



**IN THE COMPETITION**  
**APPEAL TRIBUNAL**

Case No: 1578/5/7/23 (T)

BETWEEN:

**(1) – (15) ASDA STORES LIMITED AND OTHERS**

Claimants

- v -

**(1) – (29) AB VOLVO (PUBL) AND OTHERS**

Defendants

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**CONSENT ORDER**

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**UPON** the following definitions applying for the purpose of this Order:

- **Asda Proceedings** means the proceedings with case number 1578/5/7/23;
- **Iveco 20.6 Additional Claim** means the additional claim in the Asda Proceedings brought by the Eleventh to Fifteenth Defendants against the First to Tenth and Sixteenth to Twenty-Ninth Defendants on 9 December 2022;
- **DAF 20.6 Additional Claim** means the additional claim in the Asda Proceedings brought by the Sixteenth to Twentieth Defendants against the First to Fifteenth and Twenty-First to Twenty-Ninth Defendants on 9 December 2022;
- **Volvo/Renault Defendants** means the First to Seventh Defendants in the Asda Proceedings;
- **Daimler Defendants** means the Eighth to Tenth Defendants in the Asda Proceedings;
- **Iveco Defendants** means the Eleventh to Fifteenth Defendants in the Asda Proceedings;
- **DAF Defendants** means the Sixteenth to Twentieth Defendants in the Asda Proceedings;

- **MAN Defendants** means the Twenty First to Twenty Fourth Defendants in the Asda Proceedings;
- **Scania Defendants** means the Twenty Fifth to Twenty Ninth Defendants in the Asda Proceedings; and
- **Asda Claimants** means the Claimants in the Asda Proceedings (also the Settling Claimants)

**AND UPON** the Asda Claimants' claim against the Daimler Defendants in the Asda Proceedings having been dismissed by an Order of the Tribunal made on 2 May 2025;

**AND UPON** the Asda Claimants and each of the Volvo/Renault Defendants, the Iveco Defendants, the DAF Defendants, the MAN Defendants and the Scania Defendants (together the **Settling Defendants**) having reached confidential terms of settlement and no longer being in dispute with each other regarding the subject matter of the Asda Proceedings;

**AND UPON** the Asda Claimants and the Settling Defendants having agreed to the terms of this Order:

**AND UPON** the parties to this Order recognising the guidance of the Tribunal in the Tribunal's Ruling on Umbrella Proceedings Cost Sharing Orders, [2024] CAT 12:

- (1) The effect of the settlement is that the Settling Claimants cease to have a claim against the Settling Defendants and therefore the Settling Claimants cease to be parties to the Second Wave Trucks Proceedings. To the extent that the Tribunal has any costs jurisdiction over the Settling Claimants and/or the Settling Defendants (as to which this order says nothing), a costs order against one of them in favour of the other may not be a just exercise of the Tribunal's costs discretion.
- (2) Whilst the Settling Defendants (if still parties to the Second Wave Trucks Proceedings) would be entitled, as appropriate, to seek costs orders against those claimants in the Second Wave Trucks Proceedings who have not settled (**Non-Settling Claimants**), the Tribunal will be reluctant to order such Non-Settling Claimants to pay costs that are attributable to the Settling Claimants.
- (3) The Tribunal may, accordingly, reduce the costs recoverable by the Settling Defendants (if still a party to the Second Wave Trucks Proceedings) against Non-Settling Claimants by an amount referable to the costs incurred prior to the date of the settlement that would (but for the settlement) have been paid by the Settling Claimants.
- (4) Whilst the Settling Claimants (if still a party to the Second Wave Trucks Proceedings) would be entitled, as appropriate, to seek costs orders against those defendants in the Second Wave Trucks Proceedings who have not settled (**Non-Settling Defendants**), the Tribunal will be reluctant to order such Non-Settling Defendants to pay costs that are attributable to the Settling Defendants.
- (5) The Tribunal may, accordingly, reduce the costs recoverable by the Settling Claimants (if still a party to the Second Wave Trucks Proceedings) against Non-Settling Defendants by an amount referable to the costs incurred prior to the date of the

settlement that would (but for the settlement) have been paid by the Settling Defendants.

**BY CONSENT IT IS ORDERED THAT:**

1. The Asda Proceedings shall be dismissed.
2. The Iveco 20.6 Additional Claim against the Volvo/Renault Defendants, Daimler Defendants, DAF Defendants, MAN Defendants and Scania Defendants shall be dismissed.
3. The DAF 20.6 Additional Claim against the Volvo/Renault Defendants, Daimler Defendants, Iveco Defendants, MAN Defendants and Scania Defendants shall be dismissed.
4. There shall be no order as to costs.
5. This order shall be served by the Asda Claimants on the Settling Defendants, and by the Iveco Defendants and DAF Defendants on the Daimler Defendants.

**The Honourable Mr Justice Huddleston**  
Chair of the Competition Appeal Tribunal

Made: 1 December 2025  
Drawn: 1 December 2025