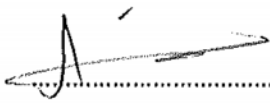


1. My name is Mr Adil Khurshid.
2. My date of birth is [REDACTED] [REDACTED].
3. My address is [REDACTED].
4. I am making this statement regarding a business dispute relating to an off-licence running at 187-193 Kings Road, Ashton-under-Lyne, OL6 8HD.
5. In 2017, I signed a 7 -year lease with Tahira Khan (landlady) for the above premises.
6. The off-licence business was being run since 2020 by Mr Mohammad Ashraf Mushtaq.
7. Mr Mushtaq was managing the business having used his own money to set up the business without any financial help from anyone else.
8. I was the premises licence holder at this time during which the business was running smoothly.
9. The business was being run under the company Ghauri Off-Licence Limited, of which Mr Mushtaq was and is the director.
10. Mr Mushtaq also owned the Premier franchise for the business.
11. All business transactions were being done through the account of Ghauri Off-Licence Limited.
12. In October 2020, I brought in Mr Tasadaq Ahmad to work at the shop. He showed interest in becoming a partner in the business and wanted to assess the running of the business by working there for a short while. The agreement was for him to work and get paid for it whilst he assessed the business at the same time.
13. He was interested in stock checks and maintaining them to see what kind of sales were taking place, so he mainly managed stocks.
14. Tasadaq was absolutely not a manager or owner of the business.
15. In February 2021, Mr Mohammad Ayoob started work at the shop.
16. Mr Ayoob ran the day-to-day business, but he wasn't managing it, the overall management was done by Mr Mushtaq.
17. Me and Mr Mushtaq were happy with Mr Ayoob's work and, with his consent, agreed to transfer the premises licence into his name in March 2021.
18. I was happy with the arrangement at this time. Mr Mushtaq was managing the shop, Mr Ayoob was responsible for the day-to-day matters, and Tasadaq continued to manage stocks and make the assessments.
19. After the transfer of the licence to Mr Ayoob, Tasadaq asked me questions about the off-licence.
20. At this time, I was the DPS (designated premises supervisor).
21. When Tasadaq asked me these questions, I thought he was asking me about the designated premises supervisor's role.
22. Me, Mr Mushtaq and Mr Ayoob had no intentions of changing the premises licence holder into anyone else's name.
23. I spoke with Mr Mushtaq and we both agreed that it would give the impression of further responsibility to Tasadaq to be the DPS to tie him into investing in the business in the future and also since he was at the premises daily anyway.
24. I referred Mr Tony Dales to Tasadaq for the transfer of the DPS. Tony is a Licensing Agent I have known and used for about 5 years.

25. At no point, when I referred Tony to Tasadaq, was my action or intention, in any way, that the premises licence should be transferred from Mr Ayoob to Tasadaq.
26. I didn't meet Tony in person after this referral.
27. In May 2021, I learnt and was surprised that the Council somehow approved an application for the transfer of the premises licence into Tasadaq's name.
28. I did not witness Mr Ayoob sign for a transfer of the premises licence into the name of Tasadaq.
29. My Ayoob tells me he didn't sign for this transfer to take place into Tasadaq's name.
30. There was no meeting in person between me, Tony, Mr Ayoob and Tasadaq.
31. It is clear that the signature of Mr Ayoob in the transfer application into Tasadaq's name has been forged.
32. At no point did I provide any paperwork to Tony for the transfer of the licence into Tasadaq's name. As I say, I didn't meet Tony in person after referring him to Tasadaq.
33. I also understand Tony has confirmed he did not see Mr Ayoob sign the consent form for the transfer into Tasadaq's name, neither did Mr Ayoob instruct Tony to transfer the licence.
34. To my shock I have also learnt that back in October 2020, without my or anyone else's knowledge, Tasadaq had set up a new company called 'Premier Hurst Cross Ltd' and opened a business bank account in the same name.
35. Tasadaq had begun discreetly using this new account for business transactions like purchasing stock and credit payments. Again, this was without my and Mr Mushtaq's knowledge. He also started paying the leasehold rent from this new account.
36. As I have explained I am the valid leaseholder for the premises. However, I have also come to learn, that on 31 July 2021, Tasadaq has somehow agreed a new lease of the same premises under his business name 'Premier Hurst Cross Ltd'.
37. It seems to me that Tasadaq was planning quietly to transfer everything onto his name behind everyone's back whilst my and Mr Mushtaq's attention was on other important matters.
38. I have taken legal advice and have been clearly informed to seek injunctive relief to stop Tasadaq from continuing to be involved in the business. I have also been informed that the new lease is null and void whilst the original lease remains valid. The original lease in my name doesn't expire until 2024. Both Tasadaq and the landlord have a lot of explaining to do.
39. I will be present at the hearing on 22 November 2021 to confirm the above.

Name: Mr Adil Khurshid

Signed: 

Date: 11/11/21