



**CILEX Level 6 Single Subject Certificate/CILEX Level 6 Professional Higher
Diploma in Law and Practice/CILEX Level 6 Graduate Fast-Track Diploma**

Unit 15 – Civil Litigation

Case study materials

November 2026

Information for candidates

- You should familiarise yourself with these case study materials before the examination, taking time to consider the themes raised in the materials.
- You should consider the way in which your knowledge and understanding relate to these materials.
- In the examination, you will be presented with a set of questions which will relate to these materials.
- You may discuss these materials with your tutor(s).

Instructions and information to candidates during the examination

- You are allowed to take your own clean/unannotated copy of this document into the examination. Alternatively, you can access the electronic version of this document in the examination.
- You are **not** allowed access to any statute books in the examination.
- You must comply with the CILEX Exam Regulations – Online Exams at Accredited Centres/CILEX Exam Regulations – Online Exams with Remote Invigilation.

GUIDANCE FOR CANDIDATES STUDYING FOR THE LEVEL 6 UNIT 15 CIVIL LITIGATION EXAMINATIONS

Candidates studying for Level 6 Unit 15 Civil Litigation are advised that when revising for this unit, they should have knowledge and understanding of the Civil Procedure Rules and of the rules of professional conduct for lawyers issued by the regulatory bodies for CILEX and by the SRA. Candidates are advised that they should be fully familiar with the relevant current unit specification and may be tested on any aspect of it.

Where Civil Procedure Rules are given in the specification, candidates are expected to be broadly familiar with the content of those rules and associated Practice Directions, and their practical application, over and above familiarity with the relevant current specification, including the rules of professional conduct.

Listed below are the Statutes, Standards and Regulations, and Civil Procedure Rules that candidates may find particularly relevant to this examination.

Senior Courts Act 1981

County Courts Act 1984

Civil Procedure Rules and Practice Directions

Practice Direction – Pre-Action Conduct and Protocols

Part 1

Part 3 and PD3A

Part 7 and PD7C

Part 16

Part 19

Part 20

Part 22

Part 23

Part 24

Part 26

Part 28

Part 31

Part 32

Part 36

Part 41

Part 44

Part 71

Part 72

Part 73

Part 84

ADVANCE INSTRUCTIONS TO CANDIDATES

You are a trainee lawyer in the firm of Kempstons LLP ('Kempstons') of The Manor House, Bedford, MK42 7AB. You work in the civil litigation team and your supervising partner is Shirley Pereira. Your local County Court hearing centre is Bedford. Kempstons is prepared to offer Conditional Fee Agreements in appropriate circumstances. Kempstons is registered with MyHMCTS.

Among the cases being dealt with by the civil litigation team are the following:

Case One – Lodgegate Ltd ('Lodgegate')

This client manufactures and sells packaging material. Kempstons has been consulted by the sales director, Emma Jones, in relation to an outstanding account for a customer, Glade Dancewear Ltd ('Glade Dancewear'). In an interview on 30 September 2026 with Shirley Pereira, Emma Jones explained that the two companies have been doing business for a number of years and the total value of sales has been approximately £100,000 per year. The account is operated on Lodgegate's standard terms and conditions, which allow for 30 days credit. Until approximately nine months ago, the account was operating entirely satisfactorily and invoices were settled more or less in accordance with the permitted 30 days credit.

Emma Jones advises that the first sign of any issue was that in January 2026 an invoice for approximately £20,000 was paid over a month late. This related to packaging supplied for use during the busy Christmas trading season. Emma Jones spoke to her contact at Glade Dancewear, who apologised and said that this was due to the absence through sickness of the member of staff responsible for handling payments. An invoice due in March 2026 was paid on time but invoices due for payment in May and June 2026 have not been paid, despite a number of phone calls and emails to Glade Dancewear's accounts department. As a result, Emma Jones advised her contact at Glade Dancewear that no further orders would be accepted until the outstanding amounts have been settled.

So far as Emma Jones is aware, Glade Dancewear is still trading. She has also heard from contacts in the industry that Glade Dancewear is now sourcing packaging from several other companies. Recent attempts to reach out to Glade Dancewear have been largely unsuccessful. Emails and phone calls have not been answered, with one exception. On that occasion, a director of Glade Dancewear indicated that there were unspecified 'problems' with the packaging supplied, which justified withholding outstanding payments.

Emma Jones confirms that there has never been any other suggestion that there is any complaint about the quality of the packaging supply or in any other respect. Emma Jones has been authorised by the board of directors of Lodgegate to pursue a claim for the outstanding sums. The invoice issued on 17 April 2026, and due for payment on 29 May 2026, is in the total sum of £17,841. The invoice issued on 26 May 2026, and due for payment on 30 June 2026, is in the total sum of £14,750. Emma Jones has provided Shirley Pereira with copies of each.

Shirley Pereira has asked you to review this case and to be prepared to assist her.

Case Two – Samit Kishan

This client, aged 21 (date of birth 3 January 2005), has recently taken advantage of a scheme offered by Kempstons that provides for 30 minutes of free advice. Samit Kishan had this free advice session with Shirley Pereira on 1 October 2026. Shirley Pereira has provided you with these notes of the interview.

Samit Kishan was seeking advice in relation to an accident he sustained while working as a labourer for an engineering company, Goldington Industrial Services Ltd, which was owned and managed by his uncle, Roshan Kishan.

The accident occurred on 14 December 2023. Samit Kishan was drilling a number of holes into a heavy metal plate when the plate slipped and struck him a glancing blow on the left knee. The plate should have been secured in position with clamps but there were none available as another member of staff had taken all that were available to carry out some work at a client's premises. As it was nearly the end of the working day, Samit Kishan's uncle gave him a lift home. When he examined the knee there was extensive grazing and clear signs of bruising developing. The knee was also swollen and stiff. Samit Kishan could not return to work until after the Christmas and new year holidays but he was paid in full for this period, including holiday pay.

Two colleagues were working in the same workshop at the time when the accident occurred. One of them, Max Pepper, informed Samit Kishan at the time that the foreman, Roger Cooper, had come into the workshop briefly while Samit Kishan was working on the plate and appeared to see that the plate was not being secured by clamps but rather than intervening he just shook his head and walked away. Max Pepper added that this was typical of the general attitude to safety and that the way operations were carried out was an accident waiting to happen. The accident would not have occurred if Roger Cooper had taken health and safety seriously on this occasion. Max Pepper added that he would be happy to help Samit Kishan in any way he could.

Samit Kishan visited a local walk-in medical centre; he was advised that the knee had been wrenched and that he should rest until the swelling and tenderness had disappeared. While he was able to return to work after the new year, the knee was still considerably stiff and there was considerable discomfort when he was putting weight on it, particularly in cold weather.

Roshan Kishan was supportive, allowing Samit Kishan to work on lighter tasks, which did not put so much strain on his knee, but in early 2025, Roshan Kishan sold a 50% interest in Goldington Industrial Services Ltd and the new investor took over day-to-day management of the company. He was less sympathetic and repeatedly told Samit Kishan that he was being paid to do a full day's work and could not get away with skiving on light jobs when there was more important, but heavier, work to be done. In August 2025, Samit Kishan gave in his notice because he had decided that he was going to enrol on a business studies degree at a local university.

Prior to this accident, Samit Kishan had been a member of the Academy at a local Football League club. He had been told that there was a realistic prospect of him playing football professionally, potentially at Football League level but also possibly in the Conference League. Samit Kishan was unable to continue because of the injury and he is no longer able to play football, even on an amateur or social basis.

In July 2026, Samit Kishan's GP referred him to the orthopaedic department of the local hospital, as his knee continued to be painful and swollen. It was also unstable, leading to Samit Kishan slipping and falling on several occasions, fortunately without significant consequences.

Following appropriate scans and investigations, the diagnosis was that the original injury had involved not merely a wrenching of the knee but also an undisplaced fracture of the patella and a grade 3 tear to the anterior cruciate ligament. The prognosis is not altogether clear. There is likely to be ongoing pain and instability. In the worst-case scenario, a knee replacement may have to be considered within the next 10 years, which is 30 or 40 years earlier than would normally be considered appropriate.

Samit Kishan is continuing to study for his degree and is in receipt of the usual student loan covering fees and maintenance. He is also working part time as a cashier at a local supermarket. He has no significant savings and does not have any insurance policies that might apply, nor is he a member of any trade union or other organisation that might cover legal fees.

Shirley Pereira has asked you to review this case, with particular reference to establishing the likely quantum of any claim and any steps that need to be taken as a matter of priority.

End of the case study materials

© 2026 The Chartered Institute of Legal Executives