



Case Law
**Adjudication Is Not a
Time Machine**

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LJR Interiors Ltd v Cooper Construction Ltd [2023] EWHC 3339 (TCC)

Why it matters: You can “win” an adjudication and still get nothing if the underlying claim is time-barred because the 6-year limitation clock applies to the right to refer a dispute.



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2014

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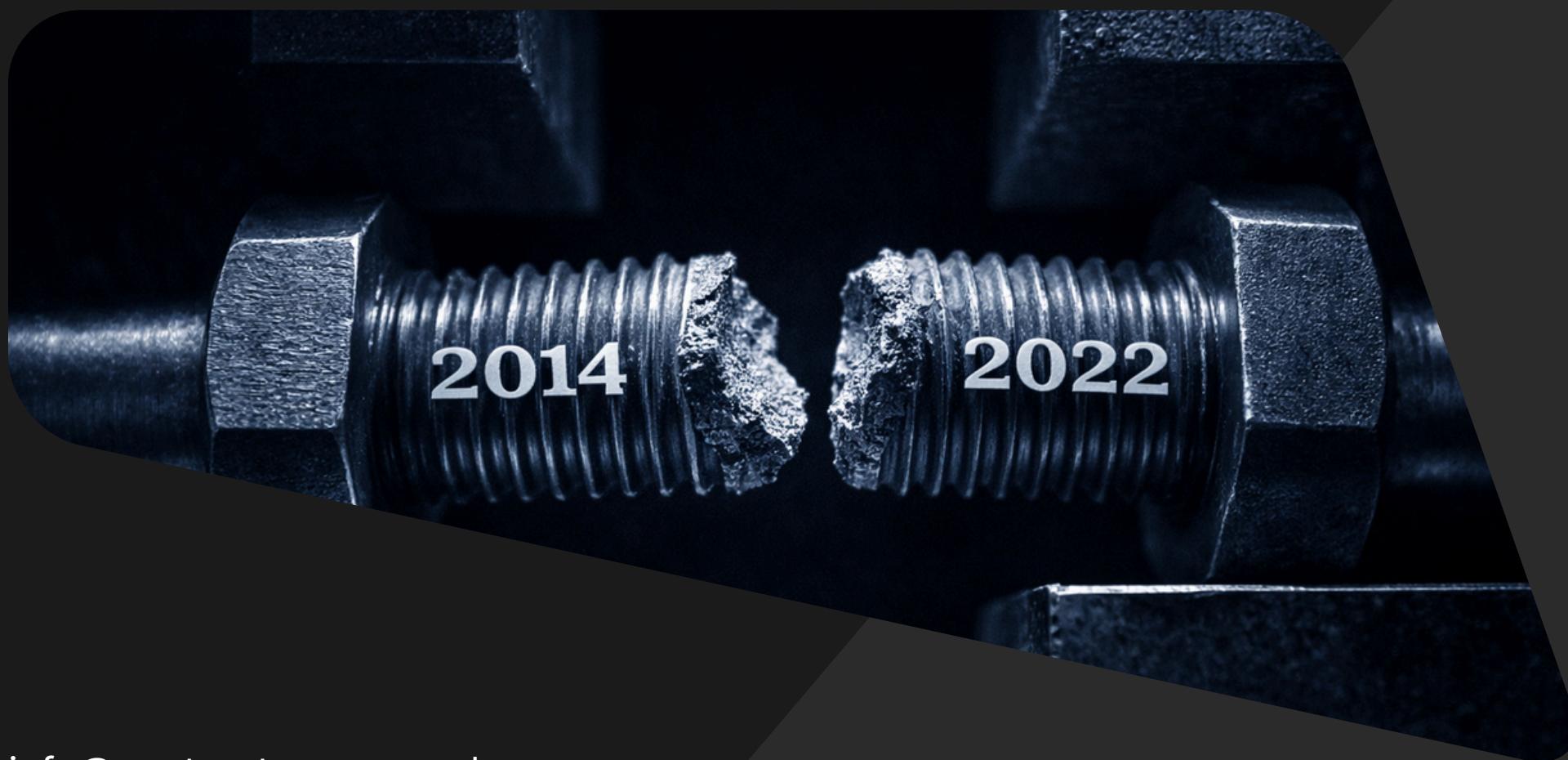
The Dispute

Works finished in 2014; almost eight years later, LJR issued an application for a modest sum, Cooper didn't pay or issue a Pay Less Notice, and LJR went to adjudication on a notified-sum basis. The adjudicator rejected the limitation defence (treating breach as non-payment by the 2022 final date), and LJR sought enforcement.

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The Judgment

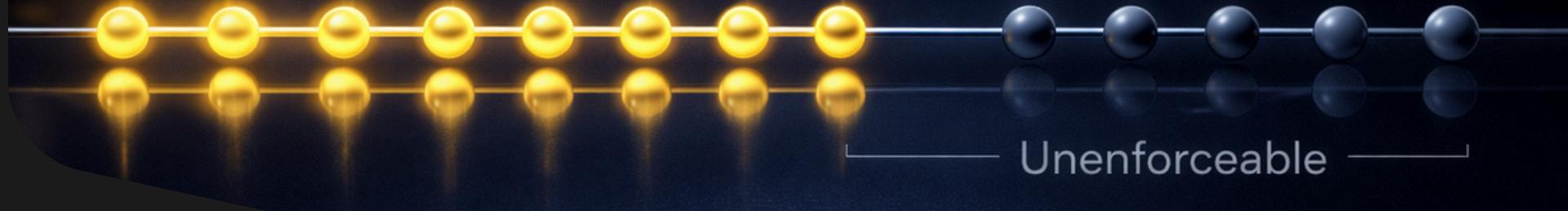
The TCC held that the adjudicator was wrong: Limitation Act 1980 s.5 can apply in adjudication, and adjudication proceedings fall within “action” for limitation purposes. You can’t refresh a limitation by raising a late payment application for sums that were already due years earlier; ignoring that was so clearly wrong that it would be unconscionable to enforce.



Dispute Pipeline

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Dispute Pipeline



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Contract Nexus Insight

Limitation is a commercial governance issue: it impacts whether your dispute pipeline is bankable or just noise. Nexus runs limitation mapping alongside payment admin, so clients don't burn time/cost on adjudications that are structurally unenforceable.

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Nexus Best Practice:

- Maintain a limitation register (cause of action date, last payment, repudiation/denial dates) tied to your claims log.
- If you're close to expiry, consider standstill agreements or an immediate referral strategy before you spend on an adjudication.



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