



Neutral Citation Number: [2019] EWCA Civ 2074

Case No: A2/2018/1433/CHBKI

**IN THE COURT OF APPEAL (CIVIL DIVISION)**  
**ON APPEAL FROM THE HIGH COURT OF JUSTICE**  
**BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES**  
**INSOLVENCY & COMPANIES LIST**

**David Stone (sitting as a Deputy High Court Judge)**  
**[2018] EWHC 496 (Ch)**

Royal Courts of Justice  
Strand, London, WC2A 2LL

Date: 26/11/2019

**Before:**

**LORD JUSTICE DAVID RICHARDS**

and

**LORD JUSTICE NEWEY**

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**Between:**

**BARONS FINANCE LIMITED**  
**(in liquidation)**

- and -

**(1) BARONS BRIDGING FINANCE 1 LIMITED**  
**(in liquidation)**

**(2) REDDY CORPORATION LIMITED**  
**(in liquidation)**

- and -

**(3) DHARAM PRAKASH GOPEE**

**Claimant/  
Respondent**

**Defendants/  
Respondents**

**Defendant/  
Appellant**

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The **Appellant/Defendant**, Mr Gopee, appeared in person  
Mr Oliver Assersohn (instructed by **Stephensons Solicitors LLP**) for the **Respondent/Claimant**,  
**Barons Finance Limited**  
The **First and Second Defendants** were not represented

Hearing date: 7 November 2019

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**Approved Judgment**

## Lord Justice Newey:

1. This case has a lengthy history.
2. The claimant, Barons Finance Limited (“Finance”), formerly carried on business as a money lender. The appellant, Mr Dharam Prakash Gopee, was the sole director of Finance and also of the first and second defendants, Barons Bridging Finance 1 Limited (“Bridging Finance”) and Reddy Corporation Limited (“Reddy”).
3. On 9 May 2012, a Mr and Mrs Mayendesa presented a winding-up petition against Finance based on a default costs certificate dated 28 October 2011 in the sum of £16,243.22. According to the petition, Finance had sought to appeal against the costs certificate, but the appeal had been struck out.
4. On 19 September 2012, a winding-up order was made against Finance on the Mayendesas’ petition and permission to appeal was refused. Mr Gopee represented the company at the hearing.
5. On 15 December 2014, Finance, acting by its liquidator, Mr Alan Coleman, issued an application challenging a deed of assignment dated 31 March 2012 (“the 2012 Deed”) which purported to assign Finance’s loan book to Bridging Finance and Reddy. Mr Coleman had been presented with the deed by Mr Gopee, who had signed it on behalf of all three companies. Mr Coleman disputed the date of the deed, alleging that it had not been executed on the date it bore but only after the petition for the winding-up of Finance had been presented. On that footing, he claimed that the deed was void under section 127 of the Insolvency Act 1986 (“the 1986 Act”). He further invoked section 238 of the 1986 Act (transactions at an undervalue), section 239 of the 1986 Act (preferences) and section 423 of the 1986 Act (transactions defrauding creditors).
6. The defendants to the proceedings were named as Bridging Finance, Reddy and Mr Gopee. As framed, various aspects of the claim were capable of extending to Mr Gopee personally. Thus, Finance claimed to be entitled “to recover, as damages, any payments made to the Defendants and each of them in respect of the loans” (paragraph 56), to “an order that the Defendants disclose full details of all bank accounts into which any payment relating to the loans purportedly transferred have been made” (paragraph 57) and to “an injunction prohibiting the Defendants and each of them or any subsequent assignees from collecting any sums due under the loans or from otherwise dealing with the loans in any way or from seeking to transfer or assign any charge in favour of the Claimant company” (paragraph 60). Finance further claimed as follows:

“63. Further the Claimant seeks a declaration that the transfer of any charge transferred from [Finance] at Her Majesty’s Land Registry to the Defendants or any of them is void in accordance with section 127 of the Act and that [Finance] be reinstated as chargeholder.

64. The Claimant seeks a further order that the register at Her Majesty’s Land Registry be rectified to reinstate [Finance] as the registered holder of the charges in respect of the Loans and the removal of any charges or notices registered in favour

of the First and Second Defendants or any subsequent assignees.”

7. On 25 June 2015, His Honour Judge Pegden QC, sitting in the Crown Court at Southwark, made a restraint order in respect of Mr Gopee under the Proceeds of Crime Act 2002 (“the 2002 Act”) on the application of the Financial Conduct Authority (“the FCA”). Paragraphs 3-5 of the order, under the heading “Disposal of or dealing with assets”, prohibited Mr Gopee, described as “the Alleged Offender”, from removing assets from England and Wales or in any way disposing of, dealing with or diminishing the value of any of his assets and stipulated that the prohibition extended to the assets of Bridging Finance, Reddy and Speedy Bridging Finance Limited (“Speedy”), another company associated with Mr Gopee. Paragraph 6, preceded by the words “And it is ordered that”, provided so far as relevant as follows:

“The assets of ... Reddy Corporation Ltd, ... Barons Bridging Finance 1 Ltd, ... Speedy Bridging Finance Ltd ... be treated as the personal assets of the Alleged Offender.”

Paragraphs 8-22, headed “Companies controlled by the Alleged Offender”, included provisions barring Bridging Finance, Reddy and Speedy from removing their assets from England and Wales or in any way disposing of, dealing with or diminishing the value of their assets.

8. The proceedings challenging the 2012 Deed came before Mr David Halpern QC, sitting as a Deputy High Court Judge, on 9 July 2015. On the following day, he made an order declaring the deed to be void under section 127 of the 1986 Act. He also considered that the deed was susceptible to challenge under sections 238 and 423 of the 1986 Act. However, Bridging Finance, Reddy and Mr Gopee appealed Mr Halpern’s decision, and on 14 June 2016 the Court of Appeal (Kitchin and Gloster LJJ) allowed the appeal, holding that the defendants had not had a fair trial. The matter was therefore remitted to the Chancery Division.
9. In the meantime, on 23 July 2015, the Secretary of State for Business, Innovation and Skills had presented winding-up petitions against Bridging Finance, Reddy and Speedy on the basis that their winding-up was expedient in the public interest. A winding-up order was made in respect of each of the three companies by Deputy Registrar Prentis on 27 April 2017.
10. Not long before that, on 2 February 2017, the proceedings in respect of the 2012 Deed had come before Mann J for directions. Mann J gave Finance permission to amend its particulars of claim and ordered the defendants to serve “an amended defence which responds to any new matters in the amended Particulars of Claim” within 14 days of service of the amended particulars of claim. In the event, amended particulars of claim were served in mid-February, but no amended defence was forthcoming at that stage. On 6 April, Finance’s solicitors, Stephenson’s, sent Mr Gopee a letter in which they informed him that a four-day trial had been fixed for the week commencing Monday 19 February 2018.
11. On 30 October 2017, Mr Gopee was sentenced to 15 months’ imprisonment for contempt of Court as a result of breach of the restraint order against him. On 13 December 2017, from Wandsworth Prison, Mr Gopee sent the Court an application in which, among other things, he asked for an extension of time in which to file an

amended defence to the claim in respect of the 2012 Deed and for the trial date to be re-scheduled. Mr Gopee stated in his application notice that, having been sent to prison, he would “not be able to attend the trial until after June 2018” and that he was “therefore requesting the Court to stay this case until I come out of prison and to allow me more time to file the amended defence”. In a similar vein, Mr Gopee told the Court this in an accompanying letter:

“As I am in prison I am very limited and restricted to what I can do and therefore I would not be able to attend the hearing listed for February 2018 as my release date is June 2018.”

Mr Gopee proposed that his application be dealt with without a hearing.

12. The Court received Mr Gopee’s letter and application on 19 December 2017, but, for whatever reason, they were not acted on.
13. On 15 January 2018, Finance issued an application of its own, asking for, among other things, “permission to withdraw its claims against [Mr Gopee] and that [Mr Gopee] take no further part in these proceedings”. The application was supported by a witness statement made by Ms Julie Hunter of Stepsons, who said:

“The Claims brought against [Mr Gopee] personally only arose because he was the sole Director and controlling mind behind the 2 Respondent Companies, and had personal custody of all relevant documents and records. [Mr Gopee] operated his various businesses from the same office and his home address. In view of this, and as the claims included claims for the production of records and information known to be in [Mr Gopee’s] control, and the monetary trace on accounts of which [Mr Gopee] was the signatory as sole director of the Respondent Companies. As the Official Receiver is now in that position, the claim against [Mr Gopee] is no longer relevant or necessary and any order made against him would be unenforceable, as he is not now in a position to comply with any order for production of documents or information.”

Ms Hunter also explained that she had been informed that the trial of criminal proceedings against Mr Gopee had “commenced on 15 January 2018 and is expected to last 4 weeks”.

14. On 20 January 2018, Mr Gopee sent Stepsons his amended defence and told them of his application for an adjournment and that he had not yet heard from the Court. He too made reference to his criminal trial, saying:

“As from 15/1/18, I am a defendant in a trial at Southwark Crown Court which has been listed for six weeks and is likely to last until early March 2018.”

15. The amended defence began as follows:

“1. The Third Defendant [i.e. Mr Gopee] is an assignee and transferee of all the assets previously held by the Claimant

[i.e. Finance] and the Second Defendant [i.e. Reddy] either jointly or separately. The devolution of title giving rise to the Third Defendant's entitlement to those assets are as follows:

- (a) By a Deed of Sale dated 31<sup>st</sup> March 2012 the Claimant and the Second Defendant had jointly assigned and transferred absolutely all the assets relating to various debts owed by customers to both the Claimant and the Second Defendant. The said transaction known as Deed of Assignment of a Portfolio of Debts was made to the First and Second Defendants [i.e. Bridging Finance and Reddy].
- (b) By a further deed dated on or about 13<sup>th</sup> November 2013 the First and Second Defendants had for valuable consideration assigned and transferred absolutely all of their own assets and book debts to Speedy Bridging Finance Limited ('Speedy') with effect from the same date. The assets and book debts consisted of all the debts previously owned by the Claimant and notice of the transfer and assignment having been served on all the debtors that formed part of the transaction stated in paragraph 1 (a) above ....
- (c) By a further assignment and transfer of debts executed by the First Defendant, Second Defendant and Speedy separately on 23<sup>rd</sup> April 2017 all of their respective assets were sold and transferred absolutely to the Third Defendant.

...

4. For the above reasons it is being submitted that neither the First nor the Second Defendants have any interest in the proceedings and it is only the Third Defendant who is entitled to contest the claim."

Later in the amended defence, Mr Gopee pleaded that it "remains open for all the Defendants and their successors in title to seek a Validation Order from the Court at such time that would be necessary" (paragraph 21). Mr Gopee concluded in paragraph 35 by asking for Finance's claim to be dismissed.

16. Mr Gopee was now, therefore, alleging that the loans at issue were all assigned to him, by Bridging Finance, Reddy and, in particular, Speedy, on 23 April 2017. In that connection, Mr Gopee has produced a "sale contract" dated 23 April 2017 and made between Speedy and himself. The document provides for the purchase by Mr Gopee for £1 of "All of [Speedy's] restrained assets", including "all money debts due and owing by the borrowers of the Vendor [i.e. Speedy]".
17. Stephenson's replied to Mr Gopee on 2 February noting that his letter had presumably crossed with theirs enclosing Finance's application and that they had not yet received any application for an extension of time as regards the amended defence or to vacate the hearing. They went on to say that, since Finance's claim against Mr Gopee personally was to be withdrawn, there was "no need for [Mr Gopee] to take any step in the proceedings or attend court when the matter is listed for trial".

18. In the event, Mr Gopee's criminal trial did not last until March 2018. He was convicted on 8 February and on the following day, a Friday, sentenced to three and a half years' imprisonment.
19. On 12 February 2018, Mr Gopee wrote to Stepheons stating that he had received their letter of 15 January on 6 February and that he was opposing Finance's application. He wrote again on 17 February, saying:

“As mentioned before, I oppose and continue to oppose the application dated 15/1/18 for the reasons stated in my letter. Additionally the Official Receiver was served with a copy of the assignment of the book debts and charges held by Speedy Bridging Finance Ltd on 23/4/17.”
20. Finance's proceedings came on for trial on Tuesday 20 February 2018 before Mr David Stone (“the Judge”), sitting as a Deputy High Court Judge. As before us, Mr Oliver Assersohn appeared for Finance. No defendant was represented.
21. The Judge gave judgment on 21 March 2018. He said this about discontinuance against Mr Gopee:
  - “30. Mr Assersohn explained to me that Mr Gopee was initially joined to the proceedings because (among other things) [Finance] required documents from him. Mr Gopee's documents have since been seized by the FCA, so he no longer has them. He has also lost control of [Bridging Finance] and Reddy. [Finance] therefore no longer requires him to be a party to the proceedings, and no orders are now sought against him personally.
  31. [Finance] could discontinue against Mr Gopee without the court's permission under CPR 38.2. However, were it to do so, it would need to pay Mr Gopee's costs to date. The application was made to the court to discontinue with a request that there be no order as to costs.
  32. CPR 38.6 provides that the general rule is that a claimant is liable for a defendant's costs up to the date when notice of discontinuance is served. I see no reason to depart from that general rule in this case. Mr Assersohn urged on me a different conclusion on the basis of the change of circumstances to which, he said, [Finance] had not contributed - that is, the seizure of Mr Gopee's papers by the authorities and his imprisonment. Mr Assersohn submitted instead that I should make no order as to costs, but give Mr Gopee liberty to apply for his costs. I do not consider that that is a fair order to make in his absence, or at all. If Mr Gopee has expended costs in defending himself (and only himself) in this action, then he is entitled to those

costs, and I so ordered. Costs are to be as agreed, or assessed.

33. It should be clear from the preceding paragraph that Mr Gopee is not entitled to any costs of defending [Bridging Finance] or Reddy. As Mr Gopee has represented himself throughout these proceedings, his costs, if any, should be modest.”

22. The Judge then turned to the applications that Mr Gopee had made. With regard to extending time for the amended defence, the Judge said this:

“38. Mr Gopee’s Amended Defence was due in early March 2017. He is therefore over 11 months late. The various medical certificates he provided cover part, but by no means a major part, of that time. He was also not imprisoned until well after the deadline for his Amended Defence.

39. However, out of fairness to him, and mindful of the Court of Appeal’s comments in this case, I allowed the extension request, and received his very late filed Amended Defence.

40. Since the winding up of [Bridging Finance] and Reddy, Mr Gopee is no longer in a position to instruct on behalf of those entities. So the Amended Defence I allowed him to file late relates only to him personally, and not to those other entities. Also, as set out above, he is no longer a party to the action, but he should be able to recover his costs of preparing the Amended Defence, if any.”

On the other hand, the Judge declined to grant any adjournment. He said:

“41. The hearing of [Finance’s] substantive application was listed on 6 April 2017, and notified to Mr Gopee the next day. He has had ample time to prepare for it, albeit he has had numerous legal and other proceedings with which to deal.

42. At the hearing, I declined to postpone the hearing, for the following reasons which I now set out:

a. as mentioned at the start of this judgment, there are many people waiting on the outcome of this litigation. It is therefore in the general public interest that the matter be determined now;

b. Mr Gopee is no longer in control of [Bridging Finance] or Reddy, and is no longer a party to these proceedings, following my earlier order

above. There is therefore no requirement for his presence;

- c. In any event, Mr Gopee has already set out his position in detail - to Mr Halpern, to the Court of Appeal, and, since then, in his Amended Defence. His position is well known;
- d. Further, the evidence before me was that, as things stand, Mr Gopee will not be released from prison for some years (although I note that he himself gave no evidence beyond his current sentence for contempt of court). It would not be appropriate to delay these proceedings for a number of years, particularly given the factors I have set out above.

43. For these reasons, I declined to grant Mr Gopee's request for an adjournment."

23. The Judge proceeded to consider and accept the substance of Finance's claim. He concluded that the 2012 Deed was not in fact entered into before September of that year, by which time the petition to wind up Finance had been presented and was shortly to be determined. In the circumstances, the Judge held that the deed fell to be set aside on a number of grounds. He also said this:

"101. I also declare that the transfer since 31 March 2012 of any charge transferred from [Finance] at Her Majesty's Land Registry to [Bridging Finance], Reddy or Mr Gopee or any other company controlled by Mr Gopee or any of them is void in accordance with section 127 of the Insolvency Act and I order that [Finance] be reinstated as the chargeholder.

102. I further order that the register of Her Majesty's Land Registry be rectified to reinstate [Finance] as the registered holder of the charges in respect of the loans purported to have been assigned under the Deed, and the removal of any charges or notices registered in favour of [Bridging Finance] and/or Reddy or any subsequent purported assignees."

24. The Judge's order provided for the proceedings to be discontinued against Mr Gopee (paragraph 2), for Finance to pay Mr Gopee's costs (paragraph 3), for the time for filing an amended defence to be extended to 20 January 2018 (paragraph 4) and for Mr Gopee's request for an adjournment to be dismissed (paragraph 5). It was then declared that the 2012 Deed was not entered into until on or around 17 September 2012 (paragraph 8). There followed orders that the deed was void pursuant to section 127 of the 1986 Act (paragraph 9), as a transaction at an undervalue pursuant to section 238 of the 1986 Act (paragraph 10) and as a transaction to defraud creditors pursuant to section 423 of the 1986 Act (paragraph 11). The order further included these paragraphs:



“13. It is also declared that the transfer since 31 March 2012 of any charge transferred from the Claimant at Her Majesty’s Land Registry to the First Defendant, Second Defendant or Third Defendant or any other company controlled by the Third Defendant or any of them is void in accordance with section 127 of the Insolvency Act 1986 and it is ordered that ... the Claimant be reinstated as the chargeholder.

14. It is further ordered that the register of Her Majesty’s Land Register be rectified to reinstate the Claimant as the registered holder of the charges in respect of the loans purported to have been assigned under the Deed of Assignment, and the removal of any charges or notices registered in favour of the First Defendant and/or Second Defendant or any subsequent purported assignees.”

25. Mr Gopee now appeals against the Judge’s decision. Appearing before us in person, Mr Gopee argued that the Judge should not have allowed Finance to discontinue against him and that the trial should have been adjourned. He also sought to take issue with the winding-up order made against Finance. In that regard, he said that he had discovered a document showing that the bill of costs in respect of which the relevant default costs certificate had been issued had never been served. In the circumstances, he asked that the hearing of the present appeal be adjourned to allow him to take steps to set the winding-up order aside.
26. More than seven years have, however, passed since Finance was wound up. The time for appealing has long since elapsed and there is no reason to believe that Mr Gopee could adequately explain the delay, the more so since he confirmed to us that he had represented the company at the hearing at which the order was made and had not raised the point which he now wishes to take. Even now, there is no evidence to substantiate Mr Gopee’s complaint about the default costs certificate and, to judge from the petition, Finance had sought to appeal it but without success. Mr Gopee suggests, as I understand it, that the document on which he wishes to rely in support of his argument has been unavailable because it was seized by the FCA, but the FCA’s involvement could hardly account for events before the date of the restraint order, which was itself nearly three years after that of the winding-up order. It is true that a winding-up order can, in principle, be challenged under rule 12.59(1) of the Insolvency (England and Wales) Rules 2016 (replacing rule 7.47(1) of the Insolvency Rules 1986) as well as by way of appeal, but I find it hard to see how Mr Gopee could have the slightest chance of successfully impugning the Finance winding-up order on the facts of this case. Still less, in my view, could it have been appropriate for us to defer the hearing of this appeal so that Mr Gopee could belatedly seek to challenge the winding-up order. It was for these reasons that I joined with David Richards LJ in declining Mr Gopee’s request for an adjournment and deciding to proceed with the hearing of the appeal.
27. Turning to whether the Judge was right to allow Finance to discontinue against Mr Gopee, Mr Assersohn supported the Judge’s decision. Citing CPR 38.2, he argued that a claimant is entitled to discontinue at any time. The only issue on which there was scope for argument in the present case, he submitted, was whether Finance should pay Mr Gopee’s costs, and that the Judge resolved in Mr Gopee’s favour.

28. For his part, Mr Gopee pointed out that he had voiced his opposition to Finance's application to discontinue against him in correspondence (see paragraph 19 above) and argued that he had had a legitimate interest in the relief that Finance was claiming. In that latter respect, Mr Gopee relied on, first, the restraint order of 25 June 2015 and, secondly, the assignments alleged in paragraph 1 of the amended defence.
29. So far as the restraint order is concerned, Mr Gopee said that it put him in the position of a receiver. He based this contention particularly on paragraph 6 of the order, providing for the assets of Bridging Finance, Reddy and Speedy to be "treated as [his] personal assets". The order meant, Mr Gopee said, that he had all the obligations of a receiver placed on him and that he had standing to act on behalf of Bridging Finance and Reddy.
30. I cannot accept this argument. The 2002 Act empowers the Crown Court to appoint a receiver where it makes a restraint order (see section 48), but no such appointment is to be found in the restraint order of 25 June 2015 and, more specifically, there is no question at all of Mr Gopee having been appointed as receiver of any assets of Bridging Finance or Reddy. Paragraph 6 of the restraint order was in common form (compare e.g. *Millington and Sutherland Williams on the Proceeds of Crime*, 5<sup>th</sup> ed., at page 715) and was evidently intended to ensure that the order extended to assets of the relevant companies (with, presumably, the principles discussed at paragraphs 2.44ff of *Millington and Sutherland Williams on the Proceeds of Crime* in mind) rather than to give Mr Gopee any standing in relation to them. The order was designed to limit what Mr Gopee and his companies could do, not to confer any new powers on him.
31. With regard to the assignments alleged in paragraph 1 of the amended defence, those of 23 April 2017 are key. It is those that are said to have passed title to the loans to Mr Gopee. By 23 April 2017, however, Bridging Finance, Reddy and Speedy had been the subject of winding-up petitions for nearly two years, and winding-up orders were made against all three companies just a few days later, on 27 April. In the circumstances, any assignments that may have been executed in Mr Gopee's favour by Bridging Finance, Reddy or Speedy will have been invalidated by section 127 of the 1986 Act.
32. Recognising the significance of section 127 of the 1986 Act, Mr Gopee argued that it remained open to him to apply for a validation order. No such application has ever been initiated, however. Even by the time of the hearing before the Judge, almost 10 months had passed since the winding-up orders had been made in respect of Bridging Finance, Reddy and Speedy, but no steps had been taken to validate the assignments on which Mr Gopee relied, and that notwithstanding their significance to his defence. It is fair to say that, in the meantime, Mr Gopee had been imprisoned for breach of the restraint order (on 30 October 2017) and then the subject of a criminal trial (in January-February 2018), but neither of these provides a good reason for the inactivity before 30 October 2017. For good measure, the alleged assignments would, on the face of it, have contravened the restraint order, making their validation still less probable.
33. In all the circumstances, it seems to me that Mr Gopee had no relevant interest in the proceedings relating to the 2012 Deed by the time of the hearing before the Judge and, hence, that the Judge was justified in allowing Finance to discontinue against him. He

no longer had any right to speak for Bridging Finance, Reddy or Speedy, and the alleged assignments to him were void as a result of section 127 of the 1986 Act.

34. The Judge said this about the alleged assignments in paragraph 15 of his judgment:

“Mr Gopee has averred that there were further assignments of [Finance’s] book of loans by way of an assignment of all the assets of [Bridging Finance], Reddy and a related company to Mr Gopee personally, on 13 November 2013 and 23 April 2017. No documents were before the court to support this assertion. In any event, any assignment made on 23 April 2017 would post-date the presentation of the winding up petition for [Bridging Finance] and Reddy on 23 July 2015.”

It appears to me, as I say, that the fact that the petitions on which Bridging Finance, Reddy and Speedy were soon afterwards wound up were already pending on 23 April 2017 will have rendered any assignment executed on that date void.

35. This, as I see it, is of crucial significance in the context of the Judge’s decision to refuse an adjournment. Had Mr Gopee had a relevant interest in the subject matter before the Judge, I would have doubted whether he could properly have declined to postpone the hearing. As it is, however, Mr Gopee had no such interest, neither himself having title to the loans nor even being entitled to speak for Bridging Finance or Reddy. In the circumstances, there was, as the Judge noted in paragraph 42(b) of his judgment, “no requirement for [Mr Gopee’s] presence” and the Judge must, I think, have been entitled to proceed with the hearing without him.

36. I should finally mention paragraphs 13 and 14 of the Judge’s order, quoted in paragraph 24 above. The terms of paragraphs 13 and 14 are such that they are superficially capable of affecting Mr Gopee personally. The declaration in paragraph 13 bites, according to its terms, on any transfer at HM Land Registry of a charge from Finance to Mr Gopee since 31 March 2012 and paragraph 14 provides for the removal from the register of any charges or notices in favour of “any subsequent purported assignees”, who could potentially include Mr Gopee. Having taken instructions, however, Mr Assersohn informed us that there had in fact been no relevant transfers from Finance to Mr Gopee and that no relevant charges or notices had been registered in Mr Gopee’s favour: paragraphs 13 and 14 did not therefore impact on Mr Gopee. When he came to reply to Mr Assersohn’s submissions, Mr Gopee did not dissent from what we had been told. In the circumstances, I see no need to revise paragraph 13 or paragraph 14.

37. I would dismiss the appeal.

**Lord Justice David Richards:**

38. I agree.