

Case Name: *Loxleigh Investments Ltd v Dartford Borough Council* [2019] EWHC 1274 (Ch) (24 May 2019)

Full case: [Click Here](#)

Commentary: This is not a planning court case but is of interest.

The case concerned meaning of the expression “any detailed planning permission which grants planning permission for the construction of Units” as this was the trigger for an overage payment under the contract.

An outline permission was in place before the land was sold by the Council to the developer and the Council argued that the approval of the reserved matters had triggered the liability to make the overage payment.

The Court accepted the Council’s argument that “detailed planning permission” is used in legal textbooks and decisions of the court to refer to approvals and permissions granted pursuant to an outline planning permission. In the absence of a definition of the term in the relevant legislation, this constituted the ordinary and natural meaning of the term. The use of the word “any” in the definition was apt to include more than one type of detailed planning permission: either the grant of full planning permission for another development or an approval or consent pursuant to the outline permission.

The Court rejected the claimant developer’s argument that only the outline permission granted permission for the construction of the Units. The Court held that the permission granted by the outline permission was conditional subject to approval of the reserved matters and did not therefore permit construction to begin until approval had been obtained (even though the Council could not lawfully have refused approval on other grounds which they could have taken into account on the outline application).

Case summary prepared by Town Legal LLP