

**IN THE DURHAM COUNTY COURT
BETWEEN:**

Claim No: 7DH01510

RAJINDER SINGH BILKHU

Claimant

And

THE POST OFFICE LIMITED

Defendant

REPLY & DEFENCE TO COUNTERCLAIM

REPLY

1. Save insofar as it consists of admissions or save as hereinafter appears the Claimant joins issue with the Defendant upon its Defence.
2. It is admitted that by an Acknowledgement of Appointment dated 30th January 2004 the Claimant accepted an appointment as sub-post-master for the Bowburn Post Office for reward on the standard terms of contract for that position.
3. It is admitted that clause 1.1 of the Contract provides that "The contract is a contract for services and consequently the Subpostmaster is an agent and not an employee of Post Office Counters Limited". It is further admitted that clause 1 of section 12 of the Contract provides that "The Subpostmaster on taking up his appointment is supplied with suitable Post Office stock, the amount of which is fixed by the Regional General Manager" and that clause 2 of Section 12 of the Contract provides that "The Subpostmaster is permitted to hold Post Office Counters Ltd cash normal to meet payments at his sub-office after due allowance has been made for expected receipts and in accordance with official accounting and security instructions."
4. Save that subparagraph (6) should refer to clause 13 of Section 12, paragraph 5 of the Defence is admitted.

5. Paragraph 6 of the Defence is admitted but it is averred that due to errors and faults in the Horizon operating system the Claimant was unable, despite his best efforts, to produce accurate and true accounts.
6. It is denied that the computer system was supplied by the Claimant as alleged in paragraph 8 of the Defence.
7. As to paragraph 11 of the Defence the Claimant pleads as follows, adopting the same numbering of the subparagraphs:
 - (a) Admitted
 - (b) Admitted
 - (c) Denied
 - (d) Denied
 - (e) It is averred that the accounts reflect the position after payment by the Claimant of the shortfalls created by faults and errors in the Horizon operating system which payments were made by the Claimant to allow him to continue trading. Save as aforesaid denied;
 - (f) Denied
 - (g)(i) Denied
 - (ii) The Claimant admits that he paid the said sum of £3,501.59 on 22nd September 2005 and avers that he has paid the further sums referred to in the Particulars of Claim to ensure he could continue to trade. Save as aforesaid denied;
 - (iii) It is admitted that it was a term of the Claimant's contract that he was responsible for all losses caused through his own negligence, carelessness or error and also for all losses caused by his assistants but it is denied that the losses claimed were caused by the Claimant's own negligence, carelessness or error or by his assistants. Save as aforesaid denied.

DEFENCE TO COUNTERCLAIM

8. The Claimant denies that the Defendant is entitled to a fiduciary account as alleged or at all. Further, it is averred that any true account of the business will prove sums due to the Claimant as alleged in the Particulars of Claim.
9. In the premises it is denied that the Defendant is entitled to the relief sought or any relief.

01/02/2008 14:31

GRO

BOPO

PAGE 01/01

02 2008 08:50 FAX

GRO

LIT

008/007

Statement of Truth

I believe that the facts stated in this Reply and Defence to Counterclaim are true.

Signed:

GRO

Full Name: Rajinder Singh Bilkhu

Dated this ²⁶ day of February 2008