THE HIGH COURT

[2026] IEHC 404

[Record No. HP2024/2749]

BETWEEN

TERESA BARRINGTON & SEÁN BARRINGTON

PLAINTIFFS

AND

THE ATTORNEY GENERAL & TAILTE ÉIREANN & PROMONTORIA (OYSTER) DAC & DAVID O'CONOR & BDO & M.R.C.S LTD & PAUL GARAVAN

DEFENDANTS

JUDGMENT of Mr Justice Jordan delivered on the 22nd. day of June, 2026.

1. The plaintiffs are a married couple who were registered as the owners of a warehouse in an industrial estate in Galway in September 2003. The second named plaintiff operated a flooring business from the property from then on – and until relatively recently according to the plaintiffs. The first named plaintiff was very involved in the business. The plaintiffs say that they were wrongfully dispossessed on 9 April 2025. The consequences according to the plaintiffs are that their livelihood has been badly affected and their business has been seriously damaged.

2. The plaintiffs have generally acted as litigants in person and the first named plaintiff was a litigant in person throughout this application. While the application is made by the first named plaintiff she did make it clear throughout that she is seeking relief for herself and her husband.

3. In February 2006 a charge over the plaintiffs' interest in the warehouse was registered in favour of Ulster Bank. This charge in favour of Ulster Bank was transferred and registered in the name of Promontoria in March 2017. The charge was then cancelled on 29 December 2022. On that date the sixth named defendant was registered as the full owner of the property.

4. The plaintiffs do not accept that the registration of the sixth named defendant as owner of the property is valid and they contend that they still own the warehouse. The plaintiffs contend that the legislation under which the title was transferred to the sixth named defendant – s.62(6) of the Registration of Title Act 1964 – is unconstitutional. The first named defendant is sued in respect of this constitutional claim, the second named defendant is the statutory body which is responsible for the registration of title in Ireland, the third named defendant is the designated activity company to which the security which was originally provided by the plaintiffs to Ulster Bank was ultimately transferred, the fourth named defendant is the receiver appointed by the third named defendant and the fifth named defendant is the company for which the fourth named defendant works. The sixth named defendant is the now registered owner of the warehouse and the seventh named defendant is a director of the sixth named defendant.

5. Sometime in 2021/2022 the plaintiffs found out that the third and/or fourth named defendants were planning to sell the property. The first named plaintiff was out of the country at that time but the second named plaintiff issued proceedings against Promontoria in his sole name on 5 September 2022 and registered a *lis pendens* on 14 September 2022. Those proceedings were not advanced any further by him.

6. Although there was a *lis pendens* registered a sale did proceed and the sixth named defendant was registered as owner of the warehouse on 29 December 2022.

7. Although the sixth named defendant had bought the warehouse and did become registered as owner of it the plaintiffs continued in occupation of the property until 9 April 2025 when the owner took possession in the early hours of the morning.

8. Solicitor's correspondence had issued to the plaintiffs in March 2023 requesting that they deliver up possession of the property. They declined to do so and received a further solicitor's letter in May 2024 indicating that the sixth named defendant would "take whatever steps may be available to it to secure vacant possession of the premises, including (but not limited to) obtaining peaceable possession of the premises". Because the first named plaintiff considered this to be a threatening letter she decided to take action. The plaintiffs then issued High Court proceedings – dated 28 May 2024. The plenary summons seeks more than 30 declarations relying upon the plaintiffs' constitutionally protected property rights and the right to fair procedures; alleging - inter alia - that the actions of the various defendants were unlawful and that s.62(6) of the Registration of Title Act 1964 is unconstitutional. Declarations are also sought regarding the contractual right or capacity of the third named defendant to deal with the property - and of the fourth named defendant, as receiver, to deal with the property.

9. On 10 June 2024 a notice of motion was issued by the plaintiffs. In it they sought what is described as both an interlocutory injunction and a constitutional injunction.

10. This motion which issued on 10 June 2024 was to assume a life of its own. This is dealt with in greater detail below.

11. This current application is a further motion for interlocutory relief which issued on 14 April 2025 and was first returnable to Wednesday, 30 April 2025. The motion is brought by the first named plaintiff, Teresa Barrington. It reads; –

> "*1. For an Order granting an Interlocutory Injunction for relief against MRSC Limited, and all its' agents: -*
>
> > *a. To prevent any further loss or damage to the building and its contents including but not limited to, the tools of trade, stock of trade, showroom units including the dozens of display flooring*

panels; FOLLOWING the unlawful, forceful breaking and entering of the property within Folio No. G 55371 F, known as Unit J. Oldenway Commercial Park, Ballybrit, Galway at 5.30am on Wednesday 9 April 2025.

b. To prevent the property being sold or being offering for sale, or being onward transferred out of the name of MRSC Limited at Tailte Eireann land registry.

c. To return possession of the property within the Folio No. G 55371 F, known as Unit J. Oldenway Commercial Park, Ballybrit, Galway to the Plaintiffs, for the benefit of NOT impinging on the plaintiff's constitutional rights to earn a livelihood.

until the finality of the full court process in this interlocutory hearing and substantive Constitutional Plenary before the court.
This application is based on the Grounding affidavit of Teresa Barrington and all exhibits including the documented events of 9 April 2025 and the subsequent hospital visit and medical treatment costs, for both the plaintiffs. This was caused due to the non-peacable, forceful and unlawful, breaking, entering and damage to the above mentioned property, by third party agents, under instruction of the solicitor firm Power Law LLP, for the MRSC Limited, and was an unjust attack on the constitutional rights if the plaintiffs and causing them physical injury and has now denied the plaintiffs, their constitutional right to earn a livelihood and their constitutional right to protection against unjust attack. The plaintiffs are relying on, but not limited to, Article 40.3, Article 45.2 of the constitution as the canopy of law for this nation and the fundamental protection of all rights for Irish men and woman…"

12. On 11 April 2025 the first named plaintiff appearing in person made an *ex parte* application to the High Court for interim relief and Cregan J granted the following relief; –

"*Upon Motion of the First named Plaintiff Appearing in Person made ex parte to the Court this day seeking interim injunctive relief And on reading the Ex Parte Docket the proceedings had herein the Affidavit of Teresa Barrington filed in Court this the 11th day of April 2025 and the exhibits thereto and the Orders(2) of this Court made herein the 18th day of June 2024 and the 18th day of March 2025 And on hearing the First named Plaintiff in Person And the First named Plaintiff undertaking to abide by any Order which this Court may hereafter make as to damages in the event of this Court being of opinion that the Defendants or any of them shall have suffered any damage by reason of this Order which the first named Plaintiff ought to pay*

IT IS ORDERED that the sixth named Defendant its servants and agents be restrained from selling or offering for sale the property described in the Schedule hereto pending further order of this Court or the hearing of any appeals brought by the Plaintiffs against either the Order of this Court made herein the 18th day of June 2024 or the Order of this Court made herein the 18th day of March 2025

And IT IS ORDERED that the sixth named Defendant its servants or agents be restrained forthwith and until after Wednesday the 30th day of April 2025 or until further order of this Court from moving or damaging or selling any of the materials in the property described in the Schedule hereto

And IT IS ORDERED that the First named Plaintiff be at liberty to issue and serve Notice of Motion for interlocutory injunctive relief returnable in the Chancery List on Wednesday the 30th day of April 2025 [C5 M]

And IT IS ORDERED that the service of the said Notice of Motion (when issued) and the proceedings herein be effected by serving a copy thereof on the Solicitors for the sixth named Defendant Power Law LLP by email on or before close of business on Monday the 14th day of April 2025

And IT IS ORDERED that the First named Plaintiff be at liberty to notify the Defendants and the Solicitors for the sixth named Defendant forthwith of the making of this Order and of its terms

And reserving the costs of this application and Order
And liberty to the first named Plaintiff to file and serve a supplemental affidavit setting out the background and exhibiting any relevant documents."

13. The first named plaintiff has had the benefit of the *ex parte* injunction since 11 April 2025. It is of note that neither she nor the second named plaintiff have done anything worthwhile to advance the substantive cause of action in the intervening period of over twelve months. And it appears that consideration is now being given to delivering an amended Statement of Claim.

14. At the core of this application is the sale by Promontoria to the sixth-named defendant. The mortgage at issue contained a power of sale and Promontoria was the registered owner of the charge. It executed a Deed of Transfer on 22 December 2022 to the sixth-named defendant pursuant to which the sixth-named defendant was registered as owner of the property. The second named plaintiff was written to by Tailte Eireann on 28 January 2023 and notified of the Transfer and of the vacating of the Lis Pendens which the second-named plaintiff had registered on the folio.

15. In his affidavit sworn on 29 April 2025 Mr Paul Garavan (the seventh named defendant and a director of the sixth named defendant) makes a number of points, including the following ; –

(a) In the first instance, an application was made *ex parte* before Mr Justice Sanfey on 11 June 2024 and he was clearly concerned by the lack of facts and the grounding affidavit of Teresa Barrington sworn on 10 June 2024. Judge Sanfey directed that a further affidavit be submitted by the plaintiffs which would set out the "facts relevant to any application for an injunction and containing an undertaking as to damages".

(b) The supplemental affidavit of Teresa Barrington sworn on 14 June 2024 did not address the deficiencies of the grounding affidavit.

(c) The plaintiffs' first application for interlocutory relief then proceeded before Mr Justice Nolan on 18 June 2024 (the first application). Mr Justice Nolan offered the plaintiffs an opportunity to respond to the affidavits sworn on behalf of the sixth and seventh named defendants. However, the plaintiffs declined to do so. In circumstances where no sensible facts had been put before the court by the plaintiffs, and where no explanation was offered as to why the other defendants were the subject of the notice of motion, the first application was refused and an order for costs was made against the plaintiffs in favour of all of the defendants.

(d) Instead of appealing the order of Nolan J, the plaintiffs took the course of attempting to apply before the President of the High Court to have the order of Nolan J set aside and the matter reheard (the second application). The second application was ultimately listed and heard before Mr Justice Twomey on 12 February 2025. Mr Justice Twomey delivered a written judgment in respect of the second application on 11 March 2025.

(e) The sixth named defendant is the registered owner of the property. Mr Garavan is a director of the sixth named defendant, and he is the seventh named defendant. The registered owner of the property is stated on the copy of Folio 55371F County Galway which Mr Garavan has exhibited. It shows that MRCS Ltd was registered as full owner of the property with title absolute on 29 December 2022.

(f) The company took possession of the property on 9 April 2025.

(g) According to Mr Garavan when making the application for interim relief the first named plaintiff failed to disclose relevant correspondence to the court. This is disputed by the first named plaintiff.

16. Having failed in their set aside application before Twomey J the plaintiffs sought an extension of time from the Court of Appeal to appeal the decision of Nolan J. That application was heard and refused by the Court of

Appeal on 14 October 2025 (and the plaintiffs were legally represented in respect of that application before the Court of Appeal). The appellants also appealed the decision of Twomey J in respect of their set aside application. That appeal was recently heard and the Court of Appeal delivered judgment in the matter on 28 November 2025. That appeal also failed. The judgment of Butler J of 28 November 2025 (with which Whelan J and Faherty J agreed) sets out the factual situation and history of the litigation to that point.

17. Although this motion is now brought in her name only the first named plaintiff explains that this is due to the Central Office requirement that lay litigants issuing motions be present when issuing and her husband was not. However, she says they are a team, and the application is on behalf of them both.

18. There are several affidavits on both sides. The affidavits of the first named plaintiff are long, unwieldy and quite repetitive. They contain much in the way of submissions. Both sides have also delivered written submissions. The court has read and considered the affidavits and the submissions.

19. Much of the plaintiffs affidavits and submissions are taken up with airing their grievances concerning the actions of Ulster Bank and later Promontoria. The plaintiffs assert an unjust attack on their constitutional rights, breach of contract, illegality, a fraudulent sale and knowledge and culpability on the part of MRCS. There is liberal reference to fraud and criminality surrounding the sale and transfer to the sixth named defendant.

20. The fact that the Plaintiffs are passionate about what they perceive as the injustice of the situation does not mean that they are correct in their view.

21. It is necessary to distil, in so far as that is possible, the plaintiffs case against the defendants – and against the sixth and seventh-named defendants in particular.

22. The plaintiffs argue that there was no default by them, that there was no exercisable mortgage, that the receiver was not validly appointed and that therefore there was no valid sale.

23. Promontoria sought summary judgment in January 2018 but Binchy J did not grant summary judgment and referred the matter for plenary hearing. The plaintiffs make the point that the plenary hearing never materialised - and those proceedings were discontinued by Promontoria in November 2024 without any communication to them from Promontoria or its legal team.

24. The deed of appointment of the receiver is dated 9 May 2018.

25. The mortgage between the plaintiffs and Ulster Bank Ireland Ltd is dated 7 October 2005.

26. A letter of 6 September 2011 from Ulster Bank to the plaintiffs provided for a facility amount of €888,000. It was stated that the facility would be made available for the sole purpose of restructuring current Ulster Bank facilities by way of an interest only loan for one year including accrued interest - with a review thereafter.

27. The term provided was “12 months interest only commencing on 15 September of 2011. Upon expiry of interest only period, there will be full review of your accounts with an acceptable capital and interest repayment schedule put in place.”

28. The repayment provision in the letter of offer of 6 September 2011 was *“the borrower shall repay this borrowing with monthly repayments of €3,000 commencing 30 September 2011 to cover interest only for the first 12 months with a full review of your accounts on expiry of interest only period.”*

29. The facility offered by the letter of 6 September 2011 was not taken up by the plaintiffs and a formal demand for repayment was made by letter to them dated 4 November 2011. That letter indicated that the amount outstanding on account number 19462265 was €875,000.00 and the amount outstanding on account number 19462182 was €17,206.47.

30. It indicated that the balance was inclusive of interest accrued to the date of the letter and it indicated that interest would continue to be payable on the sum as per terms and conditions of the agreement.

31. The earlier letter of 2 April 2008 from Ulster Bank to the plaintiffs detailing the facility in respect of the sum of €875,000 stated that the purpose was - the facility has already been granted, and drawdown has taken place for the purposes of refinancing from Bank of Scotland and assisting renovating the premises.

32. The letter went on to provide; –

> *"Term: the next three years will be interest only with capital and interest repayments to begin after the three years interest only period has lapsed.*
> *Repayment: The borrower shall repay interest only on the facility over the next three years beginning 1 April 2008. Capital and interest repayments will be agreed to, and begin after the three years interest only period has expired. The bank reserves the right to adjust the amount or number of such instalments should the interest rate applicable to the facility vary."*

33. Acceptance of this facility in writing by the plaintiffs is dated 9 June 2008.

34. The plaintiffs say that Ulster Bank breached their own contract and terms and conditions and effectively cancelled the contract between the parties when on 4 November 2011 they issued a formal demand letter for recovery of funds although they had no legal grounds to do so.

35. According to the plaintiffs they sought to engage with Ulster Bank for two and half years after the letter of demand in 2011. They say that they wished to negotiate and that they endeavoured to do so directly, then through a financial adviser and then through their solicitor.

36. The plaintiffs say that the receiver was wrongly appointed in May 2018. They say that they did not receive any deed of appointment in respect of the receiver and found out about the receiver by a letter pushed under the door of the warehouse which was addressed to the occupier.

37. The plaintiffs say that the property was sold at a gross undervalue and they exhibit TB10 – dealing number D2022 LR20292IE – which they say was used for the fraudulent and unconstitutional transfer from Seán and Teresa Barrington to MRCS Limited on 29 December 2022 [and which document was supplied to them by Tailte Éireann]. The first named plaintiff says that this moves the intentions to the level of potential fraud as they were fully aware that they had no power of sale, they were fully aware that the plaintiffs did not give their consent to the sale, they were fully aware that they were utilising statutes for their enrichment regardless of the legality of such or not.

38. The first named plaintiff says that this then boils down to the various statutes used by the seller and buyer, facilitated by organs of the State, who in turn exercised zero oversight to ensure the constitutional protection for all citizens, and the ownership of their property, which is registered with the State on compulsory registers. The first named plaintiff says that this ended in an unjust attack on the plaintiffs' constitutional rights as set out in a number of articles of the Constitution. It resulted in an unjust attack on their ownership of the property and the unlawful registration of the sixth named defendant.

39. The first named plaintiff says that this all equates to multiple constitutional challenges which she is bringing to the High Court for determination and which involves huge public interest as the challenge will affect all mortgages prior to 1 December 2009 – or in the alternative all mortgages – as the challenge relates to the unequal treatment of mortgage holder citizens in the statutes of the country.

40. The first named plaintiff exhibits and relies on sworn declarations of fact which the court has read and considered.

41. In a later affidavit sworn in April 2025 the first named plaintiff avers; -

> *"This affidavit is also in support of my constitutional challenges of the Registration of Title Act 1964 s.62.6. , The Land and Conveyancing Law Reform Act 2013 (the 2013 Act) both being repugnant to the Constitution for the lack of protection of property rights among others in the 1964 Act section 62.6;*
>
> - *The non-equal way the Act of 2013 divides citizens of this nation into two separate categories, each to be treated differently under the law, based on whether they have a pre- or post 1 December 2009 mortgage;*
> - *Bunreacht na hÉireann provides various powers to the Oireachtas to create legislation including for the management of land owned by the State. But on the basis of 'expressio unius est exclusio alterius' the Oireachtas does not have the power to legislate for the management of land*

and estate of citizens. Therefore, the statute 62.6 and subsequent 62.9 and 62.10 are in contravention of Bunreacht na hÉireann.

- *Tailte Éireann, operating as a non-discerning, non-evaluating, government body, which acts with no regard or responsibility as to the accuracy of the entry they make on the register. This register, then becomes the law based on statute, this legally mandatory register is presumed to be absolute proof of ownership, in courtrooms, based on s.31 of the Registration of Title Act 1964, despite finding by Court of Appeal judgment of Barniville J in [2024] IECA 51 Fannon v Promontoria (Oyster DAC) and Ulster Bank Ireland DAC & Ors. 99 at paragraph 99; '… It is not evidence, still less conclusive evidence of the terms of any transfer or assignment under which the owner may have become entitled to the benefit of any charge registered on the folio. The provisions of s.31 of the Registration of Title Act 1964 do not cure this evidential deficit as that section does not provide that the entry on the register is conclusive evidence of the terms of the alleged assignment and of whether it is 'absolute or not'.*
- *This has led to a bottom feeder buyer, acquiring stolen property, unjustly attacking our constitutional rights to land, our constitutional right to peaceable enjoyment of our land and estate and our constitutional rights to earn a livelihood, while Tailte Éireann maintain they are not part of the problem, they are just a data recording body; all of which forms part of the substantive case of HP 2024 2749…"*

42. The first named plaintiff challenges Promontoria's ownership of the charge. She makes the point that the notice of assignment which they received on 6 January 2017 states that by mortgage sale deed dated 8 October 2016 Ulster Bank had assigned to Promontoria all its rights, title and interest in the plaintiffs' underlying loan agreement. However, the first named plaintiff says that Promontoria (Oyster) Limited was incorporated on 12 October 2016 and was subsequently re-registered as a designated activity company and certified on 14 November 2016. The first named plaintiff makes the point. *inter alia*, that it is impossible for any entity to execute a deed before it came into existence.

43. On the above point the court must observe that this is an assertion by the first named plaintiff in an application in which Promontoria is not involved as a party. It is an assertion made without affording to Promontoria an opportunity in this application to answer it.

44. Indeed, the first named plaintiff sets out above various arguments and submissions which will be adjudicated on at the hearing of the case after all parties have had an opportunity to present their evidence, arguments and submissions. Much of the case presented by the first named plaintiff on this application concerns the actions and alleged wrongdoing of other defendants and they have not had any opportunity to answer as they are not involved in this application.

45. The first named plaintiff describes the entry into the warehouse just after 5am on 9 April 2025 as *"a criminal and violent break and entry into our above-named property in the darkness of night"* and refers to the forced illegal vacant possession being reinforced by the welding shut of every external door. She refers to this enforcement of their business closure as an unconstitutional attack on their right to a livelihood and says that it is reputationally devastating to their business credibility.

46. The first named plaintiff describes how five burly men arrived at the warehouse just after 5 a.m. on 9 April 2025 and

> *"…non-peaceably broke the external steel roller shutter door, then smashed the glass on the external door to the building and hacksawed through a timber palette, screwed in place as added security for the door.*"

She says that the plaintiffs were alerted by their security camera and went to the building arriving at 5:30 a.m. A confrontation then occurred. The first named plaintiff describes how on arrival she ran straight to the building and got to the threshold of the broken glass door when she says she was grabbed violently by the two arms and pushed backward out of the building by one of the five burly men.

47. What is clear is that the entry had been gained by the time the plaintiffs arrived. The plaintiffs, or at least the first named plaintiff, attempted to gain entry on arrival and failed. Whether or not any force used against them in the confrontation was unreasonable force is not an issue this court need decide on this application. This is hotly contested by the agents of the owner who clearly had accessed the warehouse and gained possession by the time the plaintiffs arrived.

48. In dealing with the affidavit of Mr Ian McGarry of K-Tec Asset Services Ltd (the agents of the registered owner who attended at the premises and took possession) the first named plaintiff says ; –

> *"In Mr McGarry's paragraph 6, he says he requested I calm down and wait for the gardaí, but he omits to say, that his men would not stop work on changing the locks in order to wait for the gardaí. Mr McGarry at paragraph 7 says I continued to force my way in, and yet all I did was take any opening between the burly men to move toward the door, which as rightful owner of the building and as no final court order to prevent me from accessing my own building existed, I was entitled to do. I was not the interloper on the day, Mr McGarry was".*

49. In fact, the true position is that the converse was the case. MRCS Limited was the legal owner of the warehouse at the time of entry. It had been since the transfer was executed in December 2022 – and having been registered as full owner with absolute title on 29 December 2022.

50. The first named plaintiff avers ; –

> *"Following the wrongful issuance of the formal demand letter of 4 November 2011. By erroneously issuing this letter Ulster Bank breached their own terms and conditions of the committed loan facility and in doing so cancelled the contract between the*

parties. This breach of contract voided all liabilities and obligations and no monies were due and owing to Ulster Bank by Seán and I as a consequence thereof".

51. The plaintiffs say that; -

- The Bank breached the Contract by failing to adhere to their terms and conditions when they issued a letter of demand without any default.
- The Bank failed to adhere to the terms and conditions of the loan offer document itself, which required an agreement on the capital and interest payments, after the interest only period had expired.

The effect of the plaintiffs argument seems to be that the wording of the facility letter of 2 April 2008 is such that they have no legal obligation to make any repayments on the mortgage after the expiration of the 3 year interest only period. The wording relied on appears to be "The borrower shall repay interest only on the facility over the next 3 years beginning on 01 April 2008. Capital and interest repayments will be agreed to and begin after the 3 years interest only period has expired". In the absence of any agreement after the three year period the plaintiffs case appears to be that they do not have to repay the borrowings and they get to keep the warehouse.

52. The plaintiffs argument stretches credulity. After all the plaintiffs entered into a commercial loan arrangement with a bank and to suggest that the demand letter and the failure to agree on capital and interest repayments had the effect of wiping out their liabilities makes no sense at all.

53. Later, in referring to the summary judgment proceedings and legal advice obtained from the solicitors then acting for them, the first named plaintiff avers; -

"After that we were told 'we had no defence against summary judgment', that we 'had to borrow the money so we had to pay it back'. We knew this was not true, and we knew that the reality

> *was, it is all about contract law, and the bank had breached their own contract and T&Cs".*

54. Once again, this assertion is devoid of reason or logic.

55. As arguments the plaintiff's views of their liability in respect of their borrowings being wiped out by reason of the actions of Ulster Bank appear to be fanciful.

56. Later the first named plaintiff says that after the loans and mortgage were transferred to Promontoria they wrote to the directors of Promontoria and put them on notice that they were never in default and that the mortgage was not exercisable and the contract had been cancelled by the breach of their own terms and conditions by Ulster Bank Ireland Ltd (later, Ulster Bank Ireland DAC).

57. That correspondence sets out what is in essence a corollary of the earlier arguments. This corollary argument is likewise fanciful.

58. Another ground of challenge is the plaintiffs' argument that the contract between Ulster Bank and Promontoria was not a simple transaction for selling a bundle of mortgages and loans from one entity to another but involved a series of transactions which started before 19 December 2016. The plaintiffs make the point that Promontoria (Oyster) DAC was not a party to the initial contracts and only came on board subsequently by a deed of novation dated 25 November 2016 between Ulster Bank, Promontoria Holding 172 BV and Promontoria (Oyster) DAC. It is asserted by the plaintiffs that the notice of assignment did not document their mortgage deed as it was expunged by the novation on 25 November 2016 and was therefore not available for assignment on 19 December 2016. The first named plaintiff asserts, having referred to the nature and chronology of transactions, that she believes that no assignment according to the Judicature's Act of 1877 took place.

59. Again, the court will observe that this is an assertion by the first named plaintiff in an application in which Promontoria is not involved as a party. It is an assertion made without affording to Promontoria an opportunity in this application to answer it.

60. The first named plaintiff requests that the court visit the warehouse to inspect it and see for itself the position. In this regard, the court does not consider such a visit and inspection necessary to deal with this interlocutory application. Considerable evidence was presented concerning the interior and exterior of the premises - including photographs and video evidence.

61. The first named plaintiff refers to the big black elephant which the seventh named defendant is trying to hide namely -

> *"… That he bought stolen goods at 74% discount of market value and the only thing he can rely upon is a fraudulent Land Registry entry with no comeback against the illegal vendor who he knew to be illegal as per the pre-contract pack".*

62. It is unfortunate that the first named plaintiff makes and repeats allegations of fraud which are not supported by the evidence presented. It must also be said that the striking feature of the plaintiffs' position is that they contend in effect that they are now entitled to full ownership of the warehouse free of any charge or liability. This although they have apparently made no repayments since 2011. The total liability then was c. €892,000.00 and it has increased since then.

63. In his affidavit sworn on 9 July 2025 the seventh named defendant avers; –

> *"32. Mrs Barrington has averred that she did not default on the loan. I do not believe that the documentation exhibited supports this. From that documentation it is quite clear that the plaintiffs were facilitated by the bank with an extended interest only period and, absent agreement as to a further extension of the interest only period, they were required to make repayment of the principal sum. It appears to be the plaintiffs' case that they simply did not have to pay the money back at all, which I do not believe is a fair reading of the documents in question".*

The argument of the seventh named defendant in this regard is compelling.

64. At para. 36 of the same affidavit the seventh named defendant avers; –

> *"At paragraph 82 of the third Barrington affidavit, Mrs Barrington suggests that there was no term on the committed loan facility. I believe that she is mistaken in this and if she reads the heading 'term' it specifically states:*
>
> > *"the next three years will be interest only with capital and interest repayments to begin after the three years interest only period has lapsed".*

65. At para. 37 of the same affidavit the seventh named defendant avers; –

> *"37. I respectfully disagree with Mrs Barrington in relation to her meeting the tests for an interlocutory injunction:*
>
> *(a) Promontoria (Oyster) DAC were the registered owner of the charge which was registered as a burden on the folio. No sensible basis has been put forward by the plaintiffs to say otherwise. This charge gave Promontoria (Oyster) DAC the power of sale over the property;*
>
> *(b) The plaintiff has failed to provide full documents in relation to her summary proceedings, although she has made vigorous efforts to interpret the reasons for and the terms of the order of Binchy J;*
>
> *(c) As owner of the Oldenway property, the company was entitled to use K-tec to obtain possession and I say and believe that it was appropriate that steps would be taken to regain such possession, including removing the barriers by which the plaintiffs sought to withhold possession from the owner;*
>
> *(d) Mrs Barrington has focused on loss of income, but against a background where she has produced no invoices which*

would corroborate the operation of a business at the Oldenway property and would go beyond simply provision of quotations. It is unclear what, if any, business has been carried (out) at the Oldenway property because utterly inadequate information has been put forward in relation to it. The material supplied by the plaintiffs suggest that bills and deliveries were made to quite different locations. Despite requests, the plaintiffs have refused to arrange for the collection of the chattels from the Oldenway property.

(e) At the heart of the plaintiffs' application, is the wish to take possession of a property without making any payment. This appears to be characteristic of the plaintiffs, who do not recognise their obligations to make payment and have clearly not done so for years."

66. Having regard to the evidence and the weight which is to be attached to competing and in places one-sided narratives, the court finds that the plaintiffs have not presented a persuasive case to contradict (a), (c) and (e) above.

67. In so far as (b) above is concerned the court is satisfied that the plaintiffs could probably have provided full or at least more documents if they so wished. The fire at their home hardly prevents them from doing so as they should be able to get copies from their former solicitors if they tried and if their own copies were destroyed in the fire.

68. Much of the affidavit evidence is taken up with the user of the premises at the time of entry. The plaintiffs say the premises was in use for its business. The fact that most of the doors were blocked from the inside and the electricity was off is explained by them on the basis that this was done to help secure their premises from wrongful entry and in circumstances where the second-named plaintiff was going to be absent for a while due to health issues. The plaintiffs say that the taking of their premises prevents them earning a living and has damaged their business.

69. There is some evidence to support each side of the argument in so far as user is concerned and the argument is not one which can be resolved on affidavit. However, the court is satisfied that damages are an adequate remedy if the plaintiffs do succeed at hearing. Furthermore, the court will observe that the plaintiffs approach to this litigation and their failure to progress the case to hearing is at odds with their assertion that they need the property for their business and livelihood.

70. In so far as (d) is concerned the dispute in relation to use of the premises and any interference with the plaintiffs' business are issues which will require oral evidence.

71. Section 31 of the Registration of Title Act, 1964 provides that –

"*31.—(1) The register shall be conclusive evidence of the title of the owner to the land as appearing on the register and of any right, privilege, appurtenance or burden as appearing thereon; and such title shall not, in the absence of actual fraud, be in any way affected in consequence of such owner having notice of any deed, document, or matter relating to the land; but nothing in this Act shall interfere with the jurisdiction of any court of competent jurisdiction based on the ground of actual fraud or mistake, and the court may upon such ground make an order directing the register to be rectified in such manner and on such terms as it thinks just.*

(2) The validity of registration of ownership of unregistered land shall not be affected by reason that the person thereby shown to be registered as owner was then dead and any person who proves to the satisfaction of the Registrar that he is entitled to the land may be registered as owner thereof."

72. Insofar as the reliance by the sixth and seventh named defendants on the conclusiveness of the register is concerned the first named plaintiff avers, *inter alia*, that; –

> *"15. I say that the long and the short of it is, that Mr Garavan is trying to have the sole focus of 'we are on the register' which might be all right for the banks, might be all right for summary jurisdictions, BUT totally ignores the reality that this plenary case*

> *is all about the chain of title, is all about fraud, is all about actual fraud, is all about criminal activity, constitutional rights and human rights. The sole focus that Power Law LLP managed to file on Land Registry (albeit a fraud) is not and cannot be the default position of Mr Garavan "* .

73. The first-named plaintiff avers in paragraph 3 of her affidavit sworn on 20 March 2026 " …. therefore fraudulent documents (still hidden by 6th named defendant) used as basis for knowingly fraudulent filing in land registry with the specific intention to commit actual fraud to enforce a 74% discounted stealing of a business premises serving a 30 year old business".

74. In a later affidavit sworn on 30th April 2026 the first-named plaintiff avers "…. Indeed, may be the 6th named defendant is merely a front for a corrupted process whereby the property is stolen and the thieves divide the spoils. May be the façade of land registry was a temporary resting place for a 'bad title', until the land and building could be flicked on and then the proceeds divided out".

75. The above serious allegations of fraud find no support in the evidence presented to the court.

76. The evidence before the court shows conclusively that MRCS Ltd is the full owner of the property in dispute with title absolute. The affidavits of the first named plaintiff (Teresa Barrington) and the documentation exhibited by her comprehensively detail the grievance both she and her husband have concerning the manner in which they perceive they have been treated by financial institutions and those allied to them in so far as far as the property the subject matter of the proceedings is concerned. There is much by way of assertion and much by way of submission in the affidavits of the first named plaintiff. However, the court is unable to discern from the plaintiff's evidence any clear or persuasive basis upon which the registration of MRCS Ltd is open to challenge.

77. The company purchased the property. It was registered as owner of the property on foot of the transfer which it received from the registered owner of the charge. The court simply does not see any sound basis for injuncting the full owner of the property from having access to it and from having full use and occupation of it without interference from the plaintiffs - or anyone else for that matter.

78. On the evidence presented to the court, it is not persuaded that the plaintiffs have established a strong case which is likely to succeed against the sixth and seventh named defendants. MRCS Ltd is entitled to rely on its registration as full owner of the property with absolute title. There is no cogent or persuasive evidence before the court to substantiate an allegation of fraud or mistake or anything which would substantiate a challenge to the registration of the company as full owner with absolute title of the property.

79. This brings the court to the second argument of the plaintiffs concerning the way in which they say "their property" was forcibly broken into on 9 April 2025. On this the position is as follows ;

(a) MRCS was the full owner with absolute title of the property when it entered it in the early hours of the morning.

(b) MRCS people did use cutting and welding equipment when entering the MRCS property.

(c) There was nobody in the property at the time of entry. The Plaintiffs do say that some of their goods were there. That is correct and the sixth and seventh-named defendants say they were afforded an opportunity to collect them afterwards but did not.

(d) The property was entered and possession had been taken by the time the Barringtons arrived.

(e) There was a confrontation when the Barringtons arrived and when they challenged the right of the owner to gain entry to and take possession of the warehouse.

(f) There is much in the submissions on behalf of the sixth and seventh named defendants concerning the "re-entry" and the forcible entry legislation and authorities. The situation here is quite different from a Landlord and Tenant situation. It was not a Landlord and Tenant situation nor was it a situation where a Receiver was gaining entry.

80. The courts are obviously concerned to see to it that people do not take the law into their own hands and the forcible entry legislation and the authorities concerning Landlord and Tenant disputes reflect this.

81. However, an owner breaking glass and cutting through steel shutters or doors to gain access to its property and to take up possession of the property, when there are no people within, is entitled to exercise that degree of force when there is no Landlord and Tenant dimension.

82. In so far as the second limb of the argument is concerned [the alleged forcible entry] the court is satisfied that the plaintiffs have not made out a strong case which is likely to succeed against the sixth and seventh named defendants.

83. The first named plaintiff alleges that she suffered personal injuries as a result of the force used against her. There is photographic evidence of bruising to support her contention that she did suffer such injuries but whether she was the victim of an assault is another matter. This court is not here dealing with a claim for damages for assault and battery. There is nothing to prevent the first named plaintiff and the second named plaintiff pursuing such claims if they wish to.

84. The plaintiff's argument in relation to breach of constitutional rights relies essentially on the premise that the plaintiffs property was allegedly wrongfully taken from them and should be given back. The argument seems to ignore the rights of the sixth named defendant who is the legal owner of the property and has rights also. The constitutional challenge relies heavily, if not entirely, on the plaintiffs view of their contractual obligations - i.e. they are entitled to the property without repayment of the o/s capital and interest. This argument is not persuasive and is certainly not a strong case which is likely to succeed.

85. For completeness, the court will go further. Even if the first named plaintiff or the plaintiffs together had established a strong case against the sixth named defendant (or against the sixth and seventh named defendant), and they have not, the court is not satisfied that the balance of justice would justify the grant of the interlocutory relief sought. This is so for the following reasons : –

(a) The property in dispute is a commercial property. There is nothing concrete or compelling in the evidence before the court to persuade it that damages would not be an adequate remedy.

(b) At para.17 of her affidavit sworn on 30 April 2026 the first named plaintiff states that -

> *"the plaintiffs have offered the usual undertaking as to damages. Its adequacy is a matter for the court, not the subjective concerns of the sixth named defendant".*

It does seem clear on the evidence that both plaintiffs are in financial difficulty. This is the bottom line in relation to the first named plaintiff's averments in relation to their financial circumstances albeit she did advise the court that she hopes to come into trust money soon. The costs orders already made against the plaintiffs in these proceedings remain outstanding. There is strong support for the view that the plaintiffs undertakings as to damages might prove to be worth little if the sixth and seventh named defendants sought to rely on them.

(c)There is delay by the plaintiffs in advancing the case. Whatever the explanation, the day has passed when courts can ignore a delay by litigants in prosecuting their cases. The maxim "delay defeats equity" is not a hollow phrase. It features here in the balance of justice against the plaintiffs. The plaintiffs know of the transfer to the sixth-named defendant since January 2023. These proceedings were issued in May 2024 and the plaintiffs are now considering delivering an amended statement of claim. If the plaintiffs had invested their time and considerable energy in getting the case on it would likely have been determined by now.

86. While it does not arise as the plaintiffs have failed to show that they have a strong case which is likely to succeed, the balance of justice in this case weighs heavily against the grant of the interlocutory relief sought by the first named plaintiff.

87. The court will set aside the interim order granted and refuse the first named plaintiff's application for interlocutory relief. All of the reliefs claimed by the first named plaintiff in the motion dated the 14th day of April of 2025 are refused.

88. The matter will be listed before the court at 10:30am on the 10th. day of June 2026 and the court will deal then with the issue of costs and any other matters.