

1.	Claimants
2.	Rohan Perinpanayagam
3.	Second
4.	RP2
5.	Date: 15 June 2020

Claim No: PT-2018-000098

**IN THE HIGH COURT OF JUSTICE  
BUSINESS AND PROPERTY COURTS  
PROPERTY, TRUSTS AND PROBATE LIST (ChD)**

**B E T W E E N:**

(1) THE SECRETARY OF STATE FOR TRANSPORT

(2) HIGH SPEED TWO (HS2) LTD

Claimants/Applicants

-and-

(1) PERSONS UNKNOWN ENTERING OR REMAINING WITHOUT THE CONSENT OF THE CLAIMANT(S) ON LAND AT HARVIL ROAD, HAREFIELD IN THE LONDON BOROUGH OF HILLINGDON SHOWN COLOURED GREEN, BLUE AND PINK AND EDGED IN RED ON THE PLANS ANNEXED TO THE AMENDED CLAIM FORM

(2) PERSONS UNKNOWN SUBSTANTIALLY INTERFERING WITH THE PASSAGE BY THE CLAIMANTS AND THEIR AGENTS, SERVANTS, CONTRACTORS, SUB-CONTRACTORS, GROUP COMPANIES, LICENSEES, INVITEES OR EMPLOYEES WITH OR WITHOUT VEHICLES, MATERIALS AND EQUIPMENT BETWEEN THE PUBLIC HIGHWAY AT HARVIL ROAD, HAREFIELD IN THE LONDON BOROUGH OF HILLINGDON SHOWN COLOURED ORANGE AND THE LAND AT HARVIL ROAD SHOWN COLOURED GREEN, BLUE AND PINK AND EDGED IN RED ON THE PLANS ANNEXED TO THE AMENDED CLAIM FORM

(3) to (33) THE NAMED DEFENDANTS LISTED IN THE SCHEDULE TO THE ORDER OF THE HON MR JUSTICE FAN COURT DATED 21 MAY 2020

Defendants / Respondents

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**SECOND WITNESS STATEMENT OF  
ROHAN PERINPANAYAGAM**

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I, Rohan Perinpanayagam, of High Speed Two (HS2) Ltd, 2 Snowhill, Queensway, Birmingham, B4 6GA WILL SAY as follows:

1. I am the Second Claimant's Project Client Align IPT (Project Director) of Phase One of the High Speed 2 railway scheme ("the **Scheme**"). This is my second statement

in these proceedings and, as mentioned in my first witness statement, I am known as Rohan Perin.

2. I am authorised by the Claimants to make this second statement within the Claimants' existing claim in support of the Claimants' application (which I will refer to as "the **Substantive Application**"):

2.1 To amend its claim to include additional parcels of land which have been brought into the Scheme since these proceedings were last substantively before the Court ("the **Additional Land**"). This Additional Land has been subject to, and continues to be at risk of, unlawful 'direct action' protest by individuals opposed to the Scheme; and

2.2 To vary and extend the injunction originally imposed by the Court on 19 February 2018 ("the **Original Injunction**") which was continued and extended by the Court on 16 May 2019 ("the **2019 Injunction**") and further continued and extended by the Court in duration (pending a Return Date of the "**Extension Application**") on 21 May 2020 ("the **2020 Injunction**"), so that:

(i) it prevents trespass and obstruction of access to the Additional Land as well as the Land previously covered; and

(ii) it is further extended in time beyond the date sought in the Extension Application (which I refer to further below).

2.3 I To add two further individuals (D34 and D35) as named defendants to these proceedings (in addition to those joined by the 2020 Injunction), as they have been identified as being at risk of committing unlawful conduct due to their involvement in recent incidents at the Harvil Road Site as is detailed in Jordan 2.

3. The contents of this statement are from matters that are within my own knowledge, knowledge gained from my review of the Claimants' documents in relation to this matter and various other sources of information which are stated. Where I state matters within my own knowledge, they are true to the best of my knowledge and

belief. Where I state matters from other sources, I believe them to be true. There is now shown to me a paginated clip of documents which I exhibit hereto as PR1. Page numbers without qualification refer to that exhibit.

4. This statement has been prepared with the assistance of the Claimants' solicitors, Eversheds Sutherland (International) LLP following telephone and email correspondence between me and lawyers at the firm.
5. In this statement, where I refer to:
  - 5.1 "the **Land**", that is a reference to the land which is the subject of the 2020 Injunction, and which is shown edged in red and coloured green, pink and blue on the plan to the 2020 Injunction (at **p. 2**). For the avoidance of doubt, the plan to the 2020 Injunction is identical to the plan to the 2019 Injunction;
  - 5.2 "the **Additional Land**", that is a reference to the additional parts of land which the Claimants seek to amend their claim to include and which is shown coloured green and pink on the plan at **p. 3**.
  - 5.3 "the **Harvil Road Site**", that is a reference to the Land and the Additional Land together and which is shown coloured green, blue and pink and edged in red on the plan to the Amended Claim and reproduced at **p. 4** for ease.

### **Introduction**

6. The purpose of this statement is to:
  - 6.1 provide a brief background to these proceedings and to update the Court on relevant proceedings and matters that have taken place since the 2019 Injunction was made;
  - 6.2 describe the Additional Land which is land in the area that has been brought into the Scheme since the 2019 Injunction was made or that which the Claimants now require possession of for the purposes of the Scheme and to explain the basis of the Claimants' entitlement to possession of the same;

- 6.3 explain the current position in relation to the Scheme programme for the Land and the Additional Land and the impact of the protestors' continued occupation and trespass on the enabling works which the Claimants are authorised and intend to carry out; and
- 6.4 outline the continued risk of trespass to and obstruction of the Land and Additional Land and to explain the impact of the protestors' occupation on the enabling works which the Claimants are authorised and intend to carry out.

### **Earlier Proceedings**

7. These proceedings concern a development site for the HS2 railway project off the Harvil Road in Hillingdon, West London (i.e. the Harvil Road Site).
8. The Harvil Road Site is being developed by the Claimants and their contractors as part of the scheme of works authorised by the High Speed Rail (London – West Midlands) Act 2017 (“the Act”). The Second Defendant (“**HS2 Ltd**”) is the statutory undertaker for the HS2 project. The whole of the Harvil Road Site is within the Act limits, and the works being carried out on the site are either works for the construction of Phase One of the HS2 railway, or works consequent on, or incidental, to those works.
9. The Scheme is a controversial one, and works at the Harvil Road Site have attracted (and continue to attract) extensive direct action protest for a number of years on environmental and other grounds. Some of that protest activity has been lawful but, largely, the Harvil Road Site is impacted by regular and persistent unlawful action severely disrupting the enabling works at this site.
10. These actions have been considered on three previous occasions by the High Court, which I refer to further briefly below. As can be seen from its terms, the 2019 Injunction at **pp. 5 - 12** was granted by Mr David Holland QC in order to seek to prevent that unlawful conduct.

### **The Extension Application**

11. The Substantive Application now made by the Claimants follows an application made by the Claimants on 18 May 2020 against persons unknown for a temporary

extension of the 2019 Injunction. This is what I have referred to as the “**Extension Application**”.

12. The first witness statement of Ms Shona Ruth Jenkins dated 18 May 2020 filed in support of the Extension Application (“**Jenkins 1**”) explains, at paragraphs 3 and at paragraphs 21-36, why it was necessary to make the Extension Application in order to ‘protect’ the 2019 Injunction which was otherwise due to expire on 1 June 2020. Ms Jenkins also explains in detail that the Claimants intended to make this Substantive Application and why they were not in a position to do so at that stage.
13. The initial hearing of the Extension Application was before the Hon. Mr Justice Fancourt on 21 May 2020, as a result of which Mr Justice Fancourt ordered that the 2019 Injunction be continued until after the hearing of the Extension Application on the Return Date (which has since been listed for 22 June 2020) and after the Return Date to the extent that the Court so orders on that occasion.
14. I understand that, during the course of this hearing it was explained by the Claimants’ Counsel (and as had been set out in Jenkins 1) that the Claimants intended to bring the Substantive Application shortly not only to (i) add additional land (ii) extend for a longer period but also (iii) to name and join to the proceedings a number of individuals that they considered were at risk of unlawful conduct at the HS2 Site.
15. I understand that Mr Justice Fancourt directed that the Claimants should identify so they may be joined as defendants at that juncture those persons who the Claimants believed to be at risk of committing unlawful conduct unless otherwise restrained by an injunction, and whose names were then known to the Claimants. This was on the basis that the correct defendants and respondents to the Extension Application may and should be reviewed from time to time, as circumstances changed. In the event, the 28 named Defendants who are listed in the Schedule to the 2020 Injunction were joined as respondents to the Extension Application and defendants to the proceedings by virtue of the 2020 Injunction.
16. It is the Claimants’ intention for the Substantive Application to be filed and served to the greatest extent possible in advance of the Return Date. The Claimants intend to ask for interim relief to be continued until a full hearing of this Substantive Application, and – ideally – for the interim relief to cover the expanded site described

in this statement. It is also anticipated that the hearing of the Extension Application on 22 June 2020 may allow the Court to give directions for the management of the Substantive Application.

17. Aside for the very recent hearing relating to the Extension Application, and as I mention above, these (and connected) proceedings have been before the High Court on three previous occasions. Paragraphs 10-20 of Jenkins 1 set out the background to the earlier proceedings in detail, however for ease these are:
  - 17.1 The **Original Injunction** which was granted by Mr Justice Barling on 19 February 2018. A copy of that injunction is at **pp. 23 – 29** of exhibit **SRJ1** to Jenkins 1 and the judgment at **pp. 10 – 22** of the same exhibit;
  - 17.2 The 2019 Injunction which was granted by Mr David Holland QC (sitting as a Deputy Judge of the High Court) on 16 May 2019. A copy of that injunction is at **pp. 5 - 12** and the judgment at **pp. 30 - 59** of **SRJ1**; and
  - 17.3 The 2019 Possession Proceedings. A copy of the judgment is at **pp. 60 – 96** of **SRJ1** and the possession order that was made is at **pp. 97 – 100** of **SRJ1**.
18. The Defendants to each of those proceedings (some of which have been re-joined as defendants by way of the 2020 Injunction) have raised numerous arguments in support of their opposition to the Scheme and these arguments have been heard extensively by the Court on these previous occasions.
19. For the purposes of the Substantive Application, the 2020 Injunction is now the relevant injunction which the Claimants are seeking to extend and vary.

### **Entitlement to possession of the land which is the subject matter of these proceedings**

#### *The Land*

20. I am describing the land which is subject to the 2020 Injunction as “the Land” in this statement. The Claimants’ entitlement to the possession of the Land was determined by Mr David Holland QC in his November 2019 judgment, by reference to the evidence of the First and Second Witness Statements of Robert William McCrae (“**McCrae 1**” and “**McCrae 2**”), at paragraphs 2-11 and paragraph 7 respectively.

21. For completeness, I confirm that a General Vesting Declaration (“**GVD**”) has been made in respect of some of the land over which the Second Claimant had taken temporary possession pursuant to section 15 and Schedule 16 of the Act. This covers parts (not all) of the plots numbered C111\_112, S232\_064, C111\_002 and S232\_036 on the plan at **p. 2**. An official copy of the registered title and the official title plan to the land subject to this GVD is at **pp. 13 – 21**.
22. In practical terms, this means that the GVD has superseded the Second Claimant’s entitlement to temporary possession of that part of the Land, and it is the First Claimant rather than the Second Claimant who is entitled to possession of it. I do not believe that this has any material impact on the form of relief to which the Claimants between them should be entitled in these proceedings. Otherwise, the basis of the Claimants’ entitlement to possession of all of the Land remains unchanged.

*The Additional Land*

23. The Claimants’ process of taking and acquiring land at the Harvil Road Site is a continuous one with land being added to the Scheme regularly. That has caused some difficulties in being in a position to finalise the Substantive Application with the land that the Claimants would like to be ‘protected’ because the position becomes outdated very quickly.
24. In the circumstances, for the purpose of finalising and filing the Substantive Application, the Additional Land, at the time of filing, includes the land which has been brought into the Scheme up to 31 May 2020. Where further land is brought into the Scheme after this date but before the date of the hearing of the Substantive Application and where that further land is considered to be at risk of unlawful conduct, the Claimants intend to ask the Court for the injunction to be extended to cover that additional land also. The Claimants therefore intend on filing a revised draft Plan A (the new injunction plan) in advance of the hearing along with further evidence in support. The risk is that if the injunction is not granted to cover further land brought into the Scheme by the date of the hearing, that at the time the injunction is granted (in the event that the Substantive Application is successful), the injunction will already be ‘out of date’ and land at the Harvil Road Site exposed to risk of unlawful conduct.

25. As mentioned at paragraph 5.2 above, the Additional Land is shown coloured green and pink on the plan at **p. 3**. It is comprised of:
- 25.1 further land which has been brought into the Scheme in this area up to 31 May 2020; and
  - 25.2 some land at the Harvil Road Site which was part of the Scheme at the date of the 2019 Injunction but which the Claimants had not at that time taken possession of because it was not needed, at that time, for the works which were planned in the shorter term. This includes land on which the former ‘Protester Encampment’ was situated and which was marked on the plan at **p. 2** (referred to further below at paragraphs 37 - 48).
26. The First Claimant has acquired the freehold title to and has an immediate right of possession to that part of the Additional Land coloured pink on the plan at **p. 3** following the making of General Vesting Declarations pursuant to Section 4 of the Act. Where the land has been registered at HM Land Registry, official copies of the title are at **pp. 13 – 21**. Where the registration with HM Land Registry is pending, copies of the GVDs are attached at **pp. 22 – 42**.
27. The Second Claimant has taken temporary possession of that part of the Additional Land coloured green on the plan at **p. 3** pursuant to section 15 and Schedule 16 of the Act, which gives it an immediate right of possession to the same. A schedule setting out the details of the notices served pursuant to paragraph 4(1) of Schedule 16 of the Act and the dates on which possession was taken by the Second Claimant pursuant to those notices is at **p. 43**.
28. The Claimants respectfully seek an injunction, in the form of the draft Order provided with their application, preventing future trespass to and interference with their rights over the whole of the Harvil Road Site (i.e. the Land and the Additional Land).



### **Access to the Harvil Road Site**

29. McCrae 1 at paragraphs 15-19 and McCrae 2 at paragraphs 11-16 explained the access arrangements and public rights of way on and in the vicinity of the Harvil Road site. To update the position:

29.1 There were, at the time of McCrae 2, two main entrances to the site known as the “North Compound Entrance” and the “South Compound Entrance” (these are marked on the plan to the 2019 Injunction), both of which were off the public highway known as the Harvil Road. Since then and, as the Harvil Road Site has evolved and where new contractors have taken over responsibility for parts of the site, gate names have changed and new accesses created as follows (and as detailed on the new ‘Plan A’, being the new proposed injunction plan at p. 4):

- (i) the “South Compound Entrance” is now called “Gate 1”;
- (ii) the “North Compound Entrance” is now called “Gate 2”;
- (iii) the “West Gate 3 Entrance” remains as it previously was named;
- (iv) there is a new access called “Gate 4”;
- (v) following the closure of Dews Lane which I explain in more detail below, a new access at Dews Lane East which abuts the highway and which is known as the “Fusion Dews Lane Compound HQ”; and
- (vi) a new access known as Dews Lane West which abuts private land of which the London Borough of Hillingdon is the freehold owner.

It remains and in respect of the new entrances, is the case, as is evidenced by some of the incidents set out in Jordan 2, that these entrances frequently suffer from obstruction by the Defendants. This is not only an operational concern but also a health and safety concern. It was for those reasons that the Claimants sought – and continue to seek - to restrain those unlawful activities.

- 29.2 The land coloured orange (“Orange Highway”) on the plan to the 2019 Injunction is designated public highway. This is the case also for the new injunction plan (at **p. 4**) which is attached to the Claimants’ application to amend their claim;
- 29.3 When McCrae 2 was prepared, two public rights of way crossed the Land. Mr McCrae explained that there are powers available to the Claimants in terms of stopping up those rights of way. They include a power under Section 3 and Part 2 of Schedule 4 to the Act to stop-up highways specified in that schedule for the purposes of or in connection with the construction of the works authorised by the Act.
- 29.4 Since these proceedings were before the court in 2019, Sections of U34 have been temporarily closed and diverted pursuant to section 3 and Schedule 4, Part 2 of the Act. I understand that the closure of part of U34 had been opposed during the 2019 Possession Proceedings referred to at paragraph 17 above and at paragraphs 15-20 of Jenkins 1. The Judge (Mr David Holland QC) however held that the temporary stopping up had been lawfully exercised and that the Second Claimant was entitled to possession of those parts.
- 29.5 I should add that since the 2019 Possession Proceedings, and in light of the recent closure of Dews Lane (which I refer to further below at paragraphs 31-34, the original diversion to U34 (being over Dews Lane) has since been re-diverted. Advance warning notification of the closure and re-diversion was sent to local residents by way of a letter box drop on 5 February 2020 and also posted on the <https://hs2inhillington.commonplace.is> website, a copy of which is at **pp. 44 – 47**. Closure and diversion signs were also put in place however protesters regularly de-face and / or remove them. Since the closure of Dews Lane, closure and diversion signs have been re-installed yet they continue to be removed by protesters in the vicinity. As was the case when the 2019 Injunction was made, the Claimants are not seeking to prevent lawful use of these public rights of way.

## Dews Lane

30. Dews Lane is a private lane, the freehold title of which is owned by the Mayor and Burgesses of the London Borough of Hillingdon (“the **Council**”). The register of title records that the lane is subject to certain private rights of way. An official copy of the Council’s freehold title to land of which Dews Lane forms part together with the title plan is at **pp. 48 – 58**. It runs between the access points (mentioned above at paragraph 29.1) now known as the Fusion Dews Lane Compound HQ and Dews Lane West.
31. The Second Claimant has taken temporary possession of Dews Lane pursuant to section 15 and Schedule 16 of the Act, which, as mentioned above, gives it an immediate right of possession to the same. Schedule 16 also provides (by paragraph 2) that private rights of way over land shall be extinguished when temporary possession is taken (paragraph 7) unless the Secretary of State otherwise directs (paragraph 3). I can confirm that no direction to the contrary has been given in respect of the private rights of way over Dews Lane.
32. A small section at the east end of Dews Lane is within the land covered by the 2020 Injunction with the remainder forming part of the Additional Land. There was an express carve out in the 2019 Injunction (which has remained in the 2020 Injunction) which expressly confirms that the injunction does not apply to and is not intended to prevent passage over Dews Lane. At the point of making the 2019 Injunction, it was not necessary for Dews Lane to be closed because the works which were to take place in the shorter term did not necessitate that. The Claimants also did not wish to unduly and unnecessarily interfere with the passage over Dews Lane given that this is a vehicular access to the nearby Hillingdon Outdoor Activities Centre (“**HOAC**”). The Claimants were also aware at the time that protestors at the ‘Roadside Camp’ (as described below) would utilise Dews Lane to obtain water from a sympathetic land-owner, and the Claimants were content to continue to accommodate this at the time. In light of this, it was always the Second Claimant’s intention to take possession of Dews Lane as late as possible and was not considered necessary or desirable to prevent persons (including the protestors in the vicinity) from using Dews Lane as a means of access to HOAC and neighbouring land.

33. The position in respect of Dews Lane has, however, now changed such that, because of works taking place in the vicinity and for those to be carried out safely, it has been necessary for the Second Claimant to take possession of and close Dews Lane. More specifically:

33.1 The Second Claimant's contractors are undertaking tree and vegetation clearance in the vicinity and therefore it was necessary for a safety and security perspective to close Dews Lane so that this work can be undertaken without risk to those who would otherwise be travelling along the Lane.

33.2 This was even more so because, more recently, protesters in the area, took to regularly sitting on Dews Lane as a means of protest and directly interfering with works, thus putting themselves and the workforce at risk during tree and vegetation clearance works.

It would therefore not have been possible to undertake the works required without there being a risk to health and safety the public, the protesters and that of the Second Claimants' contractors. It would also be difficult to undertake these works from a practical safety perspective if the works were constantly disrupted by the presence of protesters.

33.3 Works are due to commence in July 2020 on the construction of a new road adjacent to Dews Lane and therefore, in preparation for those works which cannot take place whilst Dews Lane is open to the general public, Dews Lane will need to remain closed.

34. Therefore, on 22 May 2020 Dews Lane was closed albeit the Second Claimant has agreed access licences with adjoining owners and / or occupiers where access is required.

35. The events which took place on the day of the closure are addressed in Jordan 2. I mention for completeness that access to areas within the Harvil Road Site will be required by adjoining land owners and occupiers from time to time. Individual access arrangements have been and will continue to be made as necessary with those parties.

## **Recent Protest Camps on the Additional Land and Camps on Neighbouring Land**

36. As explained in Mr Jordan's statement there were, until very recently, protest camps on the Additional Land (this included the 'Encampment' which I detail further below by way of background). There also continue to be protest camps on neighbouring land owned by the Council such that the Council have now issued injunctive proceedings to restrain trespass and unlawful activities taking place on its land. As set out in Jenkins 1, the Council's Proceedings have been issued in the Queen's Bench Division of the High Court (Claim No. QB-2020-0001222). At the time of drafting this statement, I understand from the Claimants' solicitor that the Council have informed us that twenty-one individuals have been joined as defendants to those proceedings after those individuals indicating that they opposed the Council's application for an injunction. These neighbouring camps and the recent encampments on the Additional Land are, I believe, relevant to the continuing threat of acts of trespass to the Harvil Road Site.

### **The Former 'Encampment'**

37. A 'Protester Encampment' was situated on and beside part of the Additional Land (as indicated on the plan at **p. 2**) before the date of the Original Injunction and the 2019 Injunction. It has changed in shape and size from time to time, but is in effect in two halves:

37.1 Part is on the verge to the Harvil Road, on local authority land. I call this part the "Roadside Camp". The Roadside Camp has been a focal point for protest activity throughout. Whilst the existence of the camp is inconvenient for the Claimants, it is not on their land and no part of the relief is intended to stop this part of the protest.

37.2 Immediately adjacent to the "Roadside Camp" is a field which is part of the Additional Land. The Roadside Camp has in the past spilled away from the Harvil Road onto this field and has taken up more or less of this field from time-to-time. I call this part of the camp "the Field Encampment", however to be clear, the Claimants have now recovered possession of this area such that there is no longer an encampment on it, but the Claimants consider it remains at risk of further trespass and hence forms part of the Additional Land over

which the Claimants are asking the injunction to extend. Earlier recurrences of trespass have previously delayed enabling works in the vicinity.

38. The Original Injunction and the 2019 Injunction expressly confirmed in the recitals that the orders were not intended to prohibit continued occupation of the “Protester Encampment” on Harvil Road, though it did not at the time distinguish in terms between “the Roadside Camp” and “the Field Encampment”. The Claimants were not concerned at the time about the Roadside Camp spilling out into the Field Encampment because they did not, then, need that portion of the Harvil Road Site for imminent works. The field in which the Field Encampment is situated was not part of the Land subject to the Order to the 2019 Possession Proceedings which is referred to in more detail at paragraphs 15-20 of Jenkins 1.
39. The position has now moved on, however, and this portion of the Additional Land is now required for the Claimants’ work project. Specifically it is part of the Additional Land required for the Ickenham Auto Transformer Feeder Station (“Ickenham ATFS”) which is the new power supply for the railway. In the shorter term, the land is required to complete archaeological and ground investigation surveys (which commenced on 9 June 2020) and thereafter mitigation, if required, in order to confirm the programme for the Ickenham ATFS. Furthermore, part of the field is the location of a new National Grid tower. This part of the Additional Land is adjacent to the trace (line) of the railway and so, in the longer term, the land is also required for working space for construction in and around that area.
40. The Claimants’ decision to recover the land on which the Field Encampment was situated was first communicated to those occupying it by James Tyler Morris (HS2’s Property Acquisition Lead for this area) who attended the land on 16 August 2019 (with other members of the Second Claimant’s land and property team, construction and security teams) and explained to the protesters in situ that possession of the land was required and it was proposed to be taken on 22 August 2019.
41. Subsequently, Patricia Thomson, Senior Engagement Manager Area South for the Second Claimant confirmed this by way of an email dated 21 August 2019 at **pp. 59 – 60** again explaining that the Second Claimant intended to take possession of that

land on 22 August 2019. Ms Thomson also explained in her email the reasons why the Second Claimant needed to take possession of it.

42. On 22 August 2019, Mr Tyler Morris again attended the land (with other members of the Second Claimant's construction, security and enforcement teams) with the intention of taking possession of it. However, the occupants failed to vacate voluntarily and possession was not taken.
43. At around the same time, an encampment had been established on the land subject to the 2019 Possession Proceedings. As the part of the Additional Land on which the Field Encampment was situated is contiguous with the land that was subject to the 2019 Possession Proceedings, it was felt that it would be difficult to take possession and secure the Field Encampment land whilst the Claimants did not have control of the land subject to the 2019 Possession Proceedings. The Claimants therefore deferred the taking of possession and later sought to take possession of this portion of the Additional Land at the same time as executing the writ of possession made in the 2019 Possession Proceedings.
44. As a result, at the same time that High Court Enforcement Officers were enforcing the November 2019 writ of possession over the land that was subject to those proceedings, the Claimants issued and executed statutory warrants under the Act and section 13 of the Compulsory Purchase Act 1965 in respect of the areas of Additional Land on which this Field Encampment was in place.
45. The enforcement operation undertaken by High Court Enforcement Officers took 9 days commencing on 7 January 2020. During the process of enforcement, the Second Claimant received a letter dated 9 January 2020 from Hodge Jones & Allen Solicitors stating that they were instructed by "*a number of protesters at the above [Protest Encampment on field at Harvil Road] site*" and asked for the authority under which the enforcement took place. The Second Claimant responded promptly, by way of its solicitor's letter also dated 9 January 2020, which explained the basis and the power under which enforcement was being undertaken. A copy of both letters is at **pp. 61 - 63**. I understand that no further correspondence has been received from Hodge Jones & Allen solicitors.

46. The Field Encampment land (and other land in the vicinity) was subsequently cleared of protesters on 16 January 2020 following the enforcement of those statutory warrants. CLD type semi-permanent modular security fencing was erected around the perimeter of the site in order to secure it. The Roadside Camp remained in place on the verge to the Harvil Road beside the Additional Land but was at that time separated from the Additional Land by that CLD fence.
47. The Claimants have since then been entitled to possession of the whole of that land. The First Claimant is now the registered freehold owner of that land and has been since 30 October 2019. The official copies of title are at **pp. 13 – 21**.
48. Unfortunately, after recovering possession of that portion of the Harvil Road Site, protestors re-took control of the Field Encampment and had established encampments on other areas of the Additional Land which led to a further enforcement operation (as explained in Mr Jordan’s statement).

#### **Scheme Works at the Harvil Road Site & Impact of Protest Activity**

49. The Harvil Road Site, for the Claimants’ and their contractors’ purposes, is split into two sectors known as ‘C1’ (Central Area 1) and ‘S2’ (South Area 2) which simply relates to geographically where the works are taking place. At **pp. 64 – 67**, I attach the Indicative Construction Timelines for C1 and S2 which together show the indicative works’ timetable at the Harvil Road Site from 1 June 2020-July 2024.
50. In broad terms, the Works in the shorter term are enabling works and in the longer term permanent works in relation to the construction of the HS2 railway. In addition to fencing and securing the Land and the Additional Land, works include:
  - 50.1 tree and vegetation clearance to facilitate possession and securing of land, and to facilitate enabling and permanent works in relation to the construction of the railway;
  - 50.2 installation of construction compounds and temporary access/haul roads;
  - 50.3 archaeology surveys and potential mitigation works;



- 50.4 the continued installation of a new high-pressure gas main to enable decommissioning of an existing main by Cadent Gas, the Network Operator;
- 50.5 installation of a new diverted overhead power line to enable decommissioning of the existing line by National Grid involving construction of temporary compounds and access roads including associated bridges, piling, construction of new tower bases and new towers, and cable stringing over the new route of the overhead line across existing and new towers;
- 50.6 various ecology and arboricultural surveys involving visual non-invasive surveys of existing trees and hedgerows;
- 50.7 the completion of associated ecological management/mitigation following the results of ecological surveys, including closure under licence of badger setts and the relocation of a bat roost;
- 50.8 replacement tree planting and habitat creation to meet the requirements of the no net loss strategy;
- 50.9 ground investigation works, using mobile welfare units and different types of ground investigation (e.g. trial pits, boreholes, cone penetration testing) to better understand the geotechnical characteristics and behaviour of the ground in the area of the line of the HS2 railway (in turn, to inform the detailed design for the embankment approach to the viaduct, the foundations for the viaduct and the Ickenham ATFS (Auto Transformer Feeder Station));
- 50.10 various utility diversions e.g. water, drainage, gas, electric, telecoms etc. associated with the scheme;
- 50.11 the construction of new Dews Lane alignment parallel to existing Dews Lane including new junction on to Harvil Road;
- 50.12 the survey and demolition of various structures;

- 50.13 the treatment and sustainable placement of tunnelling spoil, involving construction of a temporary storage and treatment area, temporary haul roads and associated logistics requirements;
- 50.14 load test pile works, involving the formation of a construction compound, and the installation and testing of deep foundation piles to better understand the geotechnical characteristics for the viaduct foundations and to inform the detailed design;
- 50.15 the construction of the Colne Valley Viaduct comprising; south abutment, piling and pier construction, installation of the main body of viaduct and numerous at-grade earthworks and structures;
- 50.16 the construction of the Copthall cut and cover tunnel (approximately 0.9km in length) comprising; piling, excavation, construction of the tunnel and headhouse and backfilling/reinstatement;
- 50.17 Harvil Road permanent realignment, involving temporary road diversions during construction works, Newyears Green Bourne culvert construction, associated temporary access roads, utilities diversions and existing road demolition.
51. The works at the site therefore continue. The ecological and ground investigation surveys are some of the first steps to be taken out on the site, and these works have been and continue to be disrupted by protestors. The presence of protest camps in the past, for example, has prevented or impacted necessary land possession, tree and vegetation clearance and ground investigation works among other activities from being completed.
52. ‘Notice to Proceed’ (the Department for Transport announcement confirming this is at **pp. 68 - 70**) has been given by the Second Claimant to its suppliers in relation to the works relating to the construction of the railway. Early investigative works have already begun in respect of some of these works.

53. It is imperative that the Claimants and their contractors have uninterrupted use of the Harvil Road Site without obstruction in order that can work in accordance with and maintain their programme and ultimately the Scheme timetable.
54. To date, protester action has caused considerable impact (and cost) to the Scheme. My colleagues and I have sought to put together a broad estimate of the *additional* cost of the development at the Harvil Road Site by reason of the delays and additional security expenses caused by protest activity at the site (aside from legal costs). These come to almost £16 million, and are broken down in a short schedule with more detailed narrative comments at **p.71**. I should indicate that these are necessarily relatively broad estimates, but indicate that the protest activities at the site are causing very serious detail and financial impact – which is ultimately being paid for by the public.

#### **Environmental Concerns**

55. The Claimants are aware and accept that a number of the individuals who protest against HS2's activities at the Harvil Road Site hold genuine and sincere environmental beliefs. It is recognised also by the Claimants that it is not possible to construct a Scheme like the HS2 project without there being an environmental impact. The environmental impacts of the Scheme have been considered extensively by Parliament and the Claimants are required to mitigate against this.
56. Paragraph 4 of McCrae 1 explains that the Act was the culmination of nearly five years of work, including an Environmental Impact Assessment, the results of which were reported in an Environmental Statement submitted alongside the Bill. The First Claimant also published Environmental Minimum Requirements, which set out the environmental and sustainability commitments that will be observed in the construction of the Scheme. As is set out in McCrae 1, these documents are publicly available online.
57. All works that are carried out at the Harvil Road Site are works for which the Second Claimant and / or its contractors have consent. By way of example, as I am aware that alleged water pollution remains a concern of the protesters, a copy of the Environment Agency's consent for the test piling and associated works is at **pp. 72–**

81. In the course of obtaining that consent, environmental and mitigation factors were, of course, considered.
58. There are occasions during the course of the works' programme where works have been temporarily delayed and / or paused because the Claimants did not at the time have the relevant consent to proceed to the next stage. The Second Claimant and its contractors regularly liaise with the relevant authorities, for example, the Environment Agency and Natural England and submit revised proposals until the necessary consents are provided. Until we have consent for particular works, the works do not proceed.
59. The Second Claimant and its contractors are committed to an open and transparent policy. It is not denied that sometimes problems do arise in relation to environmental matters. In those instances, there is a policy of 'self-referral' where contractors refer the incident to the relevant authority. An investigation takes place and lessons are learnt from that process.

#### **Ongoing Risk of Unlawful Conduct**

60. There continues to be opposition to the Scheme and the works on the Land and the Additional Land as detailed in Jordan 2. There are protestors present in the vicinity of the Land, the Additional Land and at other HS2 sites who continue to make their views on the Scheme known on a daily basis.
61. As well as the impact to the scheme of works I outline above, the constant presence of protestors continues to make for an unpleasant and far from ideal working environment for the Claimants and their contractors. This has continued now for some years. The Claimants' contractors face verbal abuse and taunts on almost a daily basis and the presence of the protesters detracts them from their day to day activities. In addition, the Claimants' contractors face increasing physical abuse including prevention of their coming and going from the land, spitting and having unknown liquids thrown in their face.
62. Whilst the Claimants consider there to have been a number of breaches of the 2019 Injunction Order (which the Claimants are considering further with their legal team – though privilege is not waived), the 2019 Injunction Order has still been – for the

most part – effective. There has been a noticeable reduction in trespass and obstruction to the Land since the injunctions have been made, and the trespass to the Additional Land (not subject to the injunction) is greater than trespass to the Land.

63. I therefore believe that this shows that, should the 2020 Injunction not be continued and extended as set out in the draft order for this Substantive Application, there is likely to be an increase in incidents of this type which would adversely impact the works required at site in order to implement a scheme which has been mandated by Parliament.
64. Moreover, as mentioned above, now that ‘Notice to Proceed’ has been issued by the Second Claimant to its suppliers who will be undertaking the remaining construction works in due course, the Second Claimant considers it is likely that this may result in increased levels of protest and activity against any works which will be taking place at the site in the shorter term.

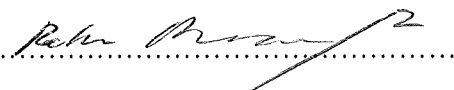
### **Conclusion**

65. The Claimants reasonably fear that the Land and the Additional Land remain at risk of trespass and obstruction of access should the 2020 Injunction be allowed to lapse without a further injunction being imposed, given the large number of incidents of trespass and obstruction that were experienced by the Claimants prior to the making of the 2020 Injunction, the commitment of the Defendants to continue with protest activity at the Land and the targeting of the Additional Land not currently covered by the 2020 Injunction.

66. It remains the case that the Defendants do not have the consent or permission of the Claimants to enter onto the Land or the Additional Land and their presence continues to significantly impact Scheme works causing disproportionate delay and expense which is ultimately borne by the public purse.

**STATEMENT OF TRUTH**

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed: .....  .....

**ROHAN PERINPANAYAGAM**

Date: 15 June 2020