Neutral Citation Number: [2024] EWHC 373 (Ch)

Case No: BL-2020-000735

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
BUSINESS LIST (ChD)

Rolls Building
Fetter Lane
London, EC4A 1NL

20 February 2024

Before :

MRS JUSTICE BACON

- -

Between :

(1) SAY CHONG LIM
(2) CITY SUCCESS INVESTMENTS LIMITED
(3) GREENACRE CAPITAL (HYSON HOUSE) LIMITED
(4) LAPLAND LIMITED

Claimants

- and -

CHEE KONG ONG (a bankrupt)
(also known as Francis Ong)

Defendant

- -
- -

James Bailey KC and **James Goodwin** (instructed by **Withers LLP**) for the **Claimants**
Rupert Bowers KC and **Robbie Stern** (instructed by **Cobleys LLP**) for the **Defendant**

Hearing date: 19 February 2024

- -

Approved Judgment

MRS JUSTICE BACON

Introduction

1. This is a hearing to determine the sentence to be imposed on the defendant (**Mr Ong**) for a series of contempts of court alleged by the claimants. The claimants' application for the committal of Mr Ong for contempt was made following a trial of a fraud claim by the claimants against Mr Ong and various of his companies, in which the court found almost entirely in favour of the claimants: *Say Chong Lim & others v Chee Kong Ong & others* [2023] EWHC 321 (Ch).

2. Mr Ong initially advanced a comprehensive defence to the allegations of contempt of court, and the claimants' application was therefore listed for five days to be heard in December 2023. Following Mr Ong's bankruptcy, a change of his legal representation and the adjournment of the December hearing to enable instructions to be taken by his new solicitors and counsel, Mr Ong has now admitted all of the allegations of contempt. The hearing therefore proceeded as a hearing of matters going to sentence only.

3. Mr Bailey KC and Mr Goodwin appeared for the claimants, as they had done at the original trial. Mr Bowers KC and Mr Stern appeared for Mr Ong. Mr Ong elected not to give any evidence at the hearing.

Background

4. The proceedings which led to the trial commenced with the grant of an *ex parte* worldwide freezing order on 14 May 2020 (the **WFO**) against Mr Ong and various of his Greenacre group of companies. The order was continued in materially identical form at a return date hearing on 3 June 2020, and modified by an undertaking to the court given by Mr Ong on 21 July 2020.

5. During the period which followed, leading up to the trial, numerous further orders were made on the application of the claimants, in attempts to preserve the defendant's assets and obtain further information about the scope of those assets. These included disclosure orders made on 6 July 2022 (the **July 2022 disclosure order**) and 1 September 2022 (the **September 2022 disclosure order**).

6. The trial took place from 15 November to 2 December 2022. On 16 February 2023 I handed down my judgment finding against Mr Ong and some of his companies in relation to a series of claims of fraud and breach of trust relating to various property development projects managed by Mr Ong, in which Mr Ong had encouraged the first claimant (**Mr Lim**) to invest.

7. The main trial order was made on 23 February 2023 (the **trial order**), together with a post-judgment freezing order (the **post-judgment WFO**). At a further hearing on 17 March 2023, an order was made dealing with further consequential issues not addressed in the trial order (the **consequentials order**), and the post-judgment WFO was revised in ways not material to the present application (the **revised post-judgment WFO**). On the basis of the trial order and the consequentials order the claimants are owed over £6.7m by Mr Ong alone, which remains entirely unpaid.

8. On 22 June 2013 Mr Ong and two of the Greenacre companies obtained leave to appeal certain paragraphs of the trial order, conditional on (1) the appellants paying into court by 7 July 2023 the sum of around £7.5m due by them under the trial order and the consequentials order, and (2) the appellants' compliance with asset disclosure obligations under the revised post-judgment WFO. The conditions were imposed by Arnold LJ on the basis that the appellants had "persistently acted in flagrant disregard of court orders" and that their conduct "strongly suggests that they will place whatever obstacle they can in the path" of the attempts by the respondents (i.e. the claimants) to enforce the judgment.

9. That sum was not paid into court, nor did Mr Ong comply with his disclosure obligations under the revised post-judgment WFO. The consequence was that permission to appeal was refused. Mr Ong's applications to vary the order of Arnold LJ were dismissed on 21 July 2023 and again on 24 October 2023. Arnold LJ noted in respect of the latter that Mr Ong had by 14 September 2023 still not properly complied with his disclosure obligations under the revised post-judgment WFO.

10. On 13 September 2023 Green J ordered Mr Ong to provide further information and disclosure in relation to various of his assets, including bank statements running from 2017 to the date of that order (the **September 2023 disclosure order**).

11. Meanwhile on 14 June 2023 the claimants brought the present contempt application alleging multiple contempts of court by Mr Ong. Mr Ong filed a defence to that on 17 November 2023, supported by an affidavit of the same date. The defence and affidavit included some limited admissions of breaches of court orders, but otherwise asserted a comprehensive defence to the contempt application. The hearing of the contempt application was, as a result, listed for five days commencing on 12 December 2023.

12. On 27 November 2023, however, Mr Ong was made bankrupt and his then solicitors came off the record. His present solicitors Cobleys came on the record on a publicly funded basis on 4 December 2023, and applied to adjourn the hearing in circumstances in which they had only just been instructed by Mr Ong. The claimants (reluctantly) agreed, and at a directions hearing on 13 December 2023 the hearing of the contempt application was adjourned to this week.

13. By the time of the directions hearing, Mr Ong's present counsel had been instructed. In a note filed by them for the purposes of the directions hearing, it was said (for the first time) that it was anticipated that Mr Ong would be able to accept a significant proportion of the claimants' case, thereby narrowing the issues. The directions order therefore included a provision requiring Mr Ong to serve on the claimants, by 19 January 2024, a document recording any further admissions or concessions.

14. On 12 January 2024, Cobleys sent, on behalf of Mr Ong, an email informing the claimants and the court that Mr Ong had decided not to contest *any* of the allegations of contempt set out in the claimants' re-amended statement of case, such that the court and parties could proceed directly to the sanction hearing. Although that email used the language of *not contesting* the allegations, that must in fact be understood as an *admission* by Mr Ong of the allegations against him, as his counsel confirmed in their skeleton argument for the hearing. That is the basis on which the hearing proceeded as a hearing of sentence only and not liability. As I will set out below, however, it is necessary for me to explain the basis of some of Mr Ong's admissions.

Sentencing for contempt: general principles

15. The general principles to be applied by the court in sentencing for contempt were summarised by the Supreme Court in *Attorney General v Crosland* [2021] 4 WLR 103, §44 as follows:

> "General guidance as to the approach to penalty is provided in the Court of Appeal decision in *Liverpool Victoria Insurance Co Ltd v Khan* [2019] EWCA Civ 392; [2019] 1 WLR 3833, paras 57–71. That was a case of criminal contempt consisting in the making of false statements of truth by expert witnesses. The recommended approach may be summarised as follows:
>
> 1. The court should adopt an approach analogous to that in criminal cases where the Sentencing Council's Guidelines require the court to assess the seriousness of the conduct by reference to the offender's culpability and the harm caused, intended or likely to be caused.
>
> 2. In light of its determination of seriousness, the court must first consider whether a fine would be a sufficient penalty.
>
> 3. If the contempt is so serious that only a custodial penalty will suffice, the court must impose the shortest period of imprisonment which properly reflects the seriousness of the contempt.
>
> 4. Due weight should be given to matters of mitigation, such as genuine remorse, previous positive character and similar matters.
>
> 5. Due weight should also be given to the impact of committal on persons other than the contemnor, such as children of vulnerable adults in their care.
>
> 6. There should be a reduction for an early admission of the contempt to be calculated consistently with the approach set out in the Sentencing Council's Guidelines on Reduction in Sentence for a Guilty Plea.
>
> 7. Once the appropriate term has been arrived at, consideration should be given to suspending the term of imprisonment. Usually the court will already have taken into account mitigating factors when setting the appropriate term such that there is no powerful factor making suspension appropriate, but a serious effect on others, such as children or vulnerable adults in the contemnor s care, may justify suspension."

16. In addition to the guidance set out above, the Court of Appeal in *Business Mortgage Finance v Hussain* [2023] 1 WLR 396 cited with approval (at §119) the summary of the additional points set out by Leech J in *Solicitors Regulation Authority v Khan* [2022] EWHC 45 (Ch), §52:

> "(1) There are no formal sentencing guidelines for sentence/sanction in committal proceedings.
>
> (2) Sentences/sanctions are fact specific.
>
> (3) The Court should bear in mind the desirability of keeping offenders and, in particular, first-time offenders, out of prison: *Templeton Insurance Ltd v Thomas* [2013] EWCA Civ 35 and *Otkritie International Investment Management Ltd v Gersamia* [2015] EWHC 821 (Comm).

(4) Imprisonment is only appropriate where there is "serious, contumacious flouting of orders of the court": see *Gulf Azov Shipping Company Ltd v Idisi* [2001] EWCA Civ 21 at [72] (Lord Phillips MR).

(5) The key questions for the Court are the extent of the Defendant's culpability, and the harm caused by the contempt: see *Otkritie International Investment Management Ltd v Gersamia* (above).

(6) Committal to prison may serve two distinct purposes: (a) punishment of past contempt and (b) securing compliance: see *Lightfoot v Lightfoot* [1989] 1 FLR 414 at 414–417 (Lord Donaldson MR).

(7) It is good practice, for the Court's sentence to include elements of both purposes (punishment and compliance) to make clear what period of committal is regarded as appropriate for punishment alone, i.e. what period would be regarded as just if the contemnor were promptly to comply with the order in question: see *JSC Bank v Soldochenko (No 2)* [2012] 1 WLR 350.

(8) Committal may be suspended: see CPR Part 81.9(2). Suspension may be appropriate: (a) as a first step with a view to securing compliance with the Court's orders: see *Hale v Tanner* [2000] 1 WLR 2377 at 2381; and (b) in view of cogent personal mitigation: see *Templeton Insurance Ltd v Thomas* [2013] EWCA Civ 35.

(9) The Court may impose a fine. If a fine is appropriate punishment it is wrong to impose a custodial sentence because the contemnor could not pay the fine: see *Re M (Contact Order)* [2005] EWCA Civ 615.

(10) Sequestration is also available as a remedy for contempt: see CPR Part 81.9(2)."

17. The Court of Appeal in *Business Mortgage Finance* also cited (at §120) the following checklist of factors, derived from *Crystalmews v Metterick* [2006] EWHC 3087 and *Asia Islamic Trade Finance Fund v Drum Risk Management* [2015] EWHC 3748 (Comm), some of which overlap with the principles summarised in *Crosland*:

"(a) whether the claimant has been prejudiced by virtue of the contempt and whether the prejudice is capable of remedy;

(b) the extent to which the contemnor has acted under pressure;

(c) whether the breach of the order was deliberate or unintentional;

(d) the degree of culpability;

(e) whether the contemnor has been placed in breach of the order by reason of the conduct of others;

(f) whether the contemnor appreciates the seriousness of the deliberate breach;

(g) whether the contemnor has co-operated;

(h) whether there has been any acceptance of responsibility, any apology, any remorse or any reasonable excuse put forward."

18. Where the court decides, having considered all of the factors set out above, that a period of committal is the appropriate sentence, s. 14(1) of the Contempt of Court Act 1981 limits the term of a committal for contempt to two years in the case of committal by a superior court. This represents the maximum penalty that can be imposed on any one occasion, including in circumstances where several contempts are being dealt with together: *Villiers v Villiers* [1994] 1 WLR 493, p. 499F–G.

19. That statutory maximum term may, as indicated above, be reduced where there has been an admission of contempt. The weight to be given to an admission is, however, fact-specific and the timing of the admission will be an important factor: *Lakatamia Shipping v Su* [2021] EWCA Civ 1355, [2022] 4 WLR 2, §§23–4. In *Liverpool Victoria Insurance v Zafar* [2019] EWCA Civ 392, [2019] WLR 3833, §68, the court considered that a maximum reduction of one-third of the term would be appropriate when the contempt has been admitted as soon as proceedings are commenced, with a sliding scale thereafter down to about 10% where the admission was not made until trial. The *Sentencing Council: Reduction in Sentence for a Guilty plea: Definitive Guideline* (June 2017) likewise states that the reduction should be decreased to a maximum of one-tenth for an admission on the first day of trial. In *Lakatamia v Su*, however, the court emphasised at §§24–6 that there may be exceptional cases where the judge is entitled to consider in all the circumstances that credit for an admission is not appropriate. On that basis the court upheld a decision not to given any credit for admissions which came very late following vigorous denials, as a result of which little time or money was saved, and where Mr Su had remained determinedly non-compliant with the orders made against him.

20. In a case concerning multiple offences, I note the endorsement by Snowden LJ in *Khawaja v Stefanova* [2023] EWCA Civ 1201, §§46 and 49, of the structured approach to sentencing for criminal cases set out in the *Sentencing Council Guideline on Totality* (current version July 2023). The guideline sets out a general approach for sentencing as follows: (1) consider the sentence for each individual offence; (2) determine whether the case calls for concurrent or consecutive sentences; when sentencing three or more offences a combination of concurrent and consecutive sentences may be appropriate; (3) test the overall sentence against the requirement that the total sentence is just and proportionate to the offending as a whole; (4) consider and explain how the sentence is structured in a way that will be best understood by all concerned.

21. It is also necessary for the court to consider whether any sentence should be suspended. As to that, Edis LJ noted in *R v Arie Ali* [2023] EWCA Crim 232, §§18 and 22, that sentencing courts should take into account the impact of the current very high prison population, particularly when considering shorter sentences. Subsequent guidance from the Chairman of the Sentencing Council dated 20 March 2023 repeated that the high prison population is a factor to be taken into account when deciding whether to impose

an immediate custodial sentence or a suspended sentence. More recently in *UK Insurance v Syed Ali* [2024] EWHC 30 (KB), Pepperall J noted at §52 that this factor will principally arise in cases like *Arie Ali* where the judge is considering a short prison sentence which might properly be suspended.

22. Suspension of a sentence might be considered, in particular, as a means of securing compliance with orders in respect of which the defendant is in continuing breach. An alternative to a suspended sentence might, in an appropriate case, be the adjournment of the sentence, possibly combined with an indication of what sentence would have been imposed if the matter had not been adjourned, together with a clear statement of what the consequences of the defendants' conduct in the intervening period will be: *Wigan Borough Council v Lovett* [2022] EWCA Civ 1631, [2023] 1 WLR 1443, §45.

The specific contempts

23. It is necessary to start by describing the specific contempts, and assessing their seriousness and the effect of the contempts on the claimants. I will address the contempts in the order in which they have been pleaded by the claimants. As Mr Bailey explained, this followed (approximately) the order in which the breaches and other contempts were discovered by the claimants, with further contempts being added by way of amendments to the claimants' statement of case. As a result there is some overlap between the issues to which the contempts relate.

24. The contempts alleged by the claimants, which have now been (albeit belatedly) admitted by Mr Ong, consist of breaches of the WFO, failure to comply with disclosure obligations under orders made both before and after the trial; making false statements as to his assets in a schedule of assets provided on 22 May 2020 pursuant to the WFO (the **Schedule of Assets**) and an affidavit of assets confirming that schedule, sworn on 3 June 2020 (the **Affidavit of Assets**), and/or in a Statement of Affairs signed with a statement of truth and dated 14 November 2022 (the **Statement of Affairs**), which was provided to the claimants on the first day of the trial; failing to provide information relating to investment projects as required by the trial order; and failing to pay an interim costs order and the judgment sum due under certain paragraphs of the trial order.

25. **Counts 1A and 1B: dissipation of the Amphora wine portfolio, and knowingly making a false statement in an affidavit.** One of Mr Ong's assets listed on his Schedule of Assets was a wine investment portfolio held on his behalf by Amphora Portfolio Management Ltd, valued at £150,000. On or around 27 November 2020, unbeknownst to the claimants, Mr Ong sold the portfolio to a "friend", Mr Yoganathan Ratheesan, for a price of £100,000. That sum was paid to the bank account of one of Mr Ong's companies that was not subject to the WFO and was therefore not frozen.

26. The breach was communicated to the claimants by Mr Ong's solicitors on 4 February 2022, in a letter saying that Mr Ong had "unwittingly" breached the WFO by using the proceeds of the sale to pay his previous solicitors (Cardium), but overlooking the requirement to first inform the claimants where the money was coming from. The letter asked the claimants for retrospective approval of the transaction. After repeated requests by the claimants for further information, leading to a threatened application for a debarring order if that information was not provided, Mr Ong eventually swore an affidavit on 24 June 2022 (the **Amphora affidavit**). In that affidavit he stated that he

had "inadvertently" breached the terms of the WFO but that the funds had been used to pay his former solicitors.

27. Mr Ong refused, however, to provide bank statements showing that the sums received from the sale of the wine portfolio had been used to pay Cardium. The claimants therefore made an application for disclosure of those statements, which resulted in the July 2022 disclosure order. The relevant bank statements were eventually provided on 15 July 2022 pursuant to that order. Those statements revealed that the proceeds of the sale of the Amphora Wine were within days of receipt transferred to Mr Ong's wife (£30,000) and used to defray business expenses of Mr Ong's companies (the remaining £70,000). While Mr Ong's former solicitors were paid £50,000 on 31 December 2020 and another £50,000 on 6 April 2021, those payments came from different funds, the £100,000 from the sale of the Amphora Wine having long since been dissipated for other purposes. The explanation given in the Amphora affidavit (as well as the letter from his solicitors on 4 February 2022, presumably written on instructions) was therefore false, and knowingly so. Mr Ong had knowingly breached the WFO order by selling the Amphora Wine and dissipating the proceeds.

28. In his November 2023 defence and supporting affidavit, Mr Ong maintained that the proceeds of the wine sale were spent on his legal advice. He has now abandoned that claim and admits both the breach of the WFO by the sale of the wine portfolio, and the false statements subsequently made in the Amphora affidavit as to the use of the proceeds of that sale.

29. This was a very serious breach of the WFO. The dissipation of the asset which might otherwise have been available in part-satisfaction of the very large judgment debts owed by Mr Ong has necessarily caused significant and irremediable prejudice to the claimant, in circumstances where Mr Ong is now a bankrupt and has not paid anything whatsoever of the judgment sums. The breach is, moreover, aggravated by the fact that Mr Ong went to great lengths to seek to cover up his wrongdoing by putting forward an entirely fabricated explanation for the asset sale, and attempting to withhold disclosure of the bank statements which would reveal that fabrication.

30. **Count 2: dealing with Mr Ong's interest in Sylvan Lodge.** On 10 December 2020 and 11 March 2021 respectively Mr Ong and his wife granted two separate third party charges over their interest in their family house Sylvan Lodge, as security in favour of borrowings of two companies controlled by Mr Ong. One of those companies was CGW, the sixth defendant to the trial claim, which in August 2022 was put into compulsory liquidation. It appears that the charges secured borrowing by CGW of over £6.5m. Mr Ong's November 2023 defence contended that this fell within the exception in the WFO for transactions in the ordinary course of business. Mr Ong now no longer maintains that, and accepts that the charging of his property was a breach of the WFO.

31. Again, this was a very serious breach of the WFO, dealing with and diminishing the value of a very significant asset, resulting in significant and irremediable prejudice to the claimant given Mr Ong's financial situation. The breach is (again) aggravated by the fact that Mr Ong admits, under Count 7, that he has also breached his disclosure obligations under the post-judgment WFO by failing to provide information in relation to the charges on Sylvan Lodge. As a result, the claimants have been unable to quantify the precise amount of the exposure under the charges.

32. **Count 3: breaches of the weekly ordinary living expenses allowance.** The WFO permitted Mr Ong to spend up to £1500 a week towards his ordinary living expenses. That allowance was breached 59 times in the 88-week period between 14 December 2020 and 28 August 2022, by opening a Monzo account which was not disclosed to the claimants and therefore not frozen under the WFO. That account was only disclosed on 8 September 2022, at which point Monzo was served with the freezing orders and the account was frozen. The scale of this breach is extraordinary: during the 88-week period, Mr Ong spent a total of £594,248.80, which was a weekly average of £4,457.37, exceeding the permitted allowance in the WFO by a sum of £392,248.80. On 13 occasions Mr Ong spent more than £15,000 in a single week: more than 10 times the weekly allowance. On 22 further occasions he spent more than £4,500 in a single week, more than three times the weekly allowance.

33. Mr Ong's November 2023 defence suggested that the monies in the account did not belong to Mr Ong or were not subject to the WFO. Those arguments are no longer pursued by Mr Ong, who now accepts that this spending was in breach of the WFO.

34. Again, these spending breaches were very serious breaches of the WFO. It is now apparent that Mr Ong spent vast sums in flagrant disregard for the spending limits under the WFO, by the device of operating a bank account concealed from the claimants. He thereby diminished his assets by almost £400k more than his permitted allowance, causing very significant and irremediable prejudice to the claimants.

35. **Count 4: breaches of disclosure obligations.** Count 4 alleges that Mr Ong failed to provide bank statements in respect of his Singaporean bank accounts at OCBC and UBS, disclosure of which was specifically required under the September 2022 disclosure order and the post-judgment WFO. In respect of his OCBC bank account, statements for the period 1 March 2021 to 23 February 2023 have still not been provided. In respect of his UBS account, some statements dating from 2017–2019 were provided in September 2022, but it was not until September and October 2023 that Mr Ong provided statements for the period up to 31 March 2023, with further statements provided in November 2023. As set out under Count 7, further statements remain missing.

36. Mr Ong claimed in his November 2023 defence that there was no material breach in relation to the OCBC statements since that account was closed. No evidence substantiating that has, however, ever been provided. Mr Ong also claimed that he could not control the dates on which he obtained the UBS statements from the bank. He no longer pursues these submissions, and admits the breaches of these disclosure obligations in relation to both of these accounts.

37. As Jackson LJ recognised in *JSC BTA Bank v Solodchenko (No. 2)* [2011] EWCA Civ 1241, §55, freezing orders, and the disclosure provisions which typically form part of freezing orders, are made for a good reason, which is to prevent the dissipation of assets. A substantial breach of the disclosure provisions of a freezing order is therefore a serious matter. In the present case, Mr Ong's failures to provide bank statements have persisted over a number of years since the original WFO, preventing the claimants from taking enforcement action in relation to any sums held in these accounts.

38. There are, moreover, two aggravating factors in this case. The first is that in his 3 June 2020 affidavit Mr Ong said that his account with UBS Singapore was not a

transactional account and there were therefore no bank statements to supply in relation to it. That statement was entirely false: the statements eventually provided show that Mr Ong's UBS account is indeed a transactional account. It is also apparent that it was extremely easy for Mr Ong to obtain the statements that he was required to disclose. An email chain shows that when he (finally) asked UBS for those statements on 15 November 2023, the relevant statements were sent to him the following day. In those circumstances it is particularly extraordinary that it took Mr Ong so long to obtain these to provide to the claimants.

39. The second point of note is that once the claimants eventually obtained the UBS statements, those statements revealed that the value of Mr Ong's UBS investment portfolio, as set out on his Schedule of Assets, was grossly inflated, such that the claimants' (considerable and expensive) efforts to attach this asset were entirely wasted. This is addressed under Count 7.

40. **Counts 5 and 6B: failure to pay costs order and judgment sums not subject to appeal.** The September 2022 disclosure order required Mr Ong to pay the claimants' costs in the sum of £38,000 by 15 September 2022. That sum was never paid, and Mr Ong has not ever provided any reason for failing to comply with the order. Nor has Mr Ong paid judgment sums of £1,659,500 and £290,041 due to the third claimant under the trial order and consequentials order respectively, despite those sums not being the subject of any appeal by Mr Ong.

41. Mr Ong has now admitted these breaches and has not, save for his general excuses set out below, provided any explanation for his failure to pay the sums due under these orders. The claimants do not, however, contend that these failures to pay the sums due under court orders fall within the limited circumstances in which, under the Administration of Justice Act 1970, s. 11, a committal order may be made in respect of default in payment of a debt. The claimants do not, therefore, seek an order of committal or indeed any other order in respect of these Counts of contempt, but maintain these allegations to illustrate Mr Ong's persistent breaches of court orders.

42. **Count 6A: breaches of the requirement to provide information under the trial order.** The trial order required Mr Ong to provide specified information about three property development projects in Dublin, Bermondsey and Newham (Cooks Road). Mr Lim had, as set out in the trial judgment, invested substantial sums in those projects, but had received very little information about what had become of his investments. In breach of the trial order Mr Ong has failed to provide any information whatsoever about those three projects; nor has he provided any explanation of why he cannot do so, beyond a bare assertion (made for the first time in his November 2023 affidavit) that he no longer has the necessary information.

43. That assertion is wholly inexplicable, given Mr Ong's repeated confirmation to the court at the consequentials hearing on 23 February 2023 that he would be able to provide the information regarding these projects within four weeks. Mr Ong has not provided any evidence of any of the steps taken by him (if he did take any steps) since that hearing to obtain the relevant information. His admission that he has breached this order now amounts to an admission that he has not taken reasonable steps to obtain the information required.

44. These are, again, serious breaches of the trial order. Mr Lim invested very large sums in these projects. In the case of the Bermondsey and Cooks Road projects, Mr Lim invested a total of almost £2.5m, in relation to which he has received only an "interim profit distribution" of around £612k for the Bermondsey project. The remainder of his investment remains entirely unaccounted for. In relation to the Dublin project, around €88k of Mr Lim's investment has not been returned and likewise remains unaccounted for. The very substantial missing sums have simply disappeared into the ether, with Mr Ong failing to provide any meaningful information about where those sums have gone and what has happened to the projects. Without that information, Mr Lim has no hope of being able to recover any of his investments, or even to ascertain whether recovery might be possible.

45. **Count 7: breaches of disclosure obligations; knowingly making false statements in affidavits and Statement of Affairs; dissipation of assets.** This includes a series of allegations which it is appropriate to address separately. First, I will address the matters on which Mr Ong set out contradictory information in his initial Schedule of Assets as compared with the Statement of Affairs produced at the trial. In some of these cases there are also breaches of disclosure obligations. Second, I will address further breaches of disclosure obligations. Third, there are some remaining important breaches which do not fall under either of these categories.

46. Starting with the assets for which contradictory information was given by Mr Ong in his Schedule of Assets and subsequent Statement of Affairs, the claimants' pleaded case was that, given the contradictory information, either the initial Schedule of Assets contained false information, or the Statement of Affairs contained false information, or Mr Ong had dealt with his interest in the relevant asset in breach of the WFO in the time period between the two statements. Mr Ong's blanket admission of the claimants' case did not explain which of the alternative cases Mr Ong was admitting. Mr Ong did, however, put forward various explanations in his November 2023 defence and affidavit, from which the basis of Mr Ong's admissions can be inferred. At the hearing, therefore, the claimants' case was based on Mr Ong's admissions as read together with his further explanations; Mr Bowers confirmed that he was content for the court to proceed on that basis as the foundation of the specific findings of contempt under this count (noting that the basis for the admission was not likely to make any material difference for the purposes of sentence).

47. In this category, there are five assets which were included in the original Schedule of Assets but were not included in the Statement of Affairs, where Mr Ong has subsequently said that the inclusion of the assets on the original Schedule of Assets was a mistake (i.e. that the position was correctly stated on the Statement of Affairs):

    i) **Graphite Square**. This was listed in the Schedule of Assets as a property investment with a value of £250,000. By the time of the Statement of Affairs, however, it had disappeared from his list of assets. Mr Ong's subsequent explanation was that he never had any interest in this property.

    ii) **Shares in Diamond**. The Schedule of Assets listed 271,000 shares in a company, Diamond Manufacturers Ltd, said to have a value of £650,000. Again, this was not included in the Statement of Affairs. Mr Ong's subsequent explanation was that the shares belonged to his wife. The disclosure provided by Mr Ong confirms not only that these shares do indeed belong to Mr Ong's wife, but also that only

271 shares are held by her. The Schedule of Assets therefore not only claimed shares not belonging to Mr Ong, but multiplied the number of those shares by 1,000.

iii) **Porsche car**. The Schedule of Assets listed a Porsche car with a value of £30,000. Again, this was not included in the Statement of Affairs. Mr Ong's subsequent explanation was that he had gifted it to his wife after purchase, and should not have been listed in his Schedule of Assets. The V5 log for the car confirms that Mr Ong's wife is indeed the registered keeper of the vehicle. Mr Ong claimed that his "mistaken" reference to the car on the Schedule of Assets was caused by the "shock and pressure" on him. It is, however, implausible that he would have forgotten that he had gifted the vehicle to his wife, particularly given that it bears a personalised number plate of M155 ONG.

iv) **Malaysian residential property.** This was listed in the Schedule of Assets as a property in Mr Ong's sole name with a value of £600,000. The Statement of Affairs stated, however, that it was jointly owned with Mr Ong's wife. Mr Ong's position is that the Statement of Affairs was correct on this point.

v) **Marbella apartment.** This was listed in the Schedule of Asserts as a property in Mr Ong's sole name with a value of £300,000. This was not, however, included in the Statement of Affairs. Mr Ong's explanation was that it was in fact owned by his ex-wife from the outset, that she paid the mortgage on the property, and that he simply stayed there occasionally. Assuming that to be the case, it is quite extraordinary that Mr Ong listed this on his Schedule of Assets. The claimants have not, however, been able to verify the ownership of the property definitively because of Mr Ong's failure to provide purchase documentation, in breach of his disclosure obligations under the post-judgment WFO.

48. The claimants invited me to find, on the basis of Mr Ong's subsequent explanations taken together with his blanket admission of liability, that Mr Ong falsely inflated the value of his assets in his Schedule of Assets in respect of these assets, by including them when he knew that they were not in fact assets owned (or solely owned) by him. As noted above, that position was not opposed by Mr Ong's counsel. I therefore find that Mr Ong knowingly included false statements in his Schedule of Assets (and his corresponding affidavit verifying that Schedule of Assets) as regards the assets set out above.

49. In addition to the five assets set out above, there are four assets which were set out in the Schedule of Assets, but not subsequently listed in the Statement of Affairs, for which Mr Ong says that the omission from the Statement of Affairs was a mistake (i.e. that the position was correctly stated on the Schedule of Assets):

i) **Pension with Royal London.** This was listed in the Schedule of Assets with a value of £100,000, but omitted from the Statement of Affairs.

ii) **Debenture at Wentworth Golf Club.** This was listed in the Schedule of Assets but omitted from the Statement of Affairs. The value is estimated to be around £150,000.

iii) **Painting**. The Schedule of Assets listed an (otherwise unidentified) painting at Sylvan Lodge said to have a value of £10,000. Mr Ong has subsequently said that it was a mistake to have omitted this from the Statement of Affairs, albeit that he now says that the value of the painting is around £5,000, not £10,000.

iv) **Malaysian commercial properties**. The Schedule of Assets included properties said to be valued at £400,000, which were omitted from the Statement of Affairs. These are properties in respect of which Mr Ong is also in breach of his disclosure obligations under the post-judgment WFO.

50. The claimants invited me to find, on the basis of Mr Ong's subsequent explanations taken together with his blanket admission of liability, that Mr Ong knowingly omitted these assets from his Statement of Affairs. Again, as noted above, that position was not opposed by Mr Ong's counsel. I therefore find that Mr Ong's statement in his Statement of Affairs that "the facts set out in this statement of affairs are a full, true and complete statement of my affairs as at 14 November 2022" was knowingly false.

51. Next, there are two further allegations of breaches of disclosure obligations:

i) **Missing bank statements.** The claimants have set out a series of missing bank statements in respect of two Barclays accounts, the Monzo account, two Metro accounts and a Citibank account. Mr Ong now admits that his failure to provide these statements constitutes breaches of the post-judgment WFO and the September 2023 disclosure order. Mr Ong has, however, taken no steps whatsoever to remedy those breaches by providing the missing bank statements.

ii) **Sylvan Lodge.** Mr Ong admits that he has breached his disclosure obligations under the post-judgment WFO by failing to provide information in relation to his charges on Sylvan Lodge. As a result, the claimants have been unable to quantify the precise amount of the borrowing which Mr Ong secured under the charge, and the consequent diminution of Mr Ong's equity in the property.

52. There are three remaining allegations under this Count, which are as follows:

i) **Interest in racehorses.** The Schedule of Assets listed an interest in five racehorses valued at £65,000. That interest was not set out in the Statement of Affairs, with Mr Ong's explanation being that he no longer had any interest in those horses. The claimants therefore contend that Mr Ong has disposed of his interest, in breach of the WFO. That allegation is now admitted by Mr Ong.

ii) **UBS investment account.** Both the Schedule of Assets and the subsequent Statement of Affairs listed an interest in the UBS investment account (referred to at §35. above) valued at £2.5m. On that basis the claimants commenced proceedings in Singapore in an attempt to attach the funds in that account, only to discover that Mr Ong in fact had significant net *liabilities* to UBS. It now appears from the information provided by UBS that by the time the Schedule of Assets was provided, Mr Ong's total net assets in his UBS portfolios were valued at USD -643,204, and by the time of the Statement of Affairs that value was USD -455,536. Mr Ong has now admitted that he knowingly provided a completely false valuation of the UBS investment account in both the Schedule of Assets and the Statement of Affairs.

iii) **Revolut account.** In his November 2023 affidavit, Mr Ong revealed that after his Monzo account was frozen in September 2022, he opened a further bank account with Revolut, which he again concealed from the claimants. Mr Ong has now admitted that his use of the Revolut account breached the WFO, and that he knowingly made a false statement about this in an affidavit dated 27 July 2023, where he stated that "no UK bank accounts have been opened by me since 6 July 2022". This breach is aggravated by the fact that the Revolut bank statements which have now been provided by Mr Ong revealed that a payment had been made into the Revolut account from a further account in the name of Mr Ong, which does not correspond to any bank account disclosed by Mr Ong. Notwithstanding repeated enquiries by the claimants, Mr Ong has refused to provide any information about that further bank account.

53. The contempts listed under this Count constitute a series of knowingly false statements in affidavits and the Statement of Affairs, and serious and persistent breaches of the WFO and post-judgment WFO. They show Mr Ong to have acted in total disregard of the obligations imposed upon him by court orders. He appears to have made little or no effort to provide accurate information as to his assets so as to enable enforcement by the claimants; and he has conducted himself in flagrant breach of the orders made against him by disposing of assets and opening a succession of undisclosed bank accounts in an attempt to circumvent the strictures of the freezing orders. The effect of these contempts has been to diminish the pool assets available for the enforcement of the judgment, and to hinder the claimants' ability to gain accurate information regarding the remaining assets which might be available to satisfy the judgment debt. This has included (in particular) the claimants' wasted time and expenditure in seeking to attach the purported £2.5m UBS investment portfolio, only to discover that the portfolio had a negative value.

General points relevant to all of the contempts

54. Mr Ong has now entirely admitted all of the breaches relied upon by the claimants. The effect of his admissions is that he must be taken to admit all of the factors establishing contempt, namely that he knew of the terms of the relevant orders; that he acted or failed to act in a manner which involved the breaches of the relevant orders pleaded by the claimants; and that he knew of the facts which made his conduct a breach: *Masri v Consolidated Contractors* [2011] EWHC 1024 (Comm), §150.

55. All of the orders which the claimants allege were breached carried prominent penal notices, and there is no suggestion by Mr Ong that he was unaware of any of the terms of those orders. All of the orders were either personally served on Mr Ong or contained provisions to dispense with personal service, save for the order continuing the initial WFO on 3 June 2020. In respect of that order, the claimants have made an application for an order retrospectively dispensing with the requirement of personal service, and that application is not opposed by Mr Ong.

56. There is no longer any suggestion that Mr Ong's actions were unintentional. On the contrary, the effect of Mr Ong's blanket admission is that he admits that, as pleaded by the claimants, he knowingly breached the relevant orders and knowingly included false statements of his assets in multiple affidavits and in his Statement of Affairs. He accepts that his culpability in this case is high and that the failure to comply with court orders will typically attract penalties at the upper end of the scale.

57. In the circumstances, and given Mr Ong's bankruptcy, there is no suggestion by either the claimants or Mr Ong that a fine would be an appropriate sanction. Mr Ong relies, however, on a number of mitigating factors which he says are relevant both to the length of the sentence that should be imposed, and to the question of whether the court should impose a suspended sentence rather than an immediate committal. Those factors are as follows.

58. First, Mr Ong now fully admits all of the contempts alleged by the claimants. That admission has significantly reduced the length of the present hearing. The trial of the claimants' committal application was originally listed for five days; in the event, as a result of Mr Ong's admission of the totality of the claimants' allegations, the hearing has proceeded as a hearing of sanction only and has occupied only a day of court time.

59. That admission must, however, be seen in context. The contempt application was initially met with a vigorous defence from Mr Ong, who denied almost all of the allegations, contending that the breaches that were admitted were unintentional or inadvertent. Only following his bankruptcy, change of solicitors and last-minute adjournment of the hearing scheduled for December did Mr Ong finally change heart in January 2024. Mr Ong's admission must, in those circumstances, be regarded as equivalent to an admission made at the start of the trial. By the time it was made, the claimants had already prepared for what would have been a contested hearing on almost all aspects of their application, resulting in very significant wasted costs on their part. I will address further below the reduction that I consider should be made to Mr Ong's sentence in light of his admissions, and in the context of these comments.

60. Second, Mr Ong has now offered profound apologies to both the claimants and the court for his conduct. That apology was repeated on his behalf by Mr Bowers at the hearing. It is notable, however, that even with the assistance of a new firm of solicitors (his sixth in these proceedings) and the instruction of both leading and junior counsel, Mr Ong has not made any attempt to rectify any of his continuing breaches of his disclosure obligations. Nor has Mr Ong provided any of the information required under the trial order in relation to the Dublin, Bermondsey and Cooks Road projects. It is difficult, therefore, to avoid the conclusion that Mr Ong's admissions of liability and expressions of remorse are a last-ditch attempt to avoid a significant custodial sentence, rather than being born out of a genuine willingness to make amends by (finally) producing transparent and detailed information about his assets and the projects in which Mr Lim invested. I do not, therefore, regard Mr Ong's apology as a factor which carries any significant weight by way of mitigation of his conduct.

61. Third, Mr Ong says that his contempts may in part be explained by the pressures of this litigation, his growing debts and the Covid-19 pandemic, which he says combined to overwhelm him and caused him to dissipate assets in order to satisfy his creditors. He says that his behaviour was motivated in part by an overriding responsibility to Mr Lim and a desire not to let the Greenacre companies, one of which was 50% owned by Mr Lim, collapse; and that this led him to take misconceived risks such as the charges on Sylvan Lodge.

62. I am afraid that I simply do not accept that explanation. There is no doubt that Mr Ong must have felt under considerable pressure as a result of the litigation and his very considerable debts. But that does not in any way explain, let alone excuse, his wholesale disregard of the orders that were in place to try and preserve such assets as

remained. In so far as Mr Ong genuinely wished to ensure the continuation of his businesses through legitimate trading, the WFO contained the usual *Angel Bell* exception permitting him to do so. Mr Ong did not, however, avail himself of that provision. Moreover, Mr Ong's willingness to fabricate his statements of assets and to dissipate assets that were available, in flagrant and persistent breaches of the freezing orders made against him, contradicts any suggestion that he might have had Mr Lim's interests in mind. As for the Covid-19 pandemic, the suggestion that this in any way contributed to Mr Ong's behaviour is pure assertion, without any evidential support whatsoever.

63. Fourth, it is noted that Mr Ong is now 68 years old, and inevitably less resilient to the effects of imprisonment than a younger defendant. It is said that he suffers from type-2 diabetes, high cholesterol and high blood pressure; that his mental health has deteriorated; and that he suffered badly from Covid-19 in 2020 since when he has lost a considerable amount of weight. There is, however, no medical evidence before me as to Mr Ong's state of health, still less any evidence to suggest that Mr Ong has medical issues of such seriousness as to impact upon the court's decision regarding a custodial or a suspended sentence. Mr Bowers fairly acknowledged that he could not contend that Mr Ong suffered from any "serious medical conditions requiring urgent, intensive or long-term treatment" within the meaning of the list of factors going to personal mitigation in the *Sentencing Council General guideline: overarching principles.* I do not, therefore, consider that I can give these factors any significant weight in my assessment.

64. Fifth, Mr Ong says that an immediate custodial sentence would have a negative impact on his wife, whose mental health has also suffered as a result of this litigation, and wider family members, including children and grandchildren. I do not consider that I can place any weight on this factor. Mr Ong's wife is 47 years old, very significantly younger than Mr Ong, and there is no evidence suggesting that she is dependent on Mr Ong for her daily needs. As for Mr Ong's children, they are independent adults and it is not suggested that he has any caring responsibilities for them or his grandchildren.

65. Sixth, Mr Ong says that he is of good character with no previous convictions, and has already been punished for his conduct in these proceedings through the confiscation of his passport, which led him to miss the death and funeral of his father-in-law in Malaysia in December 2023. Again, I place no significant weight on these matters. Mr Ong's claims to good character are undermined both by the findings in the trial judgment of fraud and misuse of funds on an immense scale, over a period of some years and relating to a whole series of different projects, and by the fact that Mr Ong has acted in wholesale disregard of the court orders made from the very outset of these proceedings. As for the fact that Mr Ong was unable to travel abroad for a family funeral, the passport confiscation order was made in an attempt to secure Mr Ong's compliance with court orders (including his attendance at this hearing). The making of that sort of order cannot amount to the sort of mitigation which might serve to reduce his sentence, in the circumstances of this case.

66. Seventh, Mr Bowers said at the hearing that although Mr Ong had repeatedly failed to remedy his multiple breaches of the disclosure and information provision orders, he was now being assisted by a longstanding family friend, Mr Paul Ong, who is a Malaysian insolvency lawyer who has taken a leave of absence from work to travel to the UK in order to help Mr Ong to sort out his affairs. That might, Mr Bowers

submitted, lead the court to consider the suspending of the sentence, in order to enable Mr Ong to cooperate with Mr Paul Ong such that the outstanding information could finally be provided to the claimants.

67. I am afraid that I am unable to place any weight on this submission. There is no evidence before the court at all as to Mr Paul Ong's qualifications or his ability to assist Mr Ong. In particular, there was no explanation and evidence as to why Mr Paul Ong would be in a better position to assist Mr Ong with the provision of missing information than the multiple teams of solicitors and counsel who have been instructed by Mr Ong since the outset of these proceedings. The reliance on Mr Paul Ong has, moreover, come about as late in the day as could possibly be imagined. The skeleton argument provided by Mr Ong's counsel for the hearing made no mention of Mr Paul Ong's involvement, nor were the claimants told of this before the hearing. The first that the claimants and the court were told about the position of Mr Paul Ong, and the suggestion that the sentence could be suspended to enable Mr Paul Ong to assist Mr Ong, was towards the end of Mr Bowers' submissions at the hearing.

68. Realising the lateness of this submission, and the absence of any evidence to support it, Mr Bowers finally suggested that the hearing might be adjourned to enable further instructions to be taken regarding the position of Mr Paul Ong, and potentially even to enable Mr Paul Ong to give evidence at the hearing. I unhesitatingly refused that request. This hearing is the culmination of an application made by the claimants in June 2023. Mr Ong has had since then to prepare for the hearing and consider whatever evidence he might want to adduce. While acting as a litigant in person at the outset of that period, he has since December 2023 been represented by both solicitors and counsel, and has had more than two months since then to give them instructions to enable them to prepare for this hearing. It is far too late for him to seek to adduce new evidence, on the basis of a submission made for the first time at the hearing itself.

69. Finally, Mr Bowers referred to the comments made in cases such as *Arie Ali* regarding the current very high prison population. As noted in *UK Insurance v Syed Ali*, however, this will primarily be of relevant for shorter sentences, and in *Arie Ali* the sentence was one of six months. As I will set out below, in the circumstances of this case and having regard to the gravity of the contempts, the only appropriate sentence is one which is close to the statutory maximum term. This is not, therefore, a situation where suspension of the sentence would be appropriate on these grounds.

Overall assessment of sentence

70. Having regard to the assessment of the gravity and impact of the contempts set out above, Mr Ong's culpability, and my comments on the mitigating factors relied on by Mr Ong, the only appropriate sentence in this case is a custodial sentence. As I have already noted, a fine would be pointless given Mr Ong's bankruptcy. It would not, moreover, reflect the seriousness and persistence of his contempts.

71. My assessment of the starting point for the sentences in relation to each of the Counts of contempt set out by the claimants is as follows:

    i) **Counts 1A and 1B:** dissipation of the Amphora wine portfolio, and knowingly making a false statement in an affidavit: **10 months**, to run concurrently with the

sentence for Count 3. This period is entirely punitive; there is no element of compliance since these contempts are wholly historic.

ii) **Count 2:** dealing with Sylvan Lodge: **10 months**, to run concurrently with the sentence for Count 3. This period is entirely punitive; there is no element of compliance since the contempt is wholly historic.

iii) **Count 3:** breaches of the weekly ordinary living expenses allowance: **12 months**. This period is entirely punitive; there is no element of compliance since the contempts are wholly historic.

iv) **Count 4:** breaches of disclosure obligations in relation to the OCBC and UBS bank accounts: **4 months**, to run concurrently with the sentence for Counts 6A and 7. Three months of this sentence are punitive; one month is designed to secure compliance.

v) **Count 6A:** breaches of the requirement to provide information under the trial order: **10 months**, to run concurrently with the sentence for Count 7. Six months of this sentence are punitive; four months are designed to secure compliance.

vi) **Count 7:** breaches of disclosure obligations; false statements in affidavits and Statement of Affairs; dissipation of assets: **12 months**. Eight months of this sentence are punitive; four months are designed to secure compliance.

72. No sentence is imposed for Counts 5 and 6B.

73. The effect of that is to impose, as a starting point, the statutory maximum sentence of **two years.** I consider that this is, overall, a manifestly proportionate sentence for the contempts which are set out above. Mr Ong's contempts span a period of (by now) almost four years. They commenced from the very outset of these proceedings, with knowingly false information provided in Mr Ong's initial Schedule of Assets. They continued throughout the proceedings leading up to the trial, during which time Mr Ong continued to misstate his assets, dissipated significant assets in flagrant breach of the various freezing orders, attempted to conceal his wrongdoing by fabricating explanations for what he had done, and steadfastly refused to provide disclosure and information which would enable the claimants to preserve such assets as remained for the purposes of enforcing judgment against him. Mr Ong's breaches have continued since trial, in wilful disregard of the orders made against him. Even after an admission of the entirety of the claimants' contempt allegations, Mr Ong has still not taken any steps to make redress by finally complying with his many outstanding disclosure and information obligations.

74. It is well established that the statutory maximum sentence may be justified where a contemnor is in continuing and wilful breach of court orders: *JSC BTA Bank v Stepanov* [2010] EWHC 794 (Ch), §§22–23, citing Lord Donaldson MR in *Lightfoot v Lightfoot* [1989] FLR 414. This is such a case and a two-year sentence is, in these circumstances, amply justified.

75. It remains, however, to consider whether that starting point should be reduced to take account of the full admission of liability made by Mr Ong, albeit belatedly, in January this year. As discussed above, the timing of Mr Ong's admission means that,

effectively, it was equivalent to an admission made at the start of the trial. The guidelines set out at §19. above indicate that, in those circumstances, the reduction in the sentence should be no more than around 10%. While Mr Bowers' skeleton argument contended that there should be a material reduction in the sentence, and in any event more than 10%, at the hearing he acknowledged that Mr Ong could not in the circumstances expect more than a 10% reduction.

76. I consider that Mr Ong's admission of liability should reduce the sentence by two months, giving a total sentence of **22 months**. That is slightly less than a 10% reduction. This is, however, a case where Mr Ong's previous denials put the claimants to very considerable expense preparing for a trial of liability which was ultimately abandoned. Moreover, at risk of repetition, despite Mr Ong's admissions he remains persistently and wilfully non-compliant with the orders made against him. In those circumstances, while it is appropriate to allow a modest reduction in the overall sentence to reflect Mr Ong's admissions, I consider that this should be somewhat below 10%.

77. If Mr Ong does now, finally, comply with his outstanding disclosure and information provision obligations which I have set out above, it will be open to him to apply to the court to remit part of his sentence. Given the balance of the punitive and coercive elements of the sentence set out above, I consider that any variation on that basis should not reduce the total sentence to less than 18 months. That indication is, however, not binding on a future court considering the matter.

Suspension or adjournment

78. Finally, I need to consider whether the sentence set out above should be suspended or adjourned. I do not consider that it should be. While Mr Ong is not a young man, I have (as noted above) no medical evidence suggesting that he suffers from any health conditions that are so serious as to warrant consideration of a suspended sentence rather than an immediate custodial sentence. Nor do his family circumstances provide any reason to suspend the sentence.

79. I am also, for the reasons given above, entirely unpersuaded that it would be appropriate to suspend or adjourn the sentence on the basis of the presence of Mr Ong's friend Mr Paul Ong. In the light of Mr Ong's persistent non-compliance with court orders during almost four years in which he was represented by multiple sets of solicitors and counsel, I do not accept that the arrival of assistance in the form of a family friend represents a material change such as to bring about a real prospect of compliance. If, however, Mr Ong does finally start complying with his outstanding obligations (whether with the assistance of Mr Paul Ong or others) it will, as I have indicated, be open to him to apply to the court to reduce his sentence on that basis.

80. The sentence will therefore be an immediate custodial sentence.

Conclusion

81. For all of the reasons set out above, I impose an immediate custodial sentence of 22 months.