so you can deploy the unpaid notified sum as a fast, decisive defence.



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