

Neutral Citation No: [2026] NIKB 53	Ref: ROO13116
<i>Judgment: approved by the court for handing down (subject to editorial corrections)*</i>	ICOS No: 14/62983
	Delivered: 15/09/2026

IN THE HIGH COURT OF JUSTICE IN NORTHERN IRELAND

KING'S BENCH DIVISION

Between:

**JOHN McGOWAN and SUSAN MARIE COLLINS AS PERSONAL
REPRESENTATIVES OF THE ESTATE OF DANIEL McGOWAN (DECEASED)
(No.2)**

Plaintiffs

and

MINISTRY OF DEFENCE

Defendant

Ms K Quinlivan KC with B Lundy (instructed by Madden & Finucane) for the Plaintiffs
Mr D Ringland KC (instructed by the Crown Solicitor's Office) for the Defendant

ROONEY J

Introduction

[1] On 30 April 2026, I delivered judgment in this action (see [2026] NIKB 52). Para [69] of the judgment states as follows:

“[69] In summary, the compensatory payment in this case for general damages, personal injuries, including psychiatric injury and injury to feelings and aggravated damages will be in the sum of £175,000. This sum shall attract interest from the date of service of the writ at the usual rate. The special damages award for pecuniary loss will be £100,000. The total award will be £275,000 plus interest.”

[2] As detailed in my judgment, the plaintiff's claim was for general damages for personal injuries, aggravated damages and pecuniary loss. At the commencement of

the hearing, the court was informed that the said heads of claim remained in issue between the parties.

[3] Details of the pecuniary loss claim were considered in paras [54]-[63] of the judgment. Prior to hearing the evidence from the forensic accountants, after encouragement from the court, the parties eventually agreed a financial loss settlement at £100,000.

[4] Correctly in my view, since a settlement had been reached on the financial loss claim, no application was made for an award of interest on this figure. It was assumed that any award of interest would have been considered and agreed by the parties in the settlement agreement.

[5] Following delivery of the judgment which included the amounts of damages to be awarded to the plaintiffs, Mr Ringland KC on behalf of the defendant, made an application that, due to the plaintiffs' alleged delay in prosecuting the claim, in the exercise of its discretion, the court should not make an award of interest from the date of service of the writ of summons to the date of judgment.

[6] This plaintiffs' claim is the last in a cohort of cases arising out of the deaths and injuries which occurred on Bloody Sunday, 30 January 1972 (hereinafter referred to as the 'Bloody Sunday cases'). Many of the 'Bloody Sunday' cases were contested by the defendant and resulted in both reported and unreported decisions from McAlinden J. Other cases were settled either prior to hearing or on the morning of the hearing.

[7] Pursuant to an enquiry from this court in respect of the approach taken by the defendant in these cases, it appears that, until the outcome in this case, no previous application had been made by the defendant to the court that an award for interest should be refused due to an unjustifiable delay in prosecuting the claim or for any other reason.

[8] Mr Ringland KC did not provide any prior indication to the Plaintiffs' legal team or to the court that he intended to make this application. This case essentially involved quantification of damages. Liability was not in issue. Accordingly, whenever a court is likely to make an award which will attract interest and the defendant intends to make an application that interest should be refused, the plaintiff and indeed the court should be given advanced notice of the application. The reason is simple. Further delay will be avoided, and the court will be in a position to deal with the application on the date set aside for delivery of the judgment.

[9] It was clear to me that Ms Quinlivan KC was caught by surprise regarding the nature and substance of this belated application. Accordingly, I directed that the defendant should provide a focused submission in support of its application that no

interest on the general damages should be paid, and that plaintiffs, if they so wished, should have the opportunity to submit a response to the defendant's submission.

[10] I am grateful to Mr Ringland and Ms Quinlivan for their succinct submissions. I am particularly grateful to the plaintiffs' solicitor's comprehensive chronology regarding the prosecution of the claim. The chronology will be considered in more detail below.

The defendant's submissions

[11] The defendant reminds the court that, following the decision of the Court of Appeal in England & Wales in *Jefford v Gee* [1970] 2 QB 130, where a court makes an award of general damages, interest should be awarded on that sum at 2% per year from the date of service of the writ of summons until the date of judgment.

[12] The defendant submits that this guideline was endorsed by the Court of Appeal in England & Wales in *Birkett v Hayes* [1982] 1 WLR 6, subject to the caveat that it would be for the court in its discretion to decide what part of an award for damages should carry interest, the rate of that interest and the period for which it should be given. Watkins LJ stated as follows:

"Usually, this period will run from the date of the writ to the date of trial, but the court may in its discretion abridge this period when it thinks it just so to do. Far too often there is unjustifiable delay in bringing an action to trial. It is, in my view, wrong that interest should run during a time which can properly be called unjustifiable delay after the date of the writ. During that time the plaintiff will have been kept out of the sum awarded to him by his own fault. The fact that the defendants have had the use of the sum during that time is no good reason for excusing that fault and allowing interest to run during that time."

[13] Lord Denning MR also stated as follows:

"I would like to add one word after hearing Watkins LJ's judgment. It means that there can be an addition to the guideline. The interest, even at 2%, should not necessarily be awarded for the whole period from the date of the service of the writ. The period may be reduced considerably; and only awarded for a lesser time according to the circumstances of the case."

[14] In this case, the writ of summons was issued on 16 June 2014. The defendant submits that, since the deceased died prior to the issue of the writ of summons, desk

top medical reports could have been obtained within a reasonably short time following issue of the writ. The plaintiffs' medical evidence was completed on 10 October 2019. The defendant further submits that, even if it is accepted that the said medical reports were commissioned within a reasonable period of time, there was nothing to have prevented the case being listed for trial by the end of 2019 or early 2020. The defendant makes this argument despite the fact the medical evidence obtained on behalf of the defendant was not completed until 17 August 2020.

[15] In support of his submission, Mr Ringland further states that the last of the 'Bloody Sunday' cohort of cases that was contested was *Deery v MOD* [2021] NIQB 131, in which judgment was delivered in April 2021. The defendant's written submissions continue at paras 8 and 9:

"8. It follows from the above that judgment in the present case was given approximately 5 years after the next most delayed case. Whilst, over the years, dates had to be found to convenience the court, counsel and witnesses, there were no more problems of that sort in this case that in any of the others.

9. Whilst a strong argument can be made this action should have been dealt with long before April 2021, it is respectfully submitted that, on a reasonable application of the principle contained in *Birkett v Hayes*, interest should be awarded between the date of issue of the writ of summons and April 2021 only. It is further submitted that an award of interest for that period would represent a generous approach to the plaintiff's claim."

The plaintiffs' submissions

[16] Ms Quinlivan KC, on behalf of the plaintiffs in a written submission, accepts the guideline that where a court makes an award of general damages, interest should be awarded from the date of service of the writ of summons to the date of the judgment and that the applicable rate is 2%. The plaintiffs also accept that the award of interest remains at the discretion of the court.

[17] Ms Quinlivan refutes the defendant's application that the court should, in the exercise of its discretion, only award interest from the date of the writ of summons to either January 2020, or in the alternative, April 2021.

[18] Ms Quinlivan's challenge to this application can be summarised as follows. Firstly, in the previous 'Bloody Sunday' cases that were contested before McAlinden J, no argument was advanced by the defendant that interest should not be allowed or reduced on the basis of alleged unjustifiable delay or for any other reason.

[19] Secondly, Mr Ringland is incorrect in his assertion that *Deery* was the last case in which judgment was delivered by McAlinden J. In *Donaghy v MoD* [2022] judgment was delivered on 9 December 2022, the case having opened on 14 September 2020. Furthermore, in *O'Donnell v MoD* [2023], judgment was delivered on 29 September 2023, the case having opened on 11 March 2020. Ms Quinlivan states that since Mr Ringland was directly involved in these cases, he should have been aware when judgment was delivered in each case and, accordingly, he is wrong to rely on *Deery* as the last judgment.

[20] Thirdly, the plaintiff submits that, similar to many of the 'Bloody Sunday' cases, this case experienced some delay due to the availability of counsel, various expert witnesses and hearing dates. The Covid-19 pandemic also added to the delay. However, it is emphasised that all the cases were reviewed periodically by the court to ensure that matters were progressing efficiently in all the circumstances.

[21] As referred to above, the plaintiffs have submitted to the court and the defendant a comprehensive chronology which sets out the various listings before the court since the case was set down for hearing on 24 October 2018.

[22] I have read the chronology which sets out in considerable detail the relevant timeline, to include the reviews held by the court, a synopsis of the exchange of correspondence between the plaintiffs' solicitors, the defendant's solicitors and the court and the litany of failed attempts to list the case for hearing due to the unavailability, for the most part, of defence medical witnesses. The said chronology also reveals that in September 2023, the defendant's solicitor who oversaw the case was on sick leave. Several attempts made by the plaintiffs' solicitor to arrange dates for hearing with the defendant's solicitor met with no response. It was not until 21 November 2024 that the CSO confirmed that another solicitor had taken over carriage of the case. The case was eventually listed on 3/4 April 2025, subject to the availability of witnesses. This date was revised to 8 April 2025. This listing was vacated due to the unavailability of senior counsel. Further attempts to relist the case were frustrated due to the unavailability of expert witnesses. The case was eventually listed for hearing on 21-23 October 2025.

[23] The plaintiffs' written submission dated 21 May 2026, and the said detailed chronology were forwarded to the defendant's solicitors. The email response provides that Mr Ringland now accepts that he mistakenly referenced *Deery v MoD* as the last judgment in the 'Bloody Sunday' series of cases. Furthermore, contrary to his previous submission that interest should only be paid up until April 2021 (ie the decision in *Deery*), Mr Ringland now submits that no interest should be awarded, since the pleadings closed on 3 November 2016 and "no attempt has been made to explain or justify the enormous delay between that date and the arranged hearing date." Without making any reference or rebuttal to the detailed chronology, a blank assertion is made that the period between the close of pleadings and the hearing date is in the region of nine years which is described as "an extraordinarily long time."

[24] Mr Ringland also argues that it is inappropriate to include the agreed figure of £25,000 for aggravated damages in the interest calculation. Mr Ringland submits that, in his experience, where a figure for general damages is agreed before judicial determination, an award of interest is not required.

[25] In response to the said email from the defendant's solicitors dated 21 May 2026, Ms Quinlivan forwarded a supplementary note on the same date. Ms Quinlivan makes several relevant observations. Firstly, the dates relevant to the alleged delay as previously submitted (ie April 2021 onwards) have now changed. No explanation is given. No justification is provided for this change of position. Secondly, the defendant has failed to address or rebut the contents of the detailed chronology and, in particular, the ascertainable delay on the part of the defendant in the prosecution of this claim. Thirdly, the defendant has continued to make general assertions about unjustifiable delay, without setting out any factual underpinning for the said assertions.

Decision

[26] The parties accept the general guideline that, where a court makes an award of general damages, interest should be awarded at 2% interest per year, from the date of the service of the writ of the summons until the date of the judgment. The parties also accept that it is for the court to decide, in the exercise of its discretion what part of an award of damages shall carry interest, the rate of that interest and the period for which interest should be given.

[27] The defendant's initial claim was that, due to an unjustifiable delay in bringing the action to trial, this court should not allow interest on the general damages from a defined date. In written submissions to this court, the defined date was claimed to be April 2021. The reason given was that in April 2021, the last of the 'Bloody Sunday' cases was heard and that the five-years' delay since that date was unjustifiable. In support of this assertion, the defendant simply states that "whilst, over the years, dates had to be found to convenience the court, counsel and witnesses, there were no more problems of that sort in this case than in any of the others."

[28] In response to the defendant's submission, the plaintiffs highlighted the inaccuracy of the defendant's submission that the case of *Deery* was the last of the 'Bloody Sunday' cases to be contested. At least three other cases had been contested in other "Bloody Sunday" cases before McAlinden J after his decision in *Deery*, to include *O'Donnell v MoD* and *Donaghy v MoD*. No satisfactory explanation has been provided by the defendant regarding this inaccurate submission, which plainly formed the basis of the defendant's application to restrict the award of interest.

[29] In a further email from the defendant's solicitors, without providing any explanation, the defined date after which interest should not be paid, appears to

have changed from April 2021 to the earlier date of November 2016, namely the date when the pleadings closed.

[30] The defendant's application is to reduce the period over which interest should be paid due to alleged unjustifiable delay. The burden of proving unjustifiable delay remains with the defendant.

[31] I have carefully considered the written submissions of both parties. In particular, I have taken into consideration the comprehensive chronology in relation to these proceedings as provided by the plaintiffs' solicitors.

[32] Apart from making a general and unsubstantiated submission of delay, the defendant has failed to convince me that the responsibility for the delay in prosecuting this claim lies with the plaintiffs and their solicitors. Scrutiny of the chronology reveals that the plaintiffs' solicitors had made numerous attempts to have the case listed but were frustrated on many occasions by the non-availability of the defendant's witnesses. Other reasons for the delay, which I have highlighted above, were clearly not the fault of the plaintiffs or their solicitors.

[33] Despite receiving the said comprehensive chronology, the defendant has failed to acknowledge, engage, rebut or provide any response to the content of the chronology. Accordingly, the court must infer that the defendant did not take any issue with the chronology, which as I have stated above, tends to reflect more dilatory conduct on the part of the defendant and the non-availability of their witnesses than delay on the part of the plaintiffs. Covid also played a significant role in the listing of the claim.

[34] At the outset of this hearing, I was advised by the defendant's counsel that, inter alia, the award of aggravated damages remained an issue. This assertion was made even though, in previous similar 'Bloody Sunday' cases, McAlinden J had made an award of £25,000. The fact that, at a late stage in the proceedings, the defendants agreed to pay £25,000 for aggravated damages, does not exclude an award of interest in respect of the said sum for the period in question.

Conclusion

[35] In conclusion, for the reasons given above, the defendant has failed in its application to the court, in the exercise of its discretion, to refuse or reduce the interest on the award of general damages and aggravated damages. Accordingly, interest at 2% will be paid from the date of the writ of summons to the date of the judgment.

[36] I will also award the plaintiffs' costs in respect of this application.