Neutral citation [2026] CAT 82

IN THE COMPETITION APPEAL TRIBUNAL

Case No: 1289/7/7/18

Salisbury Square House
8 Salisbury Square
London EC4Y 8AP

13 October 2026

Before:

SIR PETER ROTH
(Chair)
THE HONOURABLE MR JUSTICE RAJAH
PAULA RIEDEL

Sitting as a Tribunal in England and Wales

BETWEEN:

ROAD HAULAGE ASSOCIATION LIMITED

Class Representative

RHA USED TRUCKS LIMITED

Sub-Class Representative

- v -

(1) TRATON SE
(2) MAN TRUCK & BUS AG
(3) MAN TRUCK & BUS DEUTSCHLAND GMBH
(4) FIAT CHRYSLER AUTOMOBILES N.V.
(5) CNH INDUSTRIAL N.V.
(6) IVECO S.P.A.
(7) IVECO MAGIRUS AG
(8) PACCAR INC
(9) DAF TRUCK N.V.
(10) DAF TRUCKS DEUTSCHLAND GMBH

Defendants

- and –

(1) DAIMLER AG
(2) VOLVO LASTVAGNAR AKTIEBOLAG

Objectors

RULING (PLEADING AMENDMENT)

APPEARANCES

David Went and David Illingworth (instructed by Backhouse Jones/Addleshaw Goddard LLP) appeared on behalf of Road Haulage Association Limited.

David Scannell KC and Laurence Page (instructed by Tyr) appeared on behalf of RHA Used Trucks Limited.

Daniel Jowell KC and Alfred Artley (instructed by Slaughter and May) appeared on behalf of the MAN Defendants.

Tony Singla KC and James White (instructed by Herbert Smith Freehills Kramer LLP) appeared on behalf of the Iveco Defendants.

Rob Williams KC (instructed by Travers Smith LLP and Pinsent Masons LLP) appeared on behalf of the DAF Defendants.

Sarah Abram KC (instructed by Freshfields LLP) appeared on behalf of the Volvo Objector.

1. We have before us an application by the Sub-Class Representative, RHA Used Trucks Limited, which we will refer to as **RUTL**, for permission to amend its claim form.

2. RUTL represents those class members who have opted in and purchased or leased one or more used trucks for the purpose of the quantification of the alleged effect on prices and charges for used trucks. In all other respects, such class members are represented by the Class Representative, the Road Haulage Association (**RHA**).

3. RUTL put forward a number of iterations of its draft amended claim form, the most recent of which is the one on which it relies for this application. It contains a number of amendments which are not objected to by the Defendants, and for which we grant permission.

4. The critical question before us concerns the draft claim form at paras 28B–28N, and paras 29A–29B. Significant parts of those paragraphs are confidential. But in essence, RUTL seeks to allege what is described as "Used Trucks Collusion", which is a term of convenience and RUTL emphasises is not intended to allege a further infringement of competition law by additional anti-competitive arrangements or exchanges beyond what is found in the two decisions of the European Commission (the **Commission**) adopted on 19 July 2016 and 27 September 2017: the **Settlement Decision** involving these Defendants, and a separate infringement decision addressed to Scania (the **Scania Decision**), finding that Scania also participated in the same cartel (together **the Decisions**).

5. The Used Trucks Collusion is alleged to be constituted by exchanges and discussions concerning certain matters, the details of which are confidential. Some particulars of those discussions and exchanges are set out in the draft amendments, and Mr Scannell KC, for RUTL, emphasised that they involved the same participants and the same meetings over the same period as are covered in the Decisions.

6. The reason this application is made only now is because what RUTL seeks to allege is based on information gleaned from the Commission file, which was

received only on 11 June 2026. We think there should be no criticism of RUTL that this application was not made earlier.

7. However, this is a follow-on claim relying for the allegation of infringement on the Decisions, in particular the Settlement Decision involving these Defendants. Indeed, the findings of infringement are therefore binding on this Tribunal. The Collective Proceedings Order states expressly that this is a follow-on claim, and there is no application before the Tribunal to vary it. Furthermore, para 28B of the draft amended claim form states:

> "The Used Trucks Collusion formed part of the single and continuous infringement of Article 101 TFEU and Article 53(1) of the EEA Agreement alleged above and found in the Decisions, being conduct carried on by the same undertakings, at and in connection with the same meetings and contacts, over the same period and in pursuit of the same single anti-competitive economic aim. The Used Trucks Collusion is not alleged to be an infringement of competition law distinct from, or additional to, the infringement found in the Decisions."

8. On that basis, Mr Scannell argued that it does not involve a new claim, and therefore permission should be granted pursuant to r. 32(1)(b) of the Competition Appeal Tribunal Rules 2015 (the **CAT Rules**). Although para 29(b) in the draft amended claim form pleads in the alternative that this is a claim arising out of substantially the same facts, as we understood it, that is still in the context of this being a follow-on claim. Indeed, an earlier iteration of the draft amended claim form had alleged in the alternative that RUTL sought to advance these allegations as a stand-alone claim outside the scope of the Decisions, but that draft amendment was withdrawn and is not pursued. Instead, the application is based on the draft amended claim form to which we have referred.

9. The difficulty about this is, in particular, recital (5) of the Settlement Decision, which states:

> "The products concerned by the infringement are trucks weighing between 6 and 16 tonnes ('medium trucks') and trucks weighing more than 16 tonnes ('heavy trucks') both as rigid trucks as well as tractor trucks (hereinafter, medium and heavy trucks are referred to collectively as 'Trucks'). The case does not concern aftersales, other services and warranties for trucks, the sale of used trucks or any other goods or services sold by the addressees of this Decision." [footnotes omitted]

10. There is an equivalent provision in the Scania Decision. Nowhere in the Decisions is there any reliance on, reference to, or mention of, the aspects of the discussions and exchanges on which RUTL seeks to rely. It may be that there was such discussion at some of the same meetings, but very possibly a number of other matters were also discussed at those meetings. That does not bring the subject of this alleged coordination within the scope of the Decisions. Although the Settlement Decision is short, it still summarises and gives examples of the subject-matter of the collusion found by the Commission to constitute the infringement. The Scania Decision, being a full infringement decision, is much longer, and there is no such reference or mention of these matters there either.

11. Mr Scannell emphasised that he was not alleging collusion over used truck prices more generally. That, he accepted, would be outside the scope of the Decisions. He sought to argue that what RUTL now seeks to allege is really part of the discussions about new trucks as it related to what would be an element of many sales contracts for new trucks; and indeed, he said, it was necessary in order to support collusion over new truck prices.

12. However, the Decisions did not find that there were agreements on the contract terms of sales of new trucks. That would have been potentially included, for example, warranties which, as stated in the recital (5) of the Settlement Decision (para 9 above), are also expressly excluded. The Settlement Decision found agreements over pricing and gross price increases for new trucks.

13. The aspects on which RUTL now seeks to rely in its draft amended claim form, in our judgment, go beyond that and are no part of the Decisions. We also do not see how these allegations can be allowed as coming within the scope of the *effects* of collusion upon used truck prices. The allegations pleaded are clear and they do not concern pure causative effect, but allege initial exchanges between the cartel participants; those exchanges then were no doubt said to be a supplementary cause of the effect of the discussions on used truck prices generally.

14. We therefore find that the contention that what is alleged in the draft amended claim form is a follow-on case is bound to fail, and we refuse to permit the draft

amendments on that ground. The question of whether this constitutes a new claim, and the application of r. 32(2) of the CAT Rules, therefore does not arise.

15. We should add that if it had been pleaded as a stand-alone claim, difficult questions of limitation would have arisen under: the complex transitional provisions of r. 119 of the CAT Rules; r. 31 of the (old) Competition Appeal Tribunal Rules 2003; the question of "relation back"; and then, potentially, whether the application of those provisions should be set aside under the EU principle of effectiveness. However, since that is not the basis of the application, it is unnecessary for us to address them.

16. This ruling is unanimous.

Sir Peter Roth
Chair

The Hon Mr Justice Rajah

Paula Riedel

Charles Dhanowa CBE, KC (*Hon*)
Registrar

Date: 13 October 2026