Enterprise Chambers Invites Applications For Tenancy In All Locations

FIND OUT MORE



Home > Our People > Neil Levy

Neil Levy

Back





E: neillevy@enterprisechambers.com

T: 0117 4507923

Clerk: Justin Emmett



Banking and Finance Commercial **Insolvency & Restructuring**







PROFILE

Neil specialises in banking litigation and advising on financial transactions. He has particular experience of domestic banking transactions, having worked as part of the Lloyds Bank in-house legal team from 1987 – 1992.

His field of expertise also covers professional negligence in financial transactions, insolvency and commercial disputes. Neil has regularly presented seminars and written articles on banking and commercial law topics.

He is a former contributor to Paget's Law of Banking and Wadsley & Penn on The Law Relating to Domestic Banking. Neil is the editor of a website of case summaries relevant to finance litigation at www.banknotesuk.com.

PRACTICE AREAS

Banking and Finance

Neil's work covers the whole range of banking and financial services including:

- Mortgages, charges and debentures
- Receivership and administration
- Guarantees and indemnities
- Cheques, bills of exchange, electronic and card payments
- Letters of credit and performance bonds
- Hire-purchase and asset finance
- Recovery of misdirected payments
- Breach of mandate
- Negligent investment advice and product mis-selling PFI, PPP and project finance

Commercial

Neil undertakes litigation and advisory work in a wide range of commercial litigation including:

- Contractual disputes
- Sale of goods
- Credit sales and asset finance
- Warranty claims

Insolvency & Restructuring

Neil's banking work often involves issues in the insolvency context. He has particular expertise in claims relating to the liabilities of LPA receivers, company administrators and other insolvency office-holders.

Professional Negligence and Disciplinary

Neil undertakes litigation and advisory work in professional liability claims, especially:

- Claims involving solicitor or valuer negligence in connection with mortgage lending and defective securities
- Claims relating to mis-selling of financial products and poor investment advice by product providers and intermediaries

SIGNIFICANT CASES

EWHC 2533 (Ch)

Whether a settlement agreement reached between a bank and a client compromising litigation between them had the effect of releasing insolvency office-holders and their solicitors from liability to the same client and the applicability of the rule in ex parte James

Schofield v Smith; Re Rhino Enterprise Properties Ltd [2020]

EWHC 2370 (Ch); [2021] BPIR 144

Whether contributories should be given permission to commence misfeasance proceedings against former administrators of the company notwithstanding releases of the administrators from liability contained in an approved CVA

Lees v Lloyds Bank plc [2020]

EWHC 2249 (Ch)

Whether claimant entitled to information from bank under civil procedure rules and by making data subject access requests under the Data Protection Act.

McDonagh v Bank of Scotland plc [2019]

4 WLR 12, [2018] EWHC 3262 (Ch)

Issues of interpretation, rectification, estoppel and duress in relation to an €11m property finance transaction.

Devon Commercial Property Ltd v Barnett [2019]

EWHC 700 (Ch)

The liabilities of receivers disposing of assets to a nominee of the mortgagee which

appointed them.

Davey v Money; Dunbar Assets plc v Davey [2018]

EWHC 766 (Ch)

Claims against administrators and the bank which appointed them for alleged breaches of statutory and fiduciary duties in their approach to the realisation of a development property in Docklands.

Wall v Royal Bank of Scotland plc [2017]

4 WLR 2; [2016] EWHC 2460 (Comm)

Whether the court had power to direct a claimant to disclose the existence/identity of any litigation funder, including whether CPR 25.14 was engaged for the purpose of enabling the defendant to apply for security for costs against the funder.

Security for costs; disclosure of identity of third party funder; CPR 25.14; European Convention on Human rights, art 8.

Tidal Energy Ltd v Bank of Scotland plc [2014]

EWCA Civ 1107; [2014] 2 All ER 15

Bank not liable to customer in respect of CHAPS payment where recipient sort code and account number (but not the account name) matched those given in the customer's payment instruction.

TFL Management Services Ltd v Lloyds Bank Plc [2014]

1 WLR 2006; [2013] EWCA Civ 1415

The judge below had been wrong to grant summary judgment dismissing the claimant's claim that the bank was liable in restitution to compensate a company for

legal costs which the company had incurred in seeking to recover monies from a third party which were ultimately held to be book debts charged to the bank.

TFL Management Services Ltd v Lloyds TSB Bank Plc [2013]

EWHC 772 (Ch)

A bank was not liable in restitution to compensate a company for legal costs which the company had incurred in seeking to recover monies from a third party which were ultimately held to be book debts charged to the bank.

Blemain Finance v Goulding [2014]

1 P&CR DG16; [2013] EWCA Civ 1630

Validity of mortgage; effect of s 284 Insolvency Act 1986 and ss 58 & 85 Land Registration Act 2002; permission to appeal refused.

Blemain Finance v Goulding [2014]

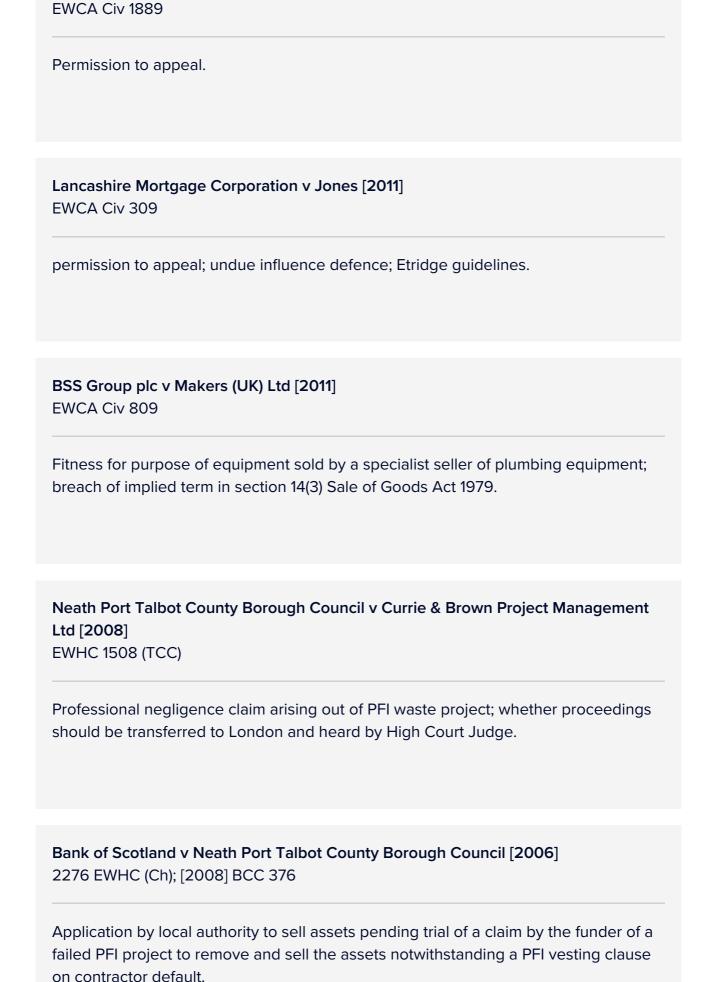
BPIR 20

Validity of mortgage; effect of s 284 Insolvency Act 1986 and ss 58 & 85 Land Registration Act 2002; second defendant's claim to an overriding interest binding on the claimant dismissed.

Evans v Finance U Ltd [2013]

BPIR 1001, [2013] EWCA Civ 869

Enforcement of CCA regulated liability and bill of sale following debtor's bankruptcy.



Evans v Finance U Ltd [2012]

National Westminster Bank v Waite [2006]

EWHC 1287 (QB)

Enforcement of guarantee, allegation of undue influence by bank.

Finance U Ltd v Gabriel [2006]

GCCR 5801

Whether credit agreement a multiple agreement within s 18 Consumer Credit Act 1974 and unenforceable as not properly documented.

Triodos Bank NV Dobbs [2006]

CPRep1

Whether appeal should be stayed pending proceedings in European Court of Human Rights; whether judges to recuse themselves on grounds of bias.

Triodos Bank NV v Dobbs [2005]

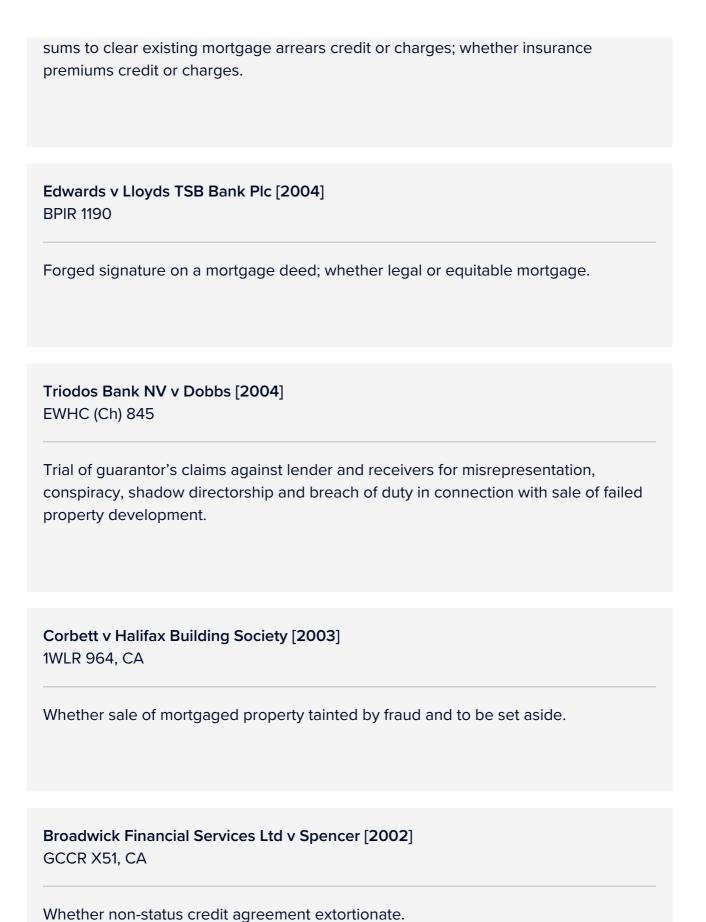
2 Lloyd's Rep 588

Whether liability within scope of guarantee; whether estoppel by convention prevented guarantor asserting guarantee covered only a specified loan.

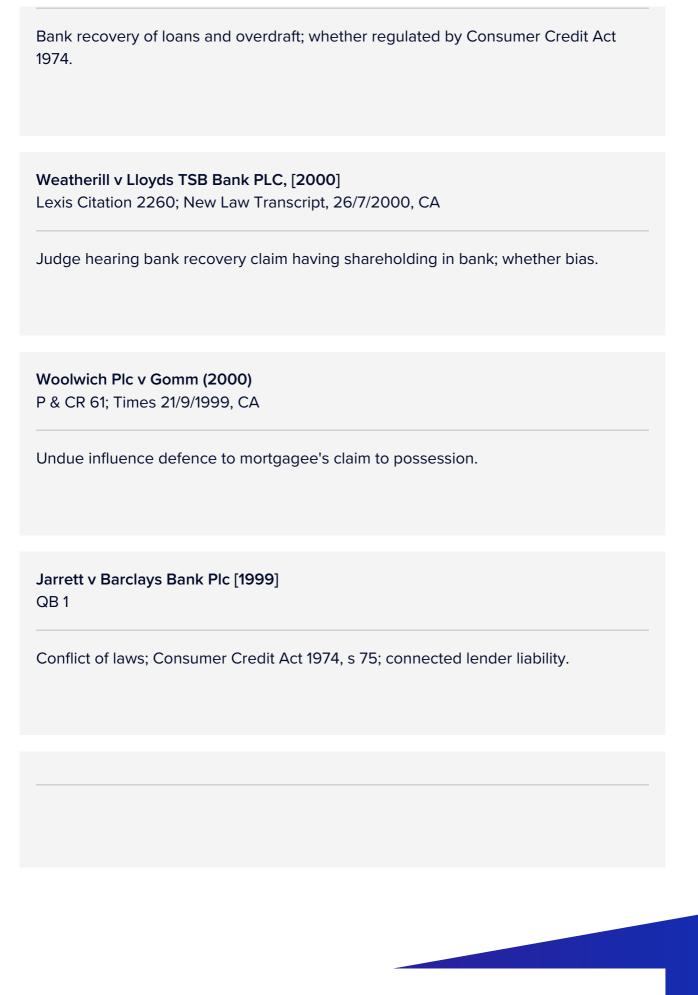
London North Securities Ltd v Meadows [2005]

GCCR 5381, CA

Whether Consumer Credit Act regulated credit agreement enforceable; whether



National Westminster Bank Plc v Story & Pallister [2000] GCCR 2381, CA



LLB (Exon)

Eastham Scholar, Lincoln's Inn

Employed barrister, Lloyds Bank plc (1987 – 1992)

Called to the Bar (Lincolns Inn) 1986

Member of the Chancery Bar Association

PUBLICATIONS

Contributor to Paget's Law of Banking (Ch 5), 1989 – 2007

Contributor to Wadsley & Penn, The Law Relating to Domestic Banking, 2000



LONDON

9 Old Square Lincoln's Inn London WC2A 3SR

T 020 7405 9471

E london@enterprisechambers.com

BRISTOL

4-5 College Green Bristol BS1 5TF T 0117 450 7920

E bristol@enterprisechambers.com

LEEDS

43 Park Square Leeds LS1 2NP

T 0113 246 0391

E leeds@enterprisechambers.com

NEWCASTLE

65 Quayside Newcastle upon Tyne NE1 3DE

T 0191 222 3344

E newcastle@enterprisechambers.com

Barristers regulated by the Bar Standards Board.

CONNECT WITH US







© Copyright 2022