

Mr Samir El-Atar, Managing Director of Dar Al-Taqwa bookshop v Evening Standard

Clauses noted: 1, 2

Mr Samir El-Atar, Managing Director of Dar Al-Taqwa bookshop, complained to the Press Complaints Commission that an article headlined "Terror and hatred for sale just yards from Baker Street", published in the Evening Standard on 28 July 2005, was inaccurate and misleading in breach of Clause 1 (Accuracy) and that he had been denied an opportunity to reply under Clause 2 (Opportunity to reply) of the Code.

The complaint was upheld.

The article focused on allegedly extremist literature which was on sale in Islamic bookshops in the aftermath of the London bombings. The complainant's bookshop featured prominently in a photograph, alongside pictures of three of the titles that the newspaper said advocated terrorism and which were said to be sold at premises "such as Dar Al-Taqwa". The complainant made clear that the shop had never stocked the books or the DVD pictured. The article was therefore misleading since it led people to believe that the shop sought to promote and incite terrorism. Moreover, the newspaper had quoted selectively from a pamphlet on jihad which was on sale in the bookshop. The complainant said that this pamphlet did not incite terror or hatred as the article alleged. As a result of the article, abuse and threats of violence had been made against staff and it had been necessary to invoke police protection.

The newspaper referred to an earlier article in The Times, in which the bookshop was said to be selling extremist literature. Its own article had quoted the shop's manager making clear his position that the shop sold mainstream literature. It had also subsequently published a clarification – without the complainant's approval – which outlined that the books and DVDs pictured had never been for sale at Dar Al-Taqwa. The newspaper also offered to publish an abridged letter from the complainant or his representative together with an editorial footnote which apologised for any misunderstanding. The complainant was unhappy with the remedial action both taken and offered by the newspaper.

Adjudication

Clause 1 requires newspapers to 'take care not to publish inaccurate, misleading, or distorted information'. In this case – given the seriousness of the allegations and the sensitive time at which they were published, shortly after the terrorist attacks – there was an over-riding need to ensure that the information gathered by the paper was accurately presented.

While the newspaper was doubtless acting in the public interest when researching the article, it had subsequently conceded that the books and DVDs pictured prominently in the piece were not sold in the shop. Although there was no dispute that the pamphlet quoted in the article was sold by the bookshop, the Commission concluded that the pamphlet provided insufficient corroboration to support the extremely serious claims contained in the headline. Sufficient care had not therefore been taken by the newspaper over the accuracy of the story. In upholding the complaint the Commission was mindful that, in the climate of anxiety following the attacks, the consequences of the misleading allegations – particularly given the fact that the shop's contact details had been prominently displayed – could have been extremely serious for the complainant. It did not in these circumstances consider that the offered remedies were adequate to resolve what was a clear breach of Clause 1. There was also therefore a breach of Clause 2 of the Code.

The complainant also had objected to the publication of the photograph of the shop in which its telephone and fax number were clearly displayed. He considered that this was intrusive in breach of

Clause 3 of the Code. As previously stated, the Commission decided that publication of the shop's telephone number in the context of the piece was likely to cause serious difficulties. The Commission, however, did not consider that the publication of a shop-front represented a failure to respect the private life of the complainant. The photographs did not contain private information and there was therefore no breach of Clause 3 on this point.

Adjudication issued 2005