

18 December 2025

By Email Only (transportinfrastructure@dft.gov.uk)

Transport Planning Unit
Department for Transport
Great Minster House
33 Horseferry Road
London
SW1P 4DR

Dear Transport Planning Unit

Our Client: Plevinco 1 Limited

Order: The Network Rail (Stalybridge to Diggle (Saddleworth) Enhancements) Order

1. We act on behalf of Plevinco 1 Limited (the “Landowner”) who object to the above referenced Order, submitted by Network Rail Infrastructure Limited (the “Network Rail”) to the Secretary of State for Transport.

Introduction

2. The Order seeks authorisation for the construction, maintenance and operation of works on the Transpennine line between Stalybridge and Diggle (Saddleworth), including works for the electrification of the railway between Stalybridge and Diggle (Saddleworth) for the purposes of increasing capacity and improving journey time and performance reliability of railway services on the Transpennine line both between Stalybridge and Diggle (Saddleworth) and between Manchester, Leeds and York (the “Scheme”).
3. To allow for the Scheme to be brought forward, Network Rail seeks consent for the proposed Order for the temporary possession of 24947.87 square metres of land owned by the Landowner (referenced as plot 7A-001), for a working site and access for construction and tunnel works.
4. The Landowner has been in communication with Network Rail for a number of months, however it considers that there has been limited meaningful engagement by Network Rail, as it has not responded to various communications issued by the Landowner.
5. The Landowner therefore objects to the Order on the following grounds:

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- a. If consented, the Scheme will require the temporary possession of the Landowner's property. The period of temporary possession is not specified and could therefore be unlimited, as such this is a mis-use of the powers of temporary possession.
- b. If consented, the temporary possession of the Landowner's land, will result in a material detriment to the Landowner;
- c. The order limits do not include the Landowner's land and therefore it is unclear as to how the application of the Order itself can apply in this regard;
- d. Network Rail have acted contrary to the Compulsory Purchase Order guidance.

6. These grounds are discussed in further detail below.

Ground a

7. The Order does not specify a time period for which Network Rail requires the temporary possession of the Landowner's land. As such, we consider this to be a quasi-permanent acquisition of land.
8. The absence of any specified time period creates significant uncertainty for the Landowner and prevents it dealing with the land going forward, for an indeterminate time period.
9. Further, it is impossible to fully consider the full extent of the impact of the Order on the Landowner and as such Network Rail has not fully assessed this impact ahead of submitting the Order, contrary to Guidance on the Compulsory Purchase Process (January 2025) issued by the Ministry of Housing, Communities and Local Government ("CPO Guidance").
10. This is clearly a mis-use of the powers of temporary possession and will result in a disproportionate impact on the Landowner.

Ground b

11. Prior to Network Rail's proposal to bring forward the Order, the Landowner was in the process of negotiating a contract conditional on planning for the sale of the land at market value reflecting the development potential of the land.
12. Heads of Terms were agreed with a major developer for a sale contract conditional on planning, following substantial negotiations, with a positive pre-application response also received from the local planning authority.
13. The Landowner was initially delayed in proceeding with the conditional contract following communications received from Network Rail that it may seek powers to take temporary possession of the land. Subsequently, Network Rail submitted the Order and this has prevented the conditional contract from being progressed and the Landowner now faces the possibility of the opportunity to secure the contract from being lost altogether as a result of the proposed temporary acquisition of the land.

14. The prospects of being able to proceed with a contract conditional on planning are significantly hampered by the undetermined length of time for which Network Rail are seeking powers of temporary possession.
15. As such, the Order, if consented, will prevent the Landowner realising the value of its land for an indefinite period of time. This will cause significant financial implications to the operation of the Landowner's business, including both finance holding costs and loss of development value, and will cause a material detriment to the Landowner.
16. In addition, depending on the nature of the works Network Rail propose to undertake on the land (i.e. if they demolish the existing buildings, which the temporary possession powers allow) there will be an additional impact on the Landowner's ability to realise the full value for the land.
17. Overall, the Order leaves the Landowner with land that it cannot sell, develop or utilise itself for an indeterminate amount of time. This uncertain timeframe prevents the Landowner making any meaningful future plans for the land and ultimately, is likely to significantly impact any future sale of the land for development purposes, whilst also leaving the Landowner in a significantly worse financial position, through no fault of its own.

Ground c

18. From a review of the Order, including plans, it should be noted that the Landowner's land is not included within the redline Order limits, notwithstanding it is detailed in the land plans and book of reference.
19. This provides another level of uncertainty to the Landowner (and Network Rail) as to the power for Network Rail to take temporary possession and subsequently the ability for the Landowner to make a claim for compensation in this regard.
20. The Landowner's position is that the Order is defective and that it does not therefore allow for temporary possession of its land.

Ground d

21. As detailed at Ground a and b above, the Order will have a significant impact on the Landowner. The indeterminate time period for the proposed temporary possession of the Landowner's land under the Order makes it impossible to fully assess this impact and therefore Network Rail have not acted in accordance with the CPO Guidance in this regard.
22. Additionally, Network Rail have not entered into meaningful engagement with the Landowner, having only provided initial heads of terms for a lease of the Landowner's land in May 2025. Subsequently, Network Rail have not responded to two counter proposals put forward by the Landowner's agent.
23. Network Rail have made no further attempts to secure the temporary possession of the land beyond their initial offer of May 2025, prior to the Order being submitted to the Secretary of State in November 2025. Clearly, this lack of engagement is not in

line with the CPO Guidance and the use of powers of temporary possession would not be as a matter of last resort.

24. Furthermore, Network Rail's limited communications with the Landowner since March 2025 have been predicated on the basis that Network Rail were looking at numerous sites and may not need to utilise powers of temporary possession on the Landowner's land, with the Landowner being told this would be clarified later in the year. This has resulted in the Landowner being in 'limbo' for the majority of this year, adding further to the uncertainty faced by the Landowner.
25. It was only when Network Rail wrote to the Landowner on 23 October 2025 (i.e. two weeks prior to the Order being submitted), that it was confirmed Network Rail would be proceeding with seeking powers of temporary possessions of the Landowner's land, via the Order.
26. The CPO Guidance states that acquiring authorities are encouraged to engage and communicate regularly with those who are to be affected by the use of powers of compulsory purchase. However, there has been very little engagement that has taken place, contrary to the CPO Guidance.
27. Network Rail should also have made proper attempts to acquire the land and rights sought under the Order by voluntary agreement, as is required by the CPO Guidance, to ensure the powers sought under the Order are as a last resort. Network Rail have failed to make any such proper attempts to do, again acting contrary to CPO Guidance.

Conclusion

28. In light of the details set out above, the Landowner objects to the Order and requests that the Order not be confirmed by the Secretary of State.

Yours faithfully

Squire Patton Boggs

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