

## **Can an adjudicator determine the value of an interim payment when the notice of adjudication refers to a 'final account dispute'?**

**OSC Building Services Limited v Interior Dimensions Contracts Limited** [2009] EWHC 248 (TCC). The claimant, OSC sought summary judgment on its claim to enforce an adjudication decision against IDC. IDC engaged OSC to carry out drainage and site works at a medical centre. OSC made numerous applications for payment, some of which were described as a 'draft final account'. A dispute over the applications for payment arose and OSC referred the matter to adjudication. In its Notice it referred to a dispute "*in respect of the final account*" and sought a further sum ascertained as due to OSC by IDC. The adjudicator decided that a sum was due to OSC as an interim payment whilst making it clear he was not determining the value of OSC's final account. IDC refused to comply with the decision on the basis that the adjudicator had no jurisdiction to decide a sum was due on the basis of an interim certificate when the notice referred to a final account. The judge accepted there was a difference between a final account and an interim payment but concluded that, on the basis of what was referred to the adjudicator, he was entitled to decide a sum due on the basis of an interim payment. The judge held that the draft final account was not the final account itself, and that it was important to understand the substance of the document rather than the label given to it.