Neutral Citation Number: [2021] EWHC 2583 (QB)

Case No: Claim Nos: QB-2013-001681
QB-2013-001685

IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 27/09/2021

Before :

THE HONOURABLE MR JUSTICE MORRIS

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Between :

(1) HASSAN KHAN & CO **(2) THE KHAN PARTNERSHIP LLP**	**Claimants**
- and -	
(1) MRS IMAN SAID AL-RAWAS **(2) MR THAMER AL-SHANFARI**	**Defendants**

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Sir Geoffrey Cox QC and Ben Walker-Nolan (instructed by **The Khan Partnership LLP**) for the **Claimants**
The Defendants were not present and were not represented

Hearing dates: 29, 30 and 31 March 2021

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Approved Judgment

I direct that pursuant to CPR PD 39A para 6.1 no official shorthand note shall be taken of this Judgment and that copies of this version as handed down may be treated as authentic.

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Mr Justice Morris :

Introduction

1. By application dated 15 January 2021 Hassan Khan & Co and the Khan Partnership LLP ("the Claimants") seek to commit Mrs Iman Said Al-Rawas ("the First Defendant") and Mr Thamer Al-Shanfari ("the Second Defendant") (together "the Defendants"). The application to commit ("the Application") comprises 14 charges of contempt of court. This is the Court's judgment on breach. For the reasons set out in this judgment and summarised at paragraph 148 below, I find the Defendants guilty of contempt of court. I will consider sentence in due course.

Background

2. The Claimants are two inter-related firms of solicitors. The Second and First Defendants are husband and wife, Omani nationals and are resident in Oman. Between 2006 and 2009 the Claimant acted for the Defendants in relation to substantial litigation. Thereafter the Claimants commenced proceedings against the Defendant for unpaid legal bills on 1 August 2013. By judgments of 14 March 2018 the Defendants were ordered to pay to the Claimants a total sum of in excess of £1.16 million. To date the Defendants have not paid any amount towards those judgment sums. In addition to the judgment sums, subsequently the Claimants have obtained various costs orders against the Defendants.

3. In seeking to enforce the judgment sums and the costs orders, the Claimants applied under CPR 71 to obtain information and documentation from the Defendants. The Part 71 proceedings themselves have a substantial history which I explain below. In summary in May 2018 orders pursuant to Part 71 ("Part 71 Orders") were made requiring each of the Defendants to attend and provide information about their means. The orders, in identical terms, included details of the information that the Defendants were required to produce. The material terms of the Part 71 Orders are set out in Appendix 1 to this judgment. Between then and November 2018, the Defendants failed to attend on four occasions and on two occasions they were found guilty of contempt and suspended committal orders were imposed.

4. Eventually a Part 71 Hearing took place between 4 and 6 December 2018 before myself ("the Part 71 Hearing"). The Defendants attended and produced some documentation and gave oral evidence. Following that hearing various orders were made including an order that costs should be subject to detailed assessment. Following that hearing there was protracted correspondence over the next 6 months. No further documents were produced.

5. Pursuant to my order of 6 December 2018 the process of detailed assessment of costs ensued. Eventually the costs applications were called on before Master Leonard in the Senior Courts Costs Office. The Second Defendant filed a witness statement dated 31 January 2020 ("the January Statement"), in which he repeated certain of the assertions he had made in oral evidence during the Part 71 Hearing. Master Leonard, in his judgment of 13 May 2020 made a number of observations suggesting that the Second Defendant's evidence was substantially incomplete, questionable and in some respects untrue.

6. Following the hearing before Master Leonard, the Claimants conducted their own independent enquiries investigating some of the assertions made by the Defendants in oral evidence during the Part 71 Hearing and by the Second Defendant in the January Statement.

The Application to Commit and the Charges

7. The Application includes a "Schedule of Allegations of Contempt", setting out the 14 charges of contempt ("the Schedule"); a summary of the facts alleged to constitute contempt in respect of each charge and a detailed 93 page affidavit from Lucy Vials, solicitor for the Claimants, setting out the underlying evidence and exhibiting the documents relied upon ("Vials"). The supporting evidence is very detailed and substantial, with the trial bundle running to in excess of 3700 pages. A summary of the charges is set out at Appendix 2 hereto.

8. The Claimants allege that the Defendants have embarked on a persistent and deliberate course of conduct in order to avoid and frustrate payment of the judgment sums by deliberately and dishonestly concealing and obfuscating their assets and interests during the Part 71 process and thereafter.

9. The 14 charges fall into three different types of contempt: breach of a court order (here, the Part 71 Orders (made on 24 May 2018 and 14 November 2018); false statements in oral evidence (namely at the Part 71 Hearing) and false statements verified by statement of truth (namely in the January Statement). The charges can be categorised, by reference to the underlying facts, as follows:

    Charges 1-3 concern the Second Defendant's bank accounts and statements

    Charge 4 concerns the Second Defendant's mortgage documents.

    Charges 5-7 concern the Second Defendant's interest in Zimbabwe.

    Charges 8-12 concern the First and Second Defendant's registered interest in companies.

    Charges 13 and 14 concern the Second Defendant's unregistered beneficial interest in, or control over, companies in Oman.

10. The trial of the Application took place on 29 to 31 March, and, for the reason set out in paragraphs 51 to 54 below, in the absence of the Defendants.

The history of the litigation from 2006 onwards

11. The history of the litigation is relevant not only by way of background, but as important context for the allegations of contempt and the Defendants' behaviour and also for the Court's decision to proceed in the Defendants' absence. For these reasons, I set it out in some detail.

12. Between 2006 and 2009 the Claimants acted for the Defendants in substantial litigation including before the High Court, and in relation to the Second Defendant having been placed on the United States Office of Foreign Assets Control ("OFAC") sanctions list, due to his involvement with the Zimbabwean regime.

13. In the original litigation adverse findings were made about the conduct of the Second Defendant. In a judgment dated 29 June 2007 Mr Recorder Mitchell refused to award the Second Defendant costs, notwithstanding that he was the successful party. He took into account a forged declaration of trust for which he held the Second Defendant responsible and a sham loan agreement for which he held the Second Defendant at least partly responsible. He found that the Second Defendant had invited the proceedings upon himself in that his affairs were conducted with a lack of clarity. Further in a judgment dated 6 September 2006 Mr Justice Ramsay concluded that, in the Second Defendant's evidence in support of a ex party search and seizure and freezing order, there had been serious and deliberate material non-disclosure and further found that his evidence was intended to mislead the court. The Claimants rely upon these findings as relevant to my interpretation of the Second Defendant's conduct in the present matter.

14. The Claimants brought proceedings against the Defendants for unpaid legal bills. By judgment of 14 March 2018, entered in default of answers to Part 18 request, the Defendants were ordered to pay the Claimants the total sum of £1,160,099.24 ("the judgment sums"). Immediately prior to that judgment, the Second Defendant communicated with the Claimants, using the email address hq@nibras.om. Following judgment the Claimants contacted the Second Defendant to discuss settlement. A solicitor's attendance note records that the Second Defendant refused to discuss settlement, stating that he was not afraid of the judgment against him in the UK. He stated that the only way for the Claimant to enforce the judgment would be in Oman and they would "see what happens" if they came to Oman. He said that he had many claims he could bring against Mr Khan.

15. In addition to the judgment sums, the Claimants have since obtained various costs orders against the Defendants, totalling £864,055. They include sums awarded in relation to hearings concerning the Part 71 Orders. To date the only sum that the Defendants have paid has been a part of the unless order of 6 December 2018 such as allow them to challenge the costs proceedings. This is explained further below. As at the close of the hearing on 31 March 2021, taking account of interest which has accrued, the total sums owed by the Defendants was in excess of £2.3 million.

The Part 71 proceedings

16. By way of enforcement of the judgment sums and certain costs orders, the Claimant applied, under CPR 71 to obtain information and documentation from the Defendants. On 24 May 2018 orders pursuant to Part 71 were made requiring the Defendants to attend before Deputy Master Stevens on 6 July 2018 to provide information about their means i.e. the Parts 71 Orders.

17. On 1 June 2018 Master Yoxhall made an order permitting service of "any document in these proceedings" by email to hq@nibras.om, the email address earlier used by the Second Defendant to communicate with the Claimants. Thereafter documents were consistently sent to that email address.

18. The Defendants did not attend the hearing listed for 6 July 2018. On 25 July 2018 Cheema-Grubb J made committal orders against both Defendants, suspended on the basis that they attend before Deputy Master Stevens at a further hearing listed for 31 July 2018. However again the Defendants did not attend. Deputy Master Stevens

referred the suspended committal order to a judge for consideration of the grant of a warrant of arrest. The Deputy Master also ordered the Defendants to make payments on account of costs totalling £60,000.

19. On 3 September 2018 Mr Lawrence Power of counsel wrote to the Claimants confirming his instruction by the Defendants on a direct access basis. All correspondence was to be sent to him, but he was not instructed to accept service. Thereafter Mr Power was involved acting for the Defendants until early 2021. In this way the Defendants had legal representation but did not provide an address for service in the EEA.

20. By orders of 13 and 14 September 2018 Cheema-Grubb J required the Defendants to attend on 28 September 2018 to assess the Claimants' costs and to deal with payment arrangements. However again, on 28 September 2018, the Defendants did not attend. Mr Power was present on their behalf. Cheema-Grubb J recorded in the preamble to her order of that date that Mr Power had confirmed that the Defendant were in possession of all relevant material relating to the Part 71 proceedings. Mr Power took issue with the validity of service. As a result Cheema-Grubb J set aside the orders of 13 and 14 September and ordered service of the Part 71 Orders and documents relevant to the Part 71 proceedings by email at hq@nibras.om . She ordered the same material to be sent to Mr Power, and for the Defendants to attend at court and produced the Part 71 documents and information at a hearing to be heard by 30 November 2018. In the course of that hearing Cheema-Grubb J expressed herself to be "very dismayed" by the Defendants' approach to the proceedings. The hearing was listed in a window between 14 and 15 November.

21. On 12 October 2018 the Defendants applied for leave to appeal against the order of Cheema-Grubb J. On 22 October 2018 Newey LJ refused leave to appeal and directed that the Defendants should attend the hearing as directed by the judge.

22. The hearing was listed before Mr Martin Griffiths QC (sitting as a Deputy High Court Judge as he then was) on 14 November 2018. Again the Defendants did not attend, as ordered both by Cheema-Grubb J and by Newey LJ. Mr Griffiths QC made the following orders:

    (1) The Defendants' application of 1 November 2018 seeking to set aside the Part 71 Orders were dismissed.

    (2) The Defendants' address for service was to be Mr Power's Chambers.

    (3) The Defendants were to attend court in person to provide the information and documents required by the order of 24 May 2018 and under CPR 71 at a hearing fixed for 4 and 5 December 2018.

    (4) The Defendant were to pay the Claimants' costs occasioned by the hearing, summarily assessed at £35,000.

    (5) The Defendants were found guilty of contempt for not attending on 14 November and committed to prison for 14 days. Orders of committal were suspended on condition that the Defendant attended the hearing on 4 and 5 December 2018.

The Part 71 Hearing: 4 to 6 December 2018

23. The Part 71 hearing took place before me between 4 and 6 December 2018. The Defendant attended. The evidence given at that hearing forms the subject matter of Charges 2, 6, 10, 11, and 14. Immediately before the hearing the Defendants produced some documents. At the hearing they gave oral evidence. In the course of his evidence the Second Defendant referred on numerous occasions to being able to provide further material and undertook to do so, following the conclusion of the hearing.

24. During his evidence the Second Defendant referred to the judgment debts as fake judgments and said of Mr Khan that he did not owe him anything. The Claimants submit that those comments echo the Second Defendant's earlier remarks to the Claimants' solicitors, thereby placing the accuracy of her attendance note beyond reasonable doubt (see paragraph 14 above).

25. At the conclusion of the hearing on 6 December 2018 I ordered the Defendant to pay to the Claimants their costs of various of the hearings detailed above. In due course those orders were referred to detailed assessment. In addition I made various of the existing assessed costs orders (including those of Deputy Master Stevens and Mr Griffiths QC) the subject of an unless order ("the Unless Order").

Post-hearing correspondence

26. In correspondence with Mr Power between January and June 2019, the Claimants requested on numerous occasions the further documents and information to which the Second Defendant had referred at the Part 71 Hearing. No further documents were provided. The Defendants correspondence in reply, from Mr Power, avoided providing a substantive response to the request for documents, but rather persistently sought clarification of what was being asked for. This culminated in a letter dated 7 June 2019, in which the Defendants contended that the effect of the Unless Order was that they were debarred from further compliance with the Part 71 Orders and, by implication, could not produce the documents and information which the Claimants had requested. In this way the Defendants were effectively relying upon their own failure to comply with the outstanding costs orders, to be excused from providing the documents and information they were required to, and which they had undertaken to, provide.

The Costs of the Part 71 Proceedings and Master Leonard's judgment

27. On 21 May 2019 and pursuant to the order of 6 December 2018, the Claimants served on the Defendants a bill of costs. On 11 June 2019 the Defendants filed Points of Dispute in response. On 12 June 2019 and because the Defendants had not settled the costs due under the Unless Order, the Claimants applied for a Default Costs Certificate (effectively seeking judgment in default in respect of the costs). On 14 June 2019 the Defendants applied to set aside the Default Costs Certificate. In turn, in September 2019, the Claimants applied to strike out the Defendants' Points of Dispute and applied for an award of interim payment of costs (in half the amount of the Default Costs Certificate) and for a "Days Healthcare" order (preventing the Defendants from participating in the detailed assessment until that interim payment had been made and other outstanding costs had been settled).

28. The various applications were called on before Master Leonard on 2 December 2019. Two business days before that hearing the Claimants paid the £107,113 due under the Unless Order, thereby allowing them to maintain their challenges in the detailed assessment. At that hearing, the Master decided that, in principle, there should be an order for an interim payment (of £75,000). The remaining matter therefore was whether there should be a Days Healthcare order and the issue there was whether or not the Defendants had the means to satisfy an interim order of £75,000. To that end, further evidence was filed. In particular the Second Defendant filed the January Statement, in which he repeated and amplified certain of the assertions he had made in oral evidence during the Part 71 Hearing. The January Statement is the subject of Charges 3, 7 and 12.

29. In his judgment dated 13 May 2020 Master Leonard decided that the Claimants' application for a Days Healthcare order succeeded, finding that the Defendants had defied the court's orders, whilst maintaining their right to contest the Claimants' bill of costs in this jurisdiction. In the course of his judgment, Master Leonard observed that he did not accept that there was any validity in the Defendants criticisms of the Claimants' conduct. He further observed (at paragraphs 39, 60 and 69) that he considered that the Second Defendant's evidence was "substantially incomplete, questionable, and at least in some respects untrue". In particular he observed that some of the evidence given by the Second Defendant both at the Part 71 Hearing and in the January Statement was untrue. To date, the Claimants have not proceeded further with the final detailed assessment.

The Claimants' further investigations

30. Thereafter the Claimants conducted their own independent enquiries, investigating some of the assertions made by the Defendants during the Part 71 Hearing and in the January Statement. Those enquiries included the following: as to the law in Oman relating to residential properties, mortgages and guarantees through Towers & Hamlin, Oman and Roger Clark, a former partner of that firm; investigation of the Second Defendant's interests in Zimbabwe, through Coghlan, Welsh & Guest a law firm in Zimbabwe; enquiries concerning the Defendants' company interests in Oman and business and company law in Oman, through Dentons & Co of Oman and Mr Al Habboub, a partner of that firm; enquiries with the Law Society in respect of bank transfers into client ledgers at the Defendants' former solicitors Neumans LLP ("Neumans"), resulting in a Third Party disclosure order made by Master Yoxhall dated 28 April 2020 (Mr Power attending and objecting to the making of such an order, even though the Law Society did not object); and finally enquiries by Mr Sam Haslam of Neotas, an "open source" investigator. Various reports arising from these enquiries have been placed in evidence.

Findings in relation to the history

31. As regards the foregoing history, the Claimants submit, and I find, as follows:

    (1) The judgments of Recorder Mitchell and Mr Justice Ramsay demonstrate that the Second Defendant had previously shown a casual approach to his duties to the Court.

(2) The Second Defendant's comments at the outset indicated that he did not intend to honour the judgments against him.

(3) The Defendants ignored the Part 71 Orders, failing to attend at court on four occasions and were twice found to be in contempt of court and made subject to suspended orders of committal.

(4) Once the Defendants did become involved in the enforcement proceedings, their approach was to dispute as much as possible, regardless of the merits of the arguments being advanced.

(5) Having undertaken in the course of the Part 71 Hearing to supply further documents, the Defendants failed to do so, taking an obstructive approach in the course of protracted correspondence between January and June 2019.

(6) As Master Leonard observed, whilst funding their own representation during the enforcement and cost proceedings and paying just so much of the Claimants' costs as enabled them to discharge the Unless Order, the Defendants have not paid anything in respect of the judgment sums.

The procedural history of the Application and proceeding in the absence of the Defendants

32. The hearing of the Application took place over three days in the absence of the Defendants. Further, following the hearing, on 4 April 2021, the Defendants' Omani lawyer wrote seeking to "dismiss case". I refuse to do so and proceed to judgment now. Before setting out my reasons for proceeding in this way, I explain the procedural history of the Application. This recent history has to be read in the context of the history of the litigation as a whole, described above.

Chronology

33. The Application was issued on 15 January 2021. On 21 January 2021 the Claimants attempted to serve the Application upon Mr Power. There ensued detailed correspondence between the Claimants and Mr Power. Mr Power ultimately objected to the service of the Application upon him.

34. In February 2021, the Claimants also made substantial efforts to effect personal service of the Application on the Defendants and instructed lawyers in Oman for that purpose. Those efforts included those lawyers attending at the Defendants' residential address in Oman on three separate occasions. On each occasion they left letters explaining that the Application had been issued, that the lawyer was trying to effect personal service and asking the Defendants to provide a date and time upon which personal service could be effected. On 2 February 2021 one of the lawyers sent copies of those letters to hq@nibras.com and to Mr Power. The two lawyers also attempted to locate the Defendants in Oman and to serve the Application, by attending the Second Defendant's business premises, his father's personal address and his father's business premises. On 12 February 2021 they attempted to telephone the Second Defendant on numbers previously used by him, but the telephone was not answered and the calls were not returned.

35. Meanwhile on 4 February 2021, the trial of the Application was fixed for 29 March 2021 with a time estimate of 3 days. On 8 February 2021 the Claimants wrote to each Defendant, sent by email to hq@nibras.om and copying in Mr Power, informing them of the listing and attaching the listing notices. They also explained that they were seeking to serve the Defendants in Oman and provided the names and details of the two local lawyers who had been instructed.

36. On 17 and 18 February 2021, the Claimants sent to each Defendant the Application and the full evidence in support by a series of emails to hq@nibras.om. The letters again notified the Defendants of the date of the hearing of 29 March 2021.

The Order for Alternate Service 4 March 2021

37. On 18 February 2021 the Claimant applied to the Court for an order for alternate service. That application was heard before Senior Master Fontaine on 4 March 2021.

38. At 945am on 4 March 2021 Mr Al Zain of Salah Al-Balushi Law Firm of Oman sent written representations on behalf of the Defendants directly to Senior Master Fontaine. He contended that the Claimants were obliged to obtain leave to serve the Application outside the UK. He further contended that email service was contrary to the laws of Oman and that proceedings against the Defendants could only be brought in Oman. In support of those submissions Mr Al Zain produced an earlier letter drafted by him setting out his opinion on Article 13 of Sultanate of Oman Royal Decree 29, suggesting that service of foreign process upon an individual located in Oman had to be effected via diplomatic channels to the Oman Ministry of Foreign Affairs (That opinion had previously been relied upon by the Defendants to support an earlier submission that alternate service of the Part 71 Orders was not lawful and had been considered by Cheema-Grubb J and subsequently by Newey LJ on appeal. Newey LJ had concluded that it was very doubtful whether there is any bar on an individual being served by email in Oman.)

39. However Mr Al Zain made no representations about the email address which the Claimants proposed to use for alternate service, namely hq@nibras.om; he did not offer an alternative arrangement for effecting service and there was no mention of any health problems on the part of either Defendant.

40. By an email circulated by court staff ahead of the hearing, the Defendants and Mr Al Zain were both invited to attend the Microsoft Teams hearing before Senior Master Fontaine on 4 March 2021. Neither the Defendants nor Mr Al Zain attended.

41. Before Senior Master Fontaine on 4 March 2021, the Claimants relied upon an expert legal opinion of Mr Malik, a dual qualified English and Omani lawyer, which had not been available to Newey LJ. He stated that, in order to be valid service in Oman, service needs to be effected in accordance with the laws of the jurisdiction in which proceedings had been filed. He disagreed with Mr Al Zain's analysis of Article 13, which, in his opinion, was concerned with service outside Oman of proceedings brought in Oman and not with service in Oman of proceedings brought outside Oman.

42. Senior Master Fontaine granted the Claimants permission to serve the Application by alternate means, namely on the email address hq@nibras.om. Her order ("the 4 March Order") provided that the Application and the evidence in support was

deemed served on 19 and 20 February 2021. It further recorded that she had considered the Defendants' written representations She ordered the Defendants to pay the costs of that application.

Correspondence after the hearing on 4 March 2021

43. On 5 March 2021 the Claimants sent letters addressed to each of the Defendants by email to hq@nibras.om and to the email address which Mr Al Zain had used, enclosing a copy of the 4 March Order and stated "*we recommend you instruct a legal representative in the United Kingdom to represent you at the Trial and it is important that you attend in person in order to answer the Claimants' allegations against you. If you do not attend, we will be seeking an order for your committal to prison in your absence*".

44. On 9 March 2021 the Claimants sent emails to the same addresses with copies of the order of Mr Justice Stewart dated 8 March 2021, in which the judge had directed, inter alia, that the Defendants must attend the trial of the Application on 29 to 31 March 2021, and again warning them that the Claimants would be seeking an order for committal in their absence. Mr Justice Stewart made certain timetabling directions for the trial of the Application.

45. On 10 March 2021 Mr Al Zain wrote directly to Senior Master Fontaine. In his letter he persisted in raising objections about service. He maintained that the Claimants had not produced evidence which established that the Defendants were currently able to access the hq@nibras.om email address. He also stated that the Defendants were now in the United Arab Emirates and banned from entry to the UK until 10 days after they leave the UAE. They were thus unable to travel to the UK that month. In that letter there was no mention of any health problems on the part of either Defendant. Further it was not denied that the hq@nibras.om email address was one which the Defendants could access. No alternative arrangements for service of documents were put forward and no attempt to engage with the substantive issues of the timetable set by Mr Justice Stewart on 8 March 2021.

46. On 15 March 2021 Senior Master Fontaine replied by email to Mr Al Zain, pointing out that she had provided a full oral judgment. She noted that invitations to the remote hearing had been sent, but that the Defendants and Mr Al Zain had chosen not to attend the hearing. She went on to provide information on how the Defendants could appeal against the 4 March Order. She pointed out that the hearing of the trial of the Application was to be remote and that the Defendants were permitted to attend and make submissions through the link that would be provided.

The permission hearing: 24 March 2021

47. On 15 March 2021 Mr Justice Stewart listed the Claimants' applications, for permission to bring Charges 3, 7 and 12 and for permission to rely on expert evidence, for prior hearing on 24 March 2021. On the next day the Claimants sent that order by email to the Defendants at hq@nibras.om and to Mr Al Zain's email address. On 18 March 2021 the Claimants sent the Defendants and Mr Al Zain copies of the proposed index for the bundle to be used at the permission hearing. Mr Al Zain and the Defendants were on the list of email recipients invited to attend the remote hearing

on 24 March 2021. They did not attend that hearing. At that hearing I granted permission to bring Charges 3, 7 and 12 and to rely on expert evidence.

Events following the permission hearing

48. On 25 March 2021, (and despite Senior Master Fontaine's reference to appealing against her order), Mr Al Zain wrote again to Senior Master Fontaine to "refute the legality of serving a notice to the email hq@nibras.om". The letter continued to contend that the order for alternate service was contrary to the Hague Convention; that the Defendants could not travel to the UK. Mr Al Zain asserted that a virtual hearing would be contrary to their Article 6 rights and that the email address hq@nibras.om was controlled by a liquidator, so correspondence sent to that address was not "legally delivered to the defendants". That letter mentioned for the first time that one of the Defendants was recovering from a severe coronavirus infection. However it was not denied that the Defendants were able to access the email address hq@nibras.om. The Defendants did not respond to the court orders previously made or engage with the procedural or substantive issues therein. Nor did they propose any alternative arrangements regarding service of documents.

49. On the same day I gave directions for the trial of the Application, including a direction that if the Defendants wished to make an application for the trial to be adjourned, such application had to be made by 9am on 29 March 2021. The Defendants were permitted to make any such application in writing or in person by Teams and were directed to set out full details of why they had not had adequate notice of the hearing and any supporting medical evidence. The Defendants were also directed, if they wished to participate in the 29 March hearing, to inform the Court of any email addresses to which they wished their Teams meeting invitations to be sent.

The trial of the Application 29 to 31 March 2021

50. The trial of the Application took place before me by Teams hearing on 29 to 31 March 2021 ("the Hearing"), attended by counsel and solicitors on behalf of the Claimants. Despite the terms of the Court's directions of 25 March 2021, neither the Defendants nor Mr Al Zain attended the Hearing. Nor did they provide any updated email addresses or other contact details.

Proceeding in absence on 29 to 31 March 2021: reasons

51. At the outset of the hearing I considered whether to proceed to hear and determine the Application despite their absence. I concluded that I should so proceed. I now set out here my reasons for doing so.

Relevant principles

52. The principles to be applied when considering whether to proceed with committal proceedings in the absence of the defendant have been recently stated by Cockerill J in *XL Insurance Company SE v IPORS Underwriting and others* [2021] EWHC 1407 (Comm) at §§43 to 46. The position is as follows:

    (1) Committal proceedings seeking imprisonment are criminal proceedings within the meaning of Article 6 ECHR.

(2) The court has a discretion to proceed in the absence of a defendant, but will do so only in exceptional circumstances. The ordinary course of action where the defendant is not present is to adjourn and issue a bench warrant to secure the defendant's attendance.

53. In considering whether to proceed in the defendant's absence, the Court will consider a number of factors. In so doing, I apply the following checklist of factors set out by Cockerill J at §46:

> *" (i) Whether the respondents have been served with the relevant documents, including notice of this hearing;*
>
> *(ii) Whether the respondents have had sufficient notice to enable them to prepare for the hearing;*
>
> *(iii) Whether any reason has been advanced for their non-appearance;*
>
> *(iv) Whether by reference to the nature and circumstances of the respondents' behaviour, they have waived their right to be present; [i.e. is it reasonable to conclude that the respondents knew of or were indifferent to the consequences of the case proceeding in their absence?]*
>
> *(v) Whether an adjournment would be likely to secure the attendance of the respondent or facilitate their representation;*
>
> *(vi) The extent of the disadvantage to the respondents in not being able to present their account of events;*
>
> *(vii) Whether undue prejudice would be caused to the applicant by any delay;*
>
> *(viii) Whether undue prejudice would be caused to the forensic process if the application was to proceed in the absence of the respondents;*
>
> *(ix) The terms of the 'overriding objective' [including the obligation on the court to deal with the case justly, including doing so expeditiously and fairly and taking any step or making any order for the purposes of furthering the overriding objective]".*

Application of the checklist

54. The Court should only proceed in the absence of a defendant in exceptional circumstances, I am satisfied that there are such exceptional circumstances in this case. Applying the checklist set out above, I conclude as follows:

(i) *Service.* The Defendants have been deemed to have been served on 19 and 20 February 2021 by the 4 March Order.

(ii) *Sufficiency of notice*. The Defendants had sufficient notice of the Hearing in order to prepare for the hearing. They were deemed served over a month before the Hearing. From January 2021 the Claimants went to considerable lengths to serve the Application and to draw it to the Defendants' attention, both by notifying Mr Power and by taking steps to contact them in Oman and by serving the Application to the email address, and subsequently by sending communications to Al-Balushi Law Firm. It is clear that from 4 March 2021 at the very latest (the date of the first communication from Al-Balushi Law Firm), the Defendants had proper notice of the Application and the supporting evidence. They were aware of the hearings on 4 March, and 24 March as well as the Hearing, and of the opportunity to participate in those hearings and to seek adjournment if so desired.

(iii) *Reason.* No express reason was given for the Defendants' non-attendance at the Hearing. In so far as such reasons could be divined from Mr Al Zain's letter of 25 March, the objection to service was legally unfounded and the inability to travel to the UK irrelevant in circumstances where the Hearing was to be, and was, held by remote Teams hearing. In any event the Defendants and/or their legal representatives were expressly given the opportunity to attend the Hearing remotely to seek an adjournment. There was no sufficient explanation of, nor evidence to support, the assertion that "one of the Defendants" had coronavirus.

(iv) *Waiver of right to be present:* I am satisfied that the Defendants waived their right to be present. They knew of the Hearing and chose not to attend. Furthermore they were well aware of the consequences of the case proceeding in their absence,. This was made clear in the Claimants' emails dated 5 and 9 March 2021, sent both to hq@nibras.om and Al-Balushi Law Firm's email address.

(v) *Adjournment facilitating representation and/or attendance.* I consider that an adjournment was not likely to secure either the Defendants' attendance or representation at the Hearing. First, there is no question of the Court being able to compel attendance (by issue of a bench warrant) in circumstances where the Defendants were not present in the UK. Secondly, not only had the Defendants been given ample notice of the Hearing but they and their legal representatives had been given the opportunity to apply to adjourn the hearing. No such application was made. In the light of the history of the proceedings generally and the Defendants' conduct in relation to the Application, I consider that the effect of an adjournment would have been to encourage further delay and avoidance on the part of the Defendants, rather than facilitate substantive participation in the Application. (This is borne out by the Defendants' conduct immediately following the conclusion of the Hearing: see paragraphs 55 et seq below).

(vi) *Disadvantage to the Defendants*. Despite having had substantial time in which to respond, the Defendants have not adduced any evidence challenging the

Claimants' allegations of contempt nor put forward their account of the relevant events. In these circumstances, and in the light of my conclusions on the substantive allegations below, I consider that it would not have been advantageous for the Defendants to have been present.

(vii) *Undue prejudice from delay.* Whilst there was no immediate urgency in hearing the Application, nevertheless the Claimants have been owed substantial sums by the Defendants for some considerable time, and to the extent that the Application (if successful) might encourage payment, the Claimants continue to suffer prejudice from delay. In any event, an adjournment was unlikely to secure a fuller hearing on the substance.

(viii) *Undue prejudice to the forensic process*: No undue prejudice would be caused to the forensic process by proceeding in the Defendants' absence. The evidence was that the Defendants had no intention of participating in the substance of the Application.

(ix) *Overriding objective.* In view of the history of the proceedings and the Defendants' evasive conduct over many years, the overriding objective is furthered by proceeding to hear the Application in the Defendants' absence.

For these reasons I conclude that it is appropriate to consider and determine the Application, despite the Defendants' absence at the Hearing.

Events after the trial: Mr Al Zain's application "to dismiss the trial"

55. By email of 5 April 2021 at 6:53 am from Al-Balushi Law Firm, sent to the Court and the Claimants, Mr Al Zain made a written submission that the Defendants "demand the court to dismiss the trial" on grounds (1) of failure to serve and deliver the notice to the Defendants and (2) due to the personal circumstances of the Second Defendant. This largely repeated the points made in the 25 March email to Senior Master Fontaine. As regards ground (1), the Defendants submitted that legal notices sent to the email address hq@nibras.om after 19 January 2020 were not legally served on them. Such notice was invalid as the business owning that email address had gone into liquidation on that date. Secondly, service by email should not be permitted if other means of service were available. Thirdly, service had not been effected in accordance with the provisions of the Convention on the service abroad of judicial and extrajudicial documents in civil or commercial matters signed at the Hague 15 November 1965 ("the Hague Service Convention"); that provided that service must be in accordance with the internal law of the country where service is effected and Omani law does not allow for service by email. Fourthly, where a country is not a member of that Convention, service should have been through diplomatic channels. The Defendants could not be compelled to attend a court within the UK unless notice was served in accordance with international law. The Defendants further submitted that requiring them to attend a virtual hearing deprived them of their right to a fair trial under Article 6 ECHR. In the current conditions of the pandemic the Defendants could not come to the UK, instruct a solicitor and attend the hearing. As regards ground (2), Mr Al Zain stated that the *Second* Defendant had contracted coronavirus on 5 February 2021 and that from 15 February 2021 he had been on a ventilator in an intensive care unit for two weeks. He recovered and was released on 1 March 2021.

However he remained vulnerable to ongoing health problems and could not fly on lengthy flights.

The Claimants' submissions in response

56. The Claimants responded by detailed written submissions dated 20 April 2021, running to almost 20 pages. They submitted that the Defendants' submissions were part of a long-standing pattern of deliberately obstructive manipulative and dilatory behaviour and further evidence of their preparedness to participate in proceedings only to the extent that they are compelled to do so or as enables them to disrupt the Court's process or otherwise to suit their own purposes and agenda. They referred to the detailed procedural history of the Part 71 proceedings and to the history of the Application and went on to submit that the objections based on invalid service and on the Second Defendant's health were unfounded for a variety of reasons. The Defendants' application that the Application should be dismissed should be rejected and further there was no basis for any other (lesser) relief, whether by way of rehearing the Application or allowing the Defendants a further opportunity to engage with the proceedings.

Subsequent developments

57. More recently, on 20 July 2021 the "Chambers of Oliver Mishcon" informed the Claimants that they were now acting for the Second Defendant and asked for a brief update on the status of the litigation. The Claimants responded by inquiring as to the basis upon which the Chambers of Oliver Mishcon were acting. In response, Mr Mishcon has explained that he has been engaged pursuant to the Bar Council's Public Access Scheme and, in accordance with his professional rules, is not permitted formally to accept service of documents nor to be on the court record. He further explained that he has been instructed by the Second Defendant to provide advice in relation to the dispute with the Claimants, including engaging in correspondence. He has not made any representations to the Court.

Conclusions on the Defendants' application to dismiss

58. First, there were no defects with service of the Application. The Defendants were merely repeating arguments that had previously been considered and rejected or which are otherwise wholly without merit. The 4 March Order establishes that the Claimants were properly granted permission to serve the Application by alternate means at the email address and that service was deemed to have been effected on 19 and 20 February 2021. That matter cannot be re-opened other than by way of appeal. The Defendants were aware of the hearing on 4 March 2021 and were provided with the opportunity to attend but chose not to do so. Senior Master Fontaine provided the Defendants with details as to how they might appeal against her order. The Defendants have chosen not to appeal. In any event such an appeal would have failed.

    (1) The submission that the law of Oman does not permit service by email was found to be without merit by Newey LJ in 2018. That finding is bolstered by the subsequent opinion of Mr Malik.

(2) There was no requirement to obtain permission to serve the Application out of the jurisdiction: see paragraph 68 below.

(3) The Hague Service Convention has no application to the present case because Oman is not a signatory to that Convention.

(4) As regards reliance upon the hq@nibras.om address belonging to a company now in liquidation, the Defendants raised no objection to the use of that email address in their previous representations and have not asserted that they were unable to access that email address. There is no evidence that the hq@nibras.om address is owned by a single company or by Al Nibras Co specifically. The "@nibras.om" email moniker is in use across a large number of companies associated with the Defendant or their family members.

59. In any event, as set out above, it is clear that the Defendants knew of each of the hearing dates of 4 March 2021, 24 March 2021 and the Hearing on 29 to 31 March 2021. Mr Al Zain submitted written representations, considered at the hearing on 4 March 2021. He took issue with the validity of the 4 March Order which the Claimant had emailed to him. It is therefore clear that the Claimants' emails were received by him.

60. I accept the Claimants' contention that the Defendant's persistence in advancing further unmeritorious arguments about service shows that their objective remains to disrupt, frustrate and protract the proceedings, rather than to participate in them in any meaningful fashion.

61. Secondly, the Defendants took an informed and deliberate decision not to participate at the hearings and not to engage with the Claimants or the Court (beyond repeatedly denying the validity of service)

62. Thirdly, no explanation was provided by the Defendants for their decision not to attend the Hearing by remote link at the hearing on 29 to 31 March 2021 (or at the earlier hearings of 4 March and 24 March) nor for their decision not to make any application to adjourn that hearing despite being expressly invited to do so by this Court.

63. Fourthly, as regards the Second Defendant's health, an assertion of ill-health unsupported by evidence is insufficient to warrant an adjournment: *Levy v Ellis-Carr* [2012] EWHC 63 (Ch). I consider that the same standards to be applied to an application to rehear a trial on grounds of ill-health. The Defendants did not submit any medical evidence concerning the Second Defendant's fitness to attend the Hearing. There is no evidence that the Second Defendant was unfit to attend by remote link. In their earlier correspondence of 4 March and 10 March, Salah Al-Balushi Law Firm made no reference to his health and on 10 March asserted that he was by that time in the UAE, which suggests that the Second Defendant was well enough to travel to the UAE by 10 March 2021. In these circumstances it is hard to see how he may have been unfit to attend this Court, at least by remote link, on 24 March and 29 March 2021.

64. Fifthly, even if the Court were to list the Application for some further hearing or re-hearing, there is no reason to believe that the Defendants will now change their

consistent stance of refusing to participate in the proceedings beyond disputing the validity of service and seeking to disrupt the Court's process. The Defendants' written submission does not indicate any desire to participate substantively in the proceedings. All they have done is persisted in disputing jurisdiction, in circumstances where that dispute has been rejected on numerous occasions.

65. In these circumstances, the Defendants' written submission that the Application should be dismissed altogether is entirely without merit and is rejected. The Defendants do not expressly seek any other form of relief. Other possible relief might be a rehearing of the Application or a delay to the Court making its findings in order to provide the Defendants with a further opportunity to engage with the proceedings and attend at the court. These possibilities were raised by the Claimants in their written submissions. However I agree that there was nothing in the Defendants' written submissions to justify deferring making the determinations of the Application on the basis of the evidence that was heard between 29 and 31 March 2021. Significantly at no stage have the Defendants offered any commitment or assurance that if they had been granted a further opportunity to engage with the Court's process, they would recognise the jurisdiction of the Court and seek to participate in the proceedings in a meaningful way. They did not until very recently instruct English lawyers nor indeed have offered any UK address for service; rather they continue to refuse to accept service. They have not proposed any new timetable for the filing of evidence or indicated any date by which they would take further steps to engage with the proceedings.

66. I conclude that, having found that it was appropriate to proceed with the Hearing in the Defendants' absence, there is nothing in this further submission which changes the position. I accept the Claimants' contention that the belated post-Hearing written submission was part of the same long-standing pattern of manipulative conduct through which the Defendants have been seeking to frustrate disrupt and delay the processes of this court. Indeed the very act of making this submission *after* the Hearing, rather than taking up the Court's express invitation to apply to adjourn before or at the Hearing itself, confirms that this is the case. There is no evidence of any new and genuine intention to engage with the process of the Court.

The legal framework and principles

67. First, in an application for committal for contempt of court, the burden of proof is upon the applicant and the criminal standard of proof applies. The applicant must make the court sure of the facts alleged to constitute the contempt: see *In re Bramblevale Ltd* [1970] 1 Ch 128 at 137A and *Gulf Azov Shipping Co Ltd v Chief Idisi (No 1)* [2001] EWCA Civ 21 at §16.

68. Secondly, in the context of Part 71 proceedings and a case alleging failure to provide documents and failure to answer questions, it is appropriate for the applicant to proceed under CPR 81 (as here). Furthermore, in a committal application incidental to a Part 71 order, permission to serve outside the jurisdiction is not required. See *Deutsche Bank AG v Sebastian Holdings Inc (Nos 1 and 2)* [2019] 1 WLR 1737 at §§29 and 55 respectively.

Breach of a court order

69. In a case of contempt constituted by breach of a court order, the applicant for contempt must prove that:

(1) the defendant knew of the court order;

(2) the defendant did an act prohibited by the order or failed to do an act required by the order within the time set by the order;

(3) the defendant knew of all the facts which made his conduct a breach of the order;

(4) the breach was deliberate and not inadvertent (although it is not necessary to establish an intention to commit a breach).

See *FW Farnsworth Ltd v Lacy* [2013] EWHC 3487 (Ch) at §20, approved by the Court of Appeal, most recently, in *Cuicurean v Secretary of State for Transport* [2021] EWCA Civ 357 at §13.

70. The following applies to this category of contempt:

(1) Orders which may bear a penal consequence should be clear and unequivocal and should be strictly construed with any ambiguity resolved in favour of the defendant.

(2) By CPR 81.4(2)(c) a contempt application must include confirmation that the order said to have been breached was personally served or that the court dispensed with personal service. (In the present case personal service of the Part 71 Orders was dispensed with by orders dated 7 June 2018 and 28 September 2018 and the Application so confirmed).

(3) By CPR 81.4(2)(e), a contempt application must include confirmation that any order said to have been breached contained a penal notice. (In the present case the Part 71 Orders contained penal notices as set out in Appendix 1).

Interfering with the course of justice

(1) False statements supported by statement of truth

71. In the case of interference with the course of justice by making false statements supported by a statement of truth, the applicant for contempt must prove that:

(1) the statement in question was false;
(2) the defendant knew the statement was false and made it without any reasonable belief in its truth;
(3) the statement was objectively material;
(4) the defendant, by making the false statement, knew that it was likely to interfere with the course of justice.

See *Daltel Europe (in liquidation) v Makki* [2005] EWHC 749 (Ch) at §81 and *Accident Exchange Ltd v Broom* [2017] EWHC 1096 (Admin) at §§34 to 36.

(2) False statements under oath

72. In the case of interference with course of justice by making false statements under oath, the applicant for contempt must prove that:

(1) the defendant was lawfully sworn in a judicial proceeding;
(2) the statement in question was false;
(3) the defendant knew the statement was false and made it without any reasonable belief in its truth;
(4) the statement was objectively material;
(5) the defendant, by making the false statement, knew that it was likely to interfere with the course of justice.

See *Accident Exchange*, supra, at §38 and *Hydropool Hot Tubs Ltd v Roberjot* [2011] EWHC 121 (Ch) at §59.

Consideration of a course of conduct

73. In *Gulf Azov*, supra, at §18, Lord Phillips MR emphasised that the Court is entitled to, and should, consider the whole of a defendant's course of conduct in determining individual charges of contempt, stating:

> *"It is not right to consider individual heads of contempt in isolation. They are details on a broad canvas. An important question when that canvas is considered is whether it portrays the picture of a defendant seeking to comply with the orders of the Court or a Defendant bent on flouting them. It is right that the individual details of the canvas should be informed by the overall picture. But, having said that, each head of contempt that has been approved must be established beyond reasonable doubt."*

Adverse inference from silence

74. The burden of proof to the criminal standard remains upon the applicant and the court must exercise caution before drawing an adverse inference from the silence of an absent defendant in contempt proceedings. CPR 81.4(2) provides that a defendant is not obliged to give evidence and has the right to remain silent. This must be notified to the defendant.

75. Nevertheless such an adverse inference may be drawn, if the Court determines that it is fair to do so and the case against the defendant calls for an answer and the only sensible explanation for the defendant's silence is that he or she has no answer or none that would withstand scrutiny. However such an inference should not be the sole basis for a finding of contempt: see *Pirtek (UK) Limited v Robert Jackson* [2018] EWHC. 1004 (QB) at §37. On the facts of any particular case the applicant's case may be bolstered by an inference drawn from the defendant's silence where there is a case to answer and there is no credible explanation for that silence other than guilt of the acts complained of: see *Pirtek* at §42.

Findings on the Charges

76. In this section I address each of the 14 charges and set out my conclusions as to whether each is established. In doing so, I bear in mind the history of the proceedings. I take account in particular of the long history of evasion and obstruction to the process of enforcement of judgment debts indisputably owed by the Defendants to the Claimants, as set out in paragraphs 11 to 31 above. In reaching those conclusions I have carefully considered in detail both Ms Vials' affidavit which addresses the charges in over 60 pages and the supporting evidence which runs to many more pages. This is particularly important since the Court is proceeding to adjudicate upon serious charges of contempt in the absence of the Defendants. To keep the length of this judgment in manageable proportions, I do not refer to or set out all that evidence. I also consider that some further support for individual findings is provided by the Defendants' failure to respond to the allegations and failure to appear at the Hearing i.e., from their silence.

Charges 1 to 3: banking documents

The charges

77. In summary, the relevant charges are as follows:

(1) by Charge 1, the Second Defendant failed to provide banking and financial documents as required by the Part 71 Order. In particular, save for two pages of summary material, he failed to supply any banking documents, statements or financial records at all. The Charge identified, in particular, accounts at three banks, statements in respect of which he had failed to provide, namely: National Bank of Oman, Bank of Beirut, and Bank Dhofar.

(2) by Charge 2, the Second Defendant at the Part 71 Hearing gave false evidence on oath about his banking arrangements, claiming that certain accounts were not bank accounts and that he had no bank accounts or statements to disclose.

(3) by Charge 3, the Second Defendant repeated the same false evidence about his banking arrangements in the January Statement.

As regards Charge 1 the relevant parts of the Part 71 Order are paragraphs 1.1 and 1.2 and paragraphs 1, 2, 3 5, 6 and 8 of Schedule 2 thereto.

The Evidence

The documents produced

78. At the outset of the Part 71 Hearing the Second Defendant produced two pages of banking documents: first a single page account summary report from National Bank of Oman referring to 8 listed numbered accounts (more fully set out in the formal Charge 1) and six of which were listed as "active"; and, secondly, a single page statement of account from the Bank of Beirut for the account listed in Charge 1, which noted that the account had been held since January 2014 but displayed only transactions over a nine-month period in 2018. The First Defendant produced a full set of statements from a single bank account with Oman Arab Bank.

The Second Defendant's evidence at the Part 71 Hearing

79. In his oral evidence the Second Defendant said, on more than one occasion, that he did not have any bank account. This, he said, was a consequence of having been subject to OFAC sanctions. At one point he stated expressly "I have no bank account". At other points he referred to having "local" or "temporary" or "threshold" accounts. He explained what he meant by a "temporary" account, as being an account opened and closed purely for the purpose of making a single cash transfer of money. In the course of his evidence, the Second Defendant also gave general evidence concerning his income and lifestyle, including that he was self-employed, that his annual net income was between $80,000 and $100,000, that he has house staff and that he is paid cash by his clients. (Master Leonard did not find the Second Defendant's account of not having a bank account to be credible at all when viewed against his circumstances).

Bank statements produced by the First Defendant

80. The bank statements provided by the First Defendant contained a number of entries referring to the Second Defendant by name preceded by what appear to be electronic reference numbers. Other entries are described simply as "cash" with no name and number. In her oral evidence, the First Defendant accepted that it was possible that the former entries were payments to her from her husband and were made by electronic transfer. In his oral evidence, the Second Defendant denied this, stating that these transactions were references to cash transfers made at the bank counter with a bank slip.

The Bank Dhofar account

81. The Claimants contend, and I find proven to the criminal standard, that at least as at April and May 2015 the Second Defendant held a *savings* account at Bank Dhofar (in Oman) in his name, with account number 01010602449001. This is established by two evidenced transactions relating to payments of costs awarded in the Claimants' favour against the Defendants in January 2015. The first is a transfer of £20,000 paid by Bank Dhofar, identifying its customer as the Second Defendant; and, secondly, a letter dated 12 May 2015 from the Second Defendant personally to Bank Dhofar containing an instruction to pay £30,000 to the Second Claimant, in which the Second Defendant asserts that that account is "*my savings* account". In his oral evidence the Second Defendant asserted that these were not transfers from an actual account but rather through a "temporary" account opened for five minutes for an over-the-counter transfer. As I doubted at the part 71 Hearing, I do not accept this explanation. The documentary evidence established the existence of a savings account, with the *same* single account number, on two different dates in April and May 2015. The Second Defendant said that he would provide all the details of transactions with Bank Dhofar (and through Western Union). These have not been provided.

Evidence in the January Statement

82. In the January Statement, the Second Defendant expressly repeated his oral evidence, and stated that both at the date of the Statement and at the date of the oral evidence, he had no bank account.

National Bank of Oman: further evidence of an account

83. The Claimants tried to instruct an expert from the National Bank of Oman to give an opinion of the Second Defendant's evidence relating to "temporary accounts". However by email dated 28 July 2020, the proposed expert eventually declined to act explaining that a conflict of interest had arisen. He, the expert, was currently employed by National Bank of Oman, where the Second Defendant "maintains a bank account". This is further evidence of the Second Defendant holding a bank account at that bank (at least as at July 2020).

Conclusions on Charges 1 to 3

84. In the light of the foregoing evidence, I am satisfied so that I am sure of the following.

85. As regards Charge 1:

(1) The Second Defendant knew of the Part 71 Order made against him. He appeared at the Part 71 Hearing.

(2) The Part 71 Order (and in particular paragraphs 1, 2 and 6 of Schedule 2 thereto) required the Second Defendant to make disclosure of full bank statements for the previous five years (i.e. from May 2013 onwards) and all documents relating to transfers made to and from any account with any financial institution.

(3) Within that period the Second Defendant held eight accounts at National Bank of Oman, an account at Bank of Beirut and an account at Bank Dhofar.

(4) In breach of the Part 71 Order, the Second Defendant failed, within the time provided by the Order, to provide full statements for each of the three accounts, and failed to produce any documents concerning Western Union transfers, which he admitted in oral evidence.

(5) The Second Defendant knew of the existence of his own bank accounts and money transfers over the relevant period and thus knew that the Part 71 Order required him to provide those documents.

(6) The Second Defendant decided deliberately not to provide those documents.

I find Charge 1 proved.

86. As regards Charge 2

(1) At the commencement of the Part 71 Hearing the Second Defendant was lawfully sworn to give evidence in what was a judicial proceeding.

(2) The Second Defendant's statements in oral evidence that he had no bank or building society accounts were false. The bank summaries he produced pursuant to the Part 71 Order referred to at least six "active" bank accounts. His evidence of the use of "temporary" accounts was contradictory. It is not credible that he managed his lifestyle and income on a purely cash basis. He had described the Bank Dhofar account as his savings account. He had made electronic transfers to the First Defendant's account (– cash transfers on her

account were shown differently). Her accounts show no sign of being used to fund the Second Defendant's lifestyle. The banking expert's email of July 2020 supports the conclusion that the Second Defendant's account with the National Bank of Oman was more than temporary.

(3) The Second Defendant knew, and must have known, the true position in respect of his own bank accounts and banking arrangements and therefore knew that what he was saying in evidence was untrue.

(4) The Second Defendant's statements in oral evidence were material; the purpose of the Part 71 Hearing was to investigate and identify the Defendants' means and assets.

(5) In the context of the history as between the Claimants and Defendants going back to 2013 and earlier, the Second Defendant made the false statements as part of his efforts to frustrate the enforcement proceedings and to evade payment of the judgment sums due to the Claimants. In this way they were made, knowing that they were likely to interfere with the course of justice.

I find Charge 2 proved.

87. As regards Charge 3:

(1) The Second Defendant's statements in the January Statement that he had no bank or building society accounts were false. For the reasons set out above, the Second Defendant did have bank accounts at the relevant times.

(2) The Second Defendant knew and must have known the true position in respect of his own bank accounts and banking arrangements and therefore knew that what he was saying in evidence was untrue.

(3) The Second Defendant's statements were material to the issues before Master Leonard. They were intended to hide the true extent of his interests, in order to deceive the Master that he had insufficient means and assets to pay any interim order towards costs (and which would be the precondition to his participation in the detailed costs proceedings). This was the principal issue ultimately being considered by the Master.

(4) In the context of the history as between the Claimants and Defendants going back to 2013 and earlier, the Second Defendant made the false statements as part of his efforts to frustrate enforcement of the judgments and orders of the Court. In this way they were made, knowing that they were likely to interfere with the course of justice.

I find Charge 3 proved.

Charge 4: Mortgage documents

The charges

88. In summary, the relevant charge is that the Second Defendant, in breach of the Part 71 Order, failed to produce documents concerning the mortgage on his main residence in Oman. The relevant parts of the Part 71 Order are paragraphs 1.1, 1.2 and 1.7 and paragraphs 1, 2, 5, 12, 14 and 15 of Schedule 2 thereto.

The Evidence

The documents produced

89. At the outset of the Part 71 Hearing, the Second Defendant produced a single letter dated 2 August 2017 from Oman Arab Bank to the Ministry of Housing, Muscat in relation to a mortgage granted over his main residence in Oman.

The Second Defendant's evidence at the Part 71 Hearing

90. In oral evidence the Second Defendant said initially that the mortgage had been taken out in February 2018 and was related to a personal guarantee in support of loans to Oasis Energy LLC in 2006. On the second day of his evidence, the Second Defendant was asked about that letter and said that the letter was "a mortgage agreement". He also stated that he could obtain documents relating to the mortgage fee. Following the Part 71 Hearing, the Second Defendant was asked for the further documents he had referred to and full mortgage documents. No further documents were provided.

Evidence in the January Statement

91. In the January Statement, the Second Defendant criticised the Claimants' failure to call evidence to establish that his evidence concerning his mortgage arrangements was inaccurate. Exhibited to that Statement were the title deeds for the property in Oman.

Expert evidence from Mr Roger Clarke

92. The Claimants rely upon the expert evidence from Mr Roger Clarke. I am satisfied that he is a sufficiently qualified expert. His evidence is that the letter produced at the Part 71 Hearing is not, as a matter of Omani law, a legal mortgage or proof of a mortgage. In his opinion the Defendants should have produced a copy of the mortgage agreement for the property and that he would have expected to have seen regular bank and mortgage statements in the case of a residential mortgage, or a facility agreement and guarantee in the case of an earlier obligation secured by a mortgage. I accept his evidence.

Conclusions on Charge 4

93. In the light of the foregoing evidence, in relation to Charge 4, I am satisfied so that I am sure of the following.

    (1) The Second Defendant knew of the Part 71 Order made against him.

    (2) The Part 71 Orders (and in particular paragraphs 1, 2, 5, 12, 14 and 15 of Schedule 2 thereto) required the Second Defendant to disclose the documents particularised in Charge 4 (as summarised in Appendix 2 hereto). Those documents relating to the mortgage of his property.

(3) In breach of the Part 71 Order, the Second Defendant failed, within the time provided by the Order, to provide any of those documents.

(4) The Second Defendant knew of the existence of such documents and thus knew that the Part 71 Order required him to provide those documents.

(5) Taking account, in particular, of his refusal after the Hearing, the Second Defendant decided deliberately not to provide those documents.

I find Charge 4 proved.

Charges 5 to 7: the Second Defendant's interests in Zimbabwe

The charges

94. In summary, the relevant charges are as follows:

(1) by Charge 5, the Second Defendant failed to provide documents concerning property in Zimbabwe in which he held a beneficial interest, namely 57 Folyjon Crescent, Harare, Zimbabwe ("57 Folyjon"), as required by the Part 71 Order, including particular documents (see Appendix 2).

(2) by Charge 6, the Second Defendant at the Part 71 Hearing gave false evidence on oath about the value of his property interests in Zimbabwe, his business activities there and his rights or interests and involvement in court actions in Zimbabwe, as particularised in six sub-paragraphs of the Schedule (see Appendix 2).

(3) by Charge 7, the Second Defendant repeated the same false evidence about his property interests and interest in a judgment in Zimbabwe in the January Statement.

As regards Charge 5 the relevant parts of the Part 71 Order are paragraphs 1.1, 1.2, 1.6 and paragraphs 9, 12, 13 and 15 of Schedule 2 thereto.

The Evidence

The documents produced

95. At the outset of the Part 71 Hearing the Second Defendant produced no documents relating to his interests in Zimbabwe. In correspondence following the Part 71 Hearing, the Second Defendant refused to supply further relevant documents as requested.

The Second Defendant's evidence at the Part 71 Hearing

96. In his oral evidence the Second Defendant admitted that he is the beneficial owner of 57 Folyjon. When asked about the value of the property, the Second Defendant said that it was "in negative equity" and that he would have to pay to sell it. He went on to state that he had no business interests in Zimbabwe and had not had any since 2008.

Asked about court actions and judgments in Zimbabwe, he said that he did not have any judgment in his favour and denied that he had "any rights or interests in any action now pending in any court", saying that "I don't have any court cases". He denied that he had any claim against a Mr Kazi and stated that it was Kamal Khalfan who had obtained a judgment against Mr Kazi. He had not filed court papers in Zimbabwe in relation to Mr Kazi nor did he have any judgment against him.

Evidence in the January Statement

97. In the January Statement, the Second Defendant stated that his oral evidence that 57 Folyjon was "in negative equity" was "nothing but the truth". He added that as a result of a letter from the Ministry of Defence in Zimbabwe, he did not own control or have a shareholding in any entity that owned the property.

98. As regards Mr Kazi and judgments, the Second Defendant altered his position. He appeared to accept that there was a judgment in Zimbabwe for $4.75 million in his favour. He exhibited an affidavit dated 5 February 2019 in his name and purportedly made by him in proceedings before the High Court in Zimbabwe between himself and Mr Kazi. In the January Statement and quoting from that earlier affidavit, the Second Defendant stated that whilst he had been due a debt from Mr Kazi in the sum of $4.75 million, he had assigned this to a Mr Dietrich Herzog in October 2013 and accordingly the money due from Mr Kazi belonged to Mr Herzog who was entitled to benefit from, and recover, the full amount of a judgment dated 7 October 2015. There was no mention of Kamal Khalfan in the January Statement.

Evidence resulting from the Claimants' enquiries in Zimbabwe

99. As a result of the Claimants' enquiries through the Zimbabwean lawyers, Coghlan, Welsh & Guest, the following evidence was obtained.

100. First, in relation to 57 Folyjon, the Second Defendant from October 2019 was taking legal action in the High Court of Zimbabwe in Harare against the Ministry of Defence and other parties to protect his property and interests in 57 Folyjon from what he alleged to be an illegal and unlawful seizure. In his first sworn affidavit in those proceedings dated 16 October 2019, the Second Defendant stated, inter alia, that 57 Folyjon had been acquired and registered in the name of a trust and registered companies of which he was the majority shareholder; that it is owned by two private companies of which he is a director; that in February 2019 his agent in Zimbabwe received a demand that he should hand over the property to the Ministry of Defence and that he, the Second Defendant, had an interest in the properties that can be established from the ownership documents. He further exhibited both the deeds of trust through which he held 57 Folyjon and a valuation of 57 Folyjon of in excess of $2.8 million. In a further affidavit the Second Defendant volunteered to pay security for costs in respect of his application to the court.

101. Secondly, as regards the position relating to Mr Kazi, documents lodged in the High Court of Zimbabwe and produced in evidence before this Court, establish the following:

(1) There was an agreement signed by the parties on 14 August 2012 referring to substantial financial opportunities that induced the Second Defendant to make an apparent investment of $3.75 million with Mr Kazi;

(2) In December 2012 the Second Defendant (as applicant) commenced proceedings against Mr Kazi (as respondent) in which he made a claim for $4.75 million. In April 2015 he had applied for summary judgment.

(3) The Second Defendant obtained a judgment order in his favour dated 7 October 2015 in that sum;

(4) In November and December 2018 the Second Defendant took action to enforce the judgment order, including filing a summons for the civil imprisonment of Mr Kazi;

(5) There was then an application by Mr Kazi to set aside the judgment which included affidavit evidence from Mr Herzog, exhibiting a power of attorney and an assignment agreement, both signed by the Second Defendant. In particular and importantly the assignment document stated that the Second Defendant assigned to Mr Herzog all rights in his agreement with Mr Kazi and in the lawsuit against Mr Kazi up to an amount of $*3.7* million.

(6) On inspection of the court record at the High Court by the Zimbabwean lawyers, the affidavit of 5 February 2019 was not present.

Conclusions on Charges 5 to 7

102. In the light of the foregoing evidence, I am satisfied so that I am sure of the following.

103. As regards Charge 5:

(1) The Second Defendant knew of the Part 71 Order made against him.

(2) The Part 71 Orders (and in particular paragraphs 9, 12, 13 and 15 of Schedule 2 thereto) required the Second Defendant to disclose documents concerning his beneficial interest in 57 Jolyon.

(3) In breach of the Part 71 Order, the Second Defendant failed, within the time provided by the Order, to provide such documents, and in particular deeds of trust, documents relating to its ownership through two private companies and his position as director of those companies and valuations of the property.

(4) The Second Defendant knew of the existence of those documents and, as is clear from his October 2019 affidavit in Zimbabwe, in particular of the deeds of trust and valuations, and thus knew that the Part 71 Order required him to provide those documents.

(5) As appears from his conduct after the Part 71 Hearing and his failure to respond to the Claimants' further requests, the Second Defendant decided deliberately not to provide those documents.

I find Charge 5 proved.

104. As regards Charge 6

(1) At the commencement of the Part 71 Hearing the Second Defendant was lawfully sworn to give evidence in what was a judicial proceeding.

(2) Certain of the Second Defendant's statements in oral evidence concerning his assets and interests in Zimbabwe were false. First, his statement that he had no business interests since 2008 was false. He was party to a document recording his investment of $3.75 million. Secondly, subject to paragraph 105 below, his statements concerning litigation in Zimbabwe both generally and in relation to Mr Kazi (set out in paragraph 96 above) were false. He had brought proceedings against Mr Kazi and obtained a judgment of $4.75 million against him. Further the court documents made no reference to Mr Khalfan. Thirdly, his statement that 57 Folyjon was in negative equity and that he would probably have to pay to sell it were false. He brought substantial legal proceedings in Zimbabwe to protect his property interest in 57 Folyjon and offered to put forward security for costs. I find that he would not have taken such action, if the property had no value to him. Further the positive substantial valuation produced in October 2019 supports this conclusion.

(3) The Second Defendant knew and must have known the true position in respect of his assets and business interests in Zimbabwe and therefore knew that what he was saying in evidence was untrue. In particular he knew he made the $3.75 million investment in August 2012, that he had brought proceedings and obtained a judgment in his name against Mr Kazi and that Mr Khalfan had no connection with those matters, and that 57 Folyjon was not worthless or in negative equity, but he did not wish to disclose the true value of that property. At the very time that he was giving evidence denying all knowledge of it, he was positively seeking to enforce his judgment against Mr Kazi.

(4) The Second Defendant's statements in oral evidence were material; the purpose of the Part 71 Hearing was to investigate and identify the Defendants' means and assets.

(5) In the context of the history as between the Claimants and Defendants going back to 2013 and earlier, the Second Defendant made the false statements as part of his efforts to frustrate the enforcement proceedings and to evade payment of the judgment sums due to the Claimants. His answers on this aspect were deliberately evasive and sought to deflect attention, by referring to his own prospective claims against Mr Khan. In this way they were made, knowing that they were likely to interfere with the course of justice.

105. However, I am not satisfied so that I am sure that two of the particular statements identified in Charge 6 were untrue, or even if they were, that the Second Defendant knew them to be untrue. As regard Charge 6(c), I am not satisfied that the statement that that he did not have "any rights or interests in any action now pending in any court" was untrue. As at that time what was pending were his efforts to enforce a judgment already given. Whilst it is arguable that a pending action includes

enforcement of a judgment, it is open to sufficient doubt, and even if it did so include, given that doubt, I am not satisfied that the Second Defendant knew that that statement was untrue. For similar reasons, as regards charge 6(d) I am not satisfied that the statement that he did not have a claim against Mr Kazi was untrue. Even if seeking to enforce an established judgment can be regarded as a claim, I am not satisfied so I am sure that the Second Defendant knew that to be the case.

106. I find Charge 6 proved, in relation to the statements identified at sub-paragraphs a, b, e and f of the Charge only.

107. As regards Charge 7:

(1) The Second Defendant's statements in the January Statement concerning his assets and interests in Zimbabwe were false. First his statement that "it was nothing but the truth that Folyjon was in the negative equity" was untrue. That is demonstrated by the valuation of $2.85 million asserted by the Second Defendant in his sworn affidavit, made only three months before the January Statement. Secondly, his statement that he did not own control or have a shareholding in any entity that owned the property was untrue. At the time, through ongoing High Court proceedings in Zimbabwe against the Ministry of Defence, the Second Defendant was seeking to protect and preserve his property rights which he had averred were still extant, asserting that he was the shareholder in the companies which owned the property and that he feared that those companies would be stripped of their title. Thirdly, the statement that he had no interest in the judgment against Mr Kazi was not true. The judgment against Mr Kazi was in his favour. Even assuming that it was genuine, the assignment to Mr Hertzog had a maximum value of $3.7 million. Thus since the judgment debt was for $4.75 million, the Second Defendant retained his entitlement to at least $1.05 million of that judgment sum.

(2) The Second Defendant knew and must have known that these statements were false. First, he knew the true value of 57 Folyjon in view of what he had asserted in his affidavit of October 2019 and having brought legal action to protect his interests. Secondly, he knew that he was a shareholder of the companies which owned 57 Folyjon, since in the proceedings which he had brought and were ongoing, he was positively asserting that position. Thirdly, even if he had assigned part of his interest in the action against Mr Kazi, he knew that the value of the assignment was less than the amount of the judgment debt in his favour.

(3) The Second Defendant's statements were material to the issues before Master Leonard. They were intended to hide the true extent of his interests, in order to deceive the Master that he had insufficient means and assets to pay any interim order towards costs, one of the issues being considered by the Master.

(4) In the context of the history as between the Claimants and Defendants going back to 2013 and earlier, the Second Defendant made the false statements as part of his efforts to frustrate enforcement of the judgments and orders of the Court. In this way they were made, knowing that they were likely to interfere with the course of justice.

I find Charge 7 proved.

Charges 8 to 12: The Defendants' interests in registered companies

The charges

108. In summary, the relevant charges are as follows:

(1) by Charge 8, the Second Defendant failed to disclose his shareholdings and/or official positions in one UK company, one French company and 14 Omani companies[1] and to provide documents concerning those companies.

(2) by Charge 9, the First Defendant failed to disclose her shareholdings and/or official positions in four Omani companies and to provide documents concerning those companies.

(3) by Charge 10, the Second Defendant at the Part 71 Hearing gave false evidence on oath about his shareholdings and/or official positions in companies, stating that he was not and could not be a director or shareholder of any company and that he did not hold any interest in any company or operate businesses through any company but worked under his own name.

(4) by Charge 11, the First Defendant at the Part 71 Hearing gave false evidence on oath about her shareholdings and/or official positions in companies stating that she had no interest in any companies other than Samahram Deco Design and Furnishing LLC and New Best Choice LLC.

(5) by Charge 12, the Second Defendant made a false statement in the January Statement to a similar effect as the false statements in his oral evidence at the Part 71 Hearing (in circumstances where after the conclusion of the Part 71 Hearing he had obtained shares and/or official positions in a further four Omani companies and one UK company).

As regards Charges 8 and 9 the relevant parts of the Part 71 Order are paragraphs 1.1, 1.2, 1.6, 1.8, 1.11 to 1.13 and paragraph 4 of Schedule 2 thereto.

The Evidence

The documents produced

109. At the outset of the Part 71 Hearing the Defendants produced documents in respect of a number of companies. A large proportion of the documents concerned two companies, Samahram Deco Design and Furnishing LLC ("Samahram") and New Best Choice LLC ("NBC"). For each company, the Commercial Registration Certificate ("CRC") and accounts for 2016 and 2017 were provided. Some, limited, documents relating to other companies, including CRCs for six other companies, were provided.

[1] It appears that in respect of one of those companies, Samhan Investment LLC, the CRC number stated in the Schedule (1162742) is wrong. The correct number is 1569007. As a matter of formality, the Schedule should be amended.

The Second Defendant's evidence at the Part 71 Hearing

110. In his oral evidence the Second Defendant denied, on several occasions, that he had any shareholdings or role or direct or indirect beneficial interest in any company, other than his interests in Samahram and NBC. He stated that other than in relation to those companies, he was not an officer or director of any company or corporation and because he was on the OFAC list he was not able to be so. He stated that he was not a shareholder in any company or corporation. He did not receive any money or other assets from any other corporation. When he was referred to his own website which listed 11 companies, he said that the website was old. As at the date of the Hearing he had no positions or interest in any of those companies. He said that he had been self-employed since 2008 when he lost all his companies.

The First Defendant's evidence at the Part 71 Hearing

111. In her oral evidence the First Defendant expressly denied that she was an officer or a director in any company or corporation. She said that she was a 5% shareholder in Samahram and a 15% shareholder in NBC. She did not receive any income from those companies and confirmed that she had no interest in any other company apart from those two companies. She added that Samahram was a "losing company" and that there was "no business at all".

Correspondence after the Part 71 Hearing

112. As explained in paragraph 26 above, after the Hearing the Claimants requested in detail documents and information. Those requests included material in relation to company interests. The Defendants have provided no further information

The January Statement

113. In the January Statement the Second Defendant confirmed and emphasised his previous claims made in his oral evidence concerning his limited company interests. In particular he stated that as a result of OFAC sanctions he was "not able to be a director of any company" and that he had no shares or investments. References to previously held positions did not indicate that "I am currently holding directorship positions or have shareholdings in various companies".

Evidence resulting from the Claimants' enquiries

114. The Claimants made various enquiries in respect of the Defendants' company interests, including searches of Companies House in the UK, of the Infogreffe Registre du Commerce et des Societes in France, and of CRCs in Oman.

(1) Companies House in the UK

115. Records from Companies House show as follows:

(1) Until its dissolution on 15 October 2019 the Second Defendant was a shareholder in Pegasus Energy Limited. That he was such a shareholder is shown in its last annual return of 11 June 2016 and in its "person with significant control" form dated 19 August 2019.

(2) From 22 August 2019, the Second Defendant was a director and shareholder of Open Oman Limited.

(2) French Infogreffe

116. By search dated 27 September 2020, the Claimants discovered that the Second Defendant is a director and shareholder of a French company, NADA SCI, a position which he had held since 1997.

(3) Oman

117. The result of Mr Al Habboub's enquiries in Oman are set out in the two reports provided to the court. In his second report he explains that he was asked to investigate the Defendants' company interests with the Ministry of Commerce in Oman and that he had conducted an analysis of whether the Defendants had produced all the documents that they were obliged to produce at the Part 71 Hearing. He had searched for CRCs for Omani companies with some connection to the Defendants.

118. In his second report, Mr Al Habboub gives important evidence in relation to the purpose of a CRC and associated legal obligations. All natural and juristic persons carrying out a commercial activity in Oman must be registered at the Commercial Register. Such persons must apply to register their key details within one month of the commencement of activity. There are penalties for violation of the relevant provisions. Each CRC is provided with a date stamp which reflects the date that it was obtained. The information set out in the CRC reflects the registered information as at the date that it was obtained. The Commercial Register is available to the public and may be used as evidence in respect of the information registered. There is a statutory obligation to register at the Commercial Register, within one month of its occurrence, any amendment relating to the constitutive documents of the company or the individual. Any change in the information relating to the individual or company's shareholding or any other information in the constitutive documents triggers an obligation to update the details registered at the Register. That obligation would result in the information in the CRC being updated.

119. Each CRC has an "expiry date" and must be renewed by paying renewal fees. If the CRC states that it has expired, then this means that the certificate has expired and the relevant authorised persons must renew it . His report continues that if the CRC is not renewed "*while the company will still be able to continue its business operations, it will not be permitted to submit applications such as those relating to registering new employees under the company or updating its CR Certificate*". Further relevant Regulations state that registration is deleted from the Register, either based on a person's request or based on a decision of the Secretary of the Register, if an individual merchant has died or ceased doing business for a period not less than six months, or if a commercial company is liquidated or if a registered branch or agency is closed. Later in his report, he adds that a party's failure to renew the CRC at the Register does not exempt them from complying with their legal obligations and responsibilities that may arise as a result of carrying out a commercial activity in Oman. The implication of this statement is that the fact that a CRC has expired does not indicate that the company or person is no longer carrying out commercial activity active nor that it is not entitled to do so.

120. In his second report, Mr Al Habboub then goes on to compare the evidence provided by the Defendants against the information available on the CRCs. It contains a detailed table setting out companies in which the Defendants were shareholders or officers, but in respect of which they had failed to provide any document or disclosure. These comprise the 14 Omani companies named in Charge 8 (relating to the Second Defendant) and the four Omani companies named in Charge 9 (relating to the First Defendant). He then set out a second table of a further five companies, the CRCs in respect of which the Second Defendant acquired an interest after the Part 71 Hearing but before the date of the January Statement. These are the Omani companies particularised in Charge 12.

121. Of the 14 Omani companies named in Charge 8, one[2] is in fact the Second Defendant acting as a sole trader and not a company and the Claimants do not pursue Charge 8 in respect of this entity. In all the other cases, the CRC (issued in 2020) is annotated "Active" and it is also stated that the CRC had expired (at various earlier dates). Of those 13 companies, six had been placed in liquidation on 20 or 27 January 2019 (about 6 to 7 weeks after the Part 71 Hearing). The Second Defendant was appointed as liquidator in five of those six cases.

122. As regards the four Omani companies named in Charge 9, one was a company also named in Charge 8 and where the Second Defendant had been appointed liquidator. The remaining three companies were active and, as at December 2018, the CRC had not expired.

Conclusions on Charges 8 to 12

123. I make the following preliminary findings.

(1) The relevant date for the purpose of ascertaining whether each Defendant held a relevant interest in any particular company is the date of their attendance at the Part 71 Hearing, namely 4 to 6 December 2018: see paragraphs 1.1 and 1.8 of the Part 71 Orders.

(2) In this context I have given careful consideration to whether, in respect of any company, I can be sure that that the interest of each Defendant was current as at the date of the Hearing, and in particular, whether the fact that its CRC had "expired" prior to the date of the Hearing is evidence that, as at that date, the company did not exist or was not carrying on commercial activity, and thus that the Second Defendant did not have a current existing interest in it. I am satisfied so that I am sure that this is not the case. First, Mr Al Habboub's evidence is that the expiry of the CRC and failure to renew does not prevent the company from carrying on activities and that those CRCs nevertheless evidence an existing interest on the part of the Second Defendant. He further refers to the obligation to update a CRC in the event of relevant changes to the information there recorded. Secondly, the expired CRCs themselves are all dated on the date in 2020 when the details were obtained from the Register and are all marked "active". It is a strong inference from that fact alone that the company in question is still trading actively, and that the Second Defendant had an interest at that date (despite expiry of the CRC, in some

[2] Thamer Saeed Ahmed Al-Shanfari Trading Corporation, CRC No 1042236 – sub-paragraph h of Charge 8

cases many years before) and thus that he also had an interest as at the date of the Hearing, in circumstances where no change of interest has been recorded. I acknowledge that it would have been helpful if Mr Al Habboub had expressly commented on the "active" notation in his report. But his failure to do so does not detract from my conclusion that those companies remained active as at the date of the Part 71 Hearing. Thirdly, for each of the six companies put into liquidation in January 2019, the CRC had also expired years earlier. Yet as regards five of those companies, I am satisfied that the Second Defendant had control of and/or a relevant interest and that the company was active as the date of the Part 71 Hearing on the basis that within a few weeks thereafter that company was placed into liquidation and the liquidator appointed was the Second Defendant himself. The inference is that the Second Defendant had control prior to liquidation and the company was active up to the point of liquidation.

124. In the light of the foregoing evidence, I am satisfied so that I am sure of the following.

125. As regards Charge 8:

(1) The Second Defendant knew of the Part 71 Order made against him. He appeared at the Part 71 Hearing.

(2) The Part 71 Order (and in particular paragraphs 1.8, 1.11 to 1.13 and paragraph 4 of Schedule 2 thereto) required the Second Defendant to disclose full details of his interests in any company, organisation or business venture and documents relating thereto.

(3) At the relevant time, the Second Defendant held relevant interests in, amongst others, the one UK company, one French company and 13 Omani companies identified in Charge 8 (as set out in Mr Al Habboub's second report).

(4) In breach of the Part 71 Order, the Second Defendant failed, within the time provided by the Order, to disclose his interest in, or to provide relevant documentation in respect of, any of those 15 companies.

(5) The Second Defendant knew of the existence of his interest in those companies and thus knew that the Part 71 Order required him to provide those documents. This is demonstrated by the fact that, at the very least to his knowledge, five of those Omani companies were placed in liquidation in January 2019. I find that this supports a conclusion that he was actively seeking to hide his interests in these companies.

(6) The Second Defendant decided deliberately not to disclose those interests or provide those documents.

126. Save in respect of sub-paragraph h, and subject to amendment of sub-paragraph i, I find Charge 8 proved.

127. As regards Charge 9:

(1) The First Defendant knew of the Part 71 Order made against her. She appeared at the Part 71 Hearing.

(2) The Part 71 Order (and in particular paragraphs 1.8, 1.11 to 1.13 and paragraph 4 of Schedule 2 thereto) required the First Defendant to disclose full details of her interests in any company, organisation or business venture and documents relating thereto

(3) At the relevant time, the First Defendant held relevant interests in, amongst others, the four Omani companies identified in Charge 9.

(4) In breach of the Part 71 Order, the First Defendant failed, within the time provided by the Order, to disclose her interest in, or to provide relevant documentation in respect of, any of those four companies.

(5) The First Defendant knew of the existence of her interest in those companies and thus knew that the Part 71 Order required her to provide those documents.

(6) The First Defendant decided deliberately not to disclose those interests or provide those documents. In subsequent correspondence the First Defendant did not choose to correct any error in failing to disclose which she had made inadvertently.

I find Charge 9 proved.

128. As regards Charge 10

(1) At the commencement of the Part 71 Hearing the Second Defendant was lawfully sworn to give evidence in what was a judicial proceeding.

(2) The Second Defendant's statements in oral evidence that, at the time, he had no relevant interest in any company (as summarised in paragraph 110 above) were false. For the reasons set out in paragraphs 115(1), 116, 120 and 121 above, the Second Defendant had relevant interests in at least 15 companies, including interests as a shareholder and office holder.

(3) The Second Defendant knew and must have known the true position in respect of his company interests and therefore knew that what he was saying in evidence was untrue. This is demonstrated by his participation in the liquidation of five of those companies in January 2019.

(4) The Second Defendant's interests in companies were material; the purpose of the Part 71 Hearing was to investigate and identify the Defendants' means and assets.

(5) In the context of the history as between the Claimants and Defendants going back to 2013 and earlier, the Second Defendant made the false statements as part of his efforts to frustrate the enforcement proceedings and to evade payment of the judgment sums due to the Claimants. In this way they were made, knowing that they were likely to interfere with the course of justice.

I find Charge 10 proved.

129. As regards Charge 11

(1) At the commencement of the Part 71 Hearing the First Defendant was lawfully sworn to give evidence in what was a judicial proceeding.

(2) The First Defendant's statements in oral evidence that she had no interest in any companies other than Samahram and NBC were false. For the reasons set out in paragraph 120 above, the First Defendant had relevant interests in at least four further companies, including interests as a shareholder and office holder.

(3) The First Defendant knew and must have known the true position in respect of her company interests and therefore knew that what he was saying in evidence was untrue.

(4) The First Defendant's interests in companies were material; the purpose of the Part 71 Hearing was to investigate and identify the Defendants' means and assets.

(5) In the context of the history as between the Claimants and Defendants going back to 2013 and earlier, the First Defendant made the false statements as part of the Defendants' joint efforts to frustrate the enforcement proceedings and to evade payment of the judgment sums due from her and from him to the Claimants. In this way they were made, knowing that they were likely to interfere with the course of justice.

I find Charge 11 proved

130. As regards Charge 12:

(1) The Second Defendant's statements in the January Statement that he had no relevant shareholdings and directorships were false. For the reasons set out above, the Second Defendant did have relevant shareholdings and directorships in companies. Moreover, as at 31 January 2020, those statements were false also because, by that time, he had acquired interests and/or official positions in one UK company and four further Omani companies, identified in the second report of Mr Al Habboub. The fact that these companies were established in the course of 2019 means that there can be no doubt that the January Statement is untrue.

(2) The Second Defendant knew and must have known the true position in respect of the acquisition of these further interests and therefore knew that what he was saying in evidence was untrue.

(3) The Second Defendant's statements were material to the issues before Master Leonard. They were intended to hide the true extent of his interests, in order to deceive the Master that he had insufficient means and assets to pay any interim order towards costs (and which would be the precondition to his

participation in the detailed costs proceedings). This was the principal issue ultimately being considered by the Master.

(4) In the context of the history as between the Claimants and Defendants going back to 2013 and earlier, the Second Defendant made the false statements as part of his efforts to frustrate enforcement of the judgments and orders of the Court. In this way they were made, knowing that they were likely to interfere with the course of justice.

I find Charge 12 proved.

Charges 13 and 14: other companies

The charges

131. In summary, the relevant charges are as follows:

(1) by Charge 13, the Second Defendant failed to produce any information or documents concerning his beneficial interests in or control over three named companies, Oasis Maritime Services LLC ("Oasis Maritime"), Oasis Energy LLC ("Oasis Energy"), and Trans Gulf Energy FZE ("Trans Gulf") (and together "the three companies").

(2) by Charge 14, the Second Defendant at the Part 71 Hearing gave false evidence on oath about his interests in the three companies, stating that he had no interest in, nor control over, any of the three companies, that Oasis Energy had ceased to exist and that he was not connected in any way to Trans Gulf Energy FZE.

As regards Charge 13, the relevant parts of the Part 71 Order are paragraphs 1.1, 1.2 and 1.6 and 1.8 and Schedule 1 thereto (which identifies, amongst others, the three companies).

The Evidence

The documents produced

132. At the outset of the Part 71 Hearing, the Second Defendant produced CRCs for Oasis Maritime and Oasis Energy and a trading licence for Trans Gulf. Those documents did not identify the Second Defendant as having any relevant interest and the Second Defendant did not produce any document or information concerning his beneficial ownership in those companies.

The Second Defendant's evidence at the Part 71 Hearing

133. As regards Oasis Maritime, the Second Defendant said he had no interest or position in, derived no income from, and had no control over, that company. He initially said that he had been an adviser to the company a few years previously but no longer had any connection with it. As regards various payments made by Oasis Maritime to the Second Defendant, the Second Defendant explained that the company had funded the trip he had made to Zürich as he was on a consultancy job for them at the time.

Further a payment which the Claimants had received directly from Oasis Maritime in June 2015 had been made because he had asked Oasis Maritime to pay it on his behalf, as he did not have the money to pay the Claimants. The payment made by Oasis Maritime directly to the First Defendant in March 2018 had been made by his shareholder friend at the company for school fees on the basis that the friend could deduct that payment, if he did any type of advice for the company later on.

134. As regards Oasis Energy, the Second Defendant said he had no interest or position in, derived no income from and had no control over, that company. He accepted that he had previously been a shareholder. He stated that the company had ceased to exist and was no longer operational. Subsequently he stated that it had ceased to work and trade, rather than ceased to exist. He went on to say that he had transferred his 50% shareholding in that company to his brother-in-law for nothing, as the shares were worthless, and in negative equity, once he had been made subject to the OFAC sanctions. His brother had acquired the other 50% shares from a Dubai-based company at a cost of nothing. He linked the failure of the company to the enforcement of a guarantee resulting in the mortgage over his home address.

135. As regards Trans Gulf, he denied that he had control of or a beneficial interest in the company. He said he was not connected to the company in any way. He went on to state that his friend at Oasis Maritime was both the owner and manager of the company.

The Claimants' evidence

136. The Claimants rely on evidence arising from the Third Party disclosure orders and from a report from Mr Haslam.

(1) The Third Party disclosure material

137. Following the Third Party disclosure order, the solicitors acting for the Law Society provided the Claimants with two types of ledgers kept by Neumans, the Second Defendant's former solicitors. The first set of ledgers record payments to, or on behalf of, the Second Defendant from Oasis Maritime and from Trans Gulf in November 2016 in ledgers entitled "Thamer Al Shanfari Oasis Maritimes Services LLC". The payments were recorded as "funds on account from" the relevant company. The second set of ledgers recorded transactions in respect of the Second Defendant and showed payments in from many companies. Amongst those payments is a payment made by Trans Gulf recorded as a "client payment on account" into the Shanfari Oasis Maritime Ledger ; and two payments made by Oasis Maritime in August 2015 made on behalf of the Second Defendant, one being part payment of a bill and the other being "client payment on account".

(2) Mr Haslam's report

138. The purpose of Mr Haslam's evidence is to draw to the attention of the Court common features and information between, on the one hand, website registration details and data associated with the Second Defendant personally and companies in which he has an admitted or verifiable interest and, on the other hand, the three companies. (His enquiries ranged wider than the three companies, but the Claimants have confined their case to the companies which they contend are those where the

connections are strongest). In his report, Mr Haslam summarised the common factors he identified, and in particular the following:

(1) the use of the name Tarik Naidu which was used to register domains for Oasis Energy and Oasis Maritime, the domain for NBC and the domains for 19 websites personal to the Second Defendant;

(2) the use of the email address dns@medenergy.com, which was used to register the domains for the three companies, the domain for NBC and the domains for those 19 personal websites;

(3) a common telephone number which was used to register the domain for Oasis Energy and the domains for 8 of the Second Defendant's personal websites;

(4) a common telephone number which appears on the CRC for Oasis Maritime and on five companies where the Second Defendant is named on the CRC personally;

(5) a common fax number listed on the Oasis Maritime website and CRC, on registration details relating to 9 domains personal to the Second Defendant, the website for Trans Gulf Energy *LLC* (in which the Second Defendant is interested) and the CRC for three other companies where the Second Defendant is named;

(6) a common address was provided as the registered address for, on the one hand, 8 domains personal to the Second Defendant and 8 companies where the Second Defendant features on the CRCs and, on the other hand, Oasis Maritime;

(7) the website for Trans Gulf Energy *LLC*, in which the Second Defendant is a shareholder, displays the same text, logo images and sections of text as the website for Trans Gulf.

Conclusions on Charges 13 and 14

139. The Claimants accept that their case on Charges 13 and 14 is a circumstantial case, relying on "knitting together" three threads of evidence to show that the Second Defendant exercises control over the three companies, namely: the close connections with the companies which he was reluctant to admit at the Part 71 Hearing; the payments made by those companies to or on behalf of the Second Defendant; and Mr Haslam's report raising the inference that he had a role or control over the domain name for those companies.

Charge 13

140. As regards Charge 13, I find as follows:

(1) The Second Defendant knew of the Part 71 Order made against him. He appeared at the Part 71 Hearing.

(2) The Part 71 Orders (and in particular paragraphs1.6 and 1.8, 1.11 to 1.13 thereto) required the Second Defendant to disclose full details of any form of beneficial ownership and any beneficial entitlement to the profits or gains and any control over the business affairs or assets in any company, organisation or other business venture and to produce relevant documents.

(3) *If and in so far as*, at the relevant time, the Second Defendant held a relevant beneficial interest and/or control over one or more of the three companies, then

(a) In breach of the Part 71 Order, the Second Defendant failed, within the time provided by the Order, to disclose his interest and/or control in respect of, such company or companies;

(b) the Second Defendant knew of the existence of his interest in those companies and thus knew that the Part 71 Order required him to disclose those interests;

(c) the Second Defendant decided deliberately not to disclose those interests.

The remaining issue is therefore whether, at the relevant time, the Second Defendant held any such beneficial ownership, entitlement or control over one or more of the three companies.

141. I therefore consider each company in turn. Before doing so, I take account of the fact that the Second Defendant failed to provide information which he undertook to provide during the Part 71 Hearing in respect of how a substantial number of aspects of legal and travel expenses which he had referred to were funded. The Claimants invite me to draw an inference that the failure to provide the promised information support the conclusion that these expenses were funded by the three companies. Furthermore, in my judgment, of the three "threads" of evidence, the greatest weight is to be attached to the payments made by the companies to or on behalf of the Second Defendant.

142. I am satisfied that the cumulative effect of the circumstantial evidence is sufficient to make me sure that, at the relevant time, the Second Defendant had a beneficial interest in and/or exercised control over Oasis Maritime and Trans Gulf. As regards Oasis Energy, whilst it may well be that the Second Defendant had such a beneficial interest and/or control, the evidence is not sufficient to make me sure of such a conclusion. My reasons for these conclusions are as follows

143. As regards *Oasis Maritime*, first, it made significant payment of legal fees to, or on behalf of the Second Defendant, including a direct payment to the Claimants to settle fees owed by the Second Defendant and payments to Neuman ledgers held in the joint name of the Second Defendant and Oasis Maritime and which ledgers were controlled by the Second Defendant. The Second Defendant did not disclose those payments (even though he said he would) and opposed the application to the Court for Third Party disclosure. Secondly, Oasis Maritime made further payments on behalf of the Second Defendant as the Second Defendant admitted in his oral evidence. The explanation that one of those payments was for school fees makes little sense, given that the Second Defendant himself made a payment to the First Defendant on the

same day in a larger sum. The Second Defendant's explanation for the company's funding of his trip to Zürich was inconsistent with his other evidence that he no longer had any connection with the company. Finally, some further support for my conclusion is the particularly strong connection between this company and the Second Defendant in the open source information (as explained in paragraph 138 above).

144. As regards *Trans Gulf*, first, the Second Defendant provided the trading licence for the company (but then denied any connection with it). Secondly, Trans Gulf made payments to Neumans on behalf of the Second Defendant in November 2016. The Second Defendant did not disclose the payments and opposed the application for Third Party disclosure. Thirdly, the contents of the website for Trans Gulf is, in important respects, practically identical to the website for Trans Gulf Energy LLC, in which the Second Defendant is a 99% shareholder. (I observe that the remaining connections in the open source information in relation to Trans Gulf are not as strong as those in respect of Oasis Maritime).

145. As regards *Oasis Energy*, the Second Defendant was a shareholder up until at least 2017 and there are a number of inconsistencies in the Second Defendant's oral evidence at the Part 71 Hearing about the company – i.e. when it ceased activities, what was meant by "cessation", and his claim that he had transferred his shareholding for nothing is difficult to understand. The connections in the open source information are stronger than in the case of Trans Gulf, although not quite as strong as in the case of Oasis Maritime. Nevertheless, significantly, and in contrast with the other two companies, there is no evidence of payments made to or on behalf of the Second Defendant, and in particular no evidence of payment of the Second Defendant's legal fees. This latter factor was the strongest element of the evidence in the case of those two companies; and in its absence, I conclude that I cannot be sure that the remaining circumstantial evidence establishes that the Second Defendant had a beneficial interest or control over this company.

146. In these circumstances, I find Charge 13 proved in relation to Oasis Maritime Service LLC and Trans Gulf Energy FZE and not proved in relation to Oasis Energy LLC.

147. As regards Charge 14, and in the light of the findings on Charge 13:

(1) At the commencement of the Part 71 Hearing the Second Defendant was lawfully sworn to give evidence in what was a judicial proceeding.

(2) The Second Defendant's statements in oral evidence that he had no interest in or control over Oasis Maritime and that he had no control of or beneficial interest in Trans Gulf and was not connected to that company in any way were false, in the light of my findings at paragraphs 143 and 144 above.

(3) The Second Defendant knew and must have known the true position in respect of his interest in those two companies and therefore knew that what he was saying in evidence was untrue.

(4) The Second Defendant's statements in oral evidence were material; the purpose of the Part 71 Hearing was to investigate and identify the Defendants' means and assets.

(5) In the context of the history as between the Claimants and Defendants going back to 2013 and earlier, the Second Defendant made the false statements as part of his efforts to frustrate the enforcement proceedings and to evade payment of the judgment sums due to the Claimants. In this way they were made, knowing that they were likely to interfere with the course of justice.

I find Charge 14 proved in relation to the Second Defendant's statements concerning Oasis Maritime Service LLC and Trans Gulf Energy FZE and not proved in relation to his statements concerning Oasis Energy LLC.

Conclusions on allegations of contempt

148. In the light of my conclusions at paragraphs 85 to 87, 93, 103 to 107, 125 to 130 and 140 to 147 above, I find that, save in respect of sub-paragraphs c and d of Charge 6, sub-paragraph b of Charge 13 and sub-paragraphs b and c of Charge 14, the allegations of contempt of court in Charges 1 to 14 are proved to the criminal standard and that each of the First Defendant and the Second Defendant is guilty of contempt of court

Consequential matters

149. I will consider sentencing in respect of these findings of contempt in due course, and will hear submissions from the Claimants, and from each of the Defendants, should they choose to participate, on the nature and gravity of the contempt and the degree of culpability and harm. The procedure and timetable for the sentencing will be set, in the light of any submissions from the parties.

150. In the meantime I am grateful to counsel and solicitors for the Claimants for the detailed, clear and fair manner in which they have presented the evidence and their clients' case, not least in the circumstances of the Covid pandemic.

Appendix 1: the Part 71 Orders

The Part 71 Order made on 24 May 2018 against the Second Defendant[3] provided, so far as material, as follows:

"1.1 The Judgment Debtor attend…to provide information about his means and any other Information needed to enforce the judgment, including the information sought at paragraphs 1.5 to 1.10 of this Order.

1.2. The Judgment Debtor…produce at court all documents in his control that relate to his means of paying the judgment debt, including the documents set out at paragraphs 1.11 to 1.13 and Schedule 2 of this Order.

TO THE JUDGMENT DEBTOR

…

If you do not comply with this order you may be held to be in contempt of court and imprisoned or fined, or your assets may be seized.

Amount owing

…

If the total amount owing is paid (together with any further interest falling due) , the Judgment Creditors may agree that the questioning need not take place (but may ask for an order for costs).

…

The information required

You will be required to disclose full details of:

1.5 Your income and outgoings.

1.6 Your assets (what you own). This includes assets held by any form of beneficial ownership (for example ownership through entities which you ultimately beneficially own or over which you exercise ultimate control)"

1.7 Your liabilities (what you owe).

1.8 Your interests of any description (including but not limited to any interest as a shareholder, any directorship, any beneficial entitlement to the profits or gains and any control you have directly or indirectly over business affairs or assets) in:

(a) any of the companies listed in Schedule 1; and/or

(b) any other company, organisation or other business venture.

…

Documents in your control

[3] An order in similar terms was made against the First Defendant

You must produce all documents that confirm the information required. If you do not have them in your possession, you must get them if you can. This will include all of the documents listed in Schedule 2. It will also include documents relating to your interests in any companies, organisations or business ventures, including but not limited to any companies listed in Schedule 1, and:

1.11 Two years' balance sheets and profit and loss accounts (or equivalent, where applicable, in respect of foreign companies).

1.12 Current management accounts (or equivalent, where applicable, in respect of foreign companies).

1.13 Any other relevant documents relating to the financial position of companies which you own or in which you have an interest of any description."

Schedule 1 – List of Companies

[sets out 20 named companies, including New Best Choice LLC, Oasis Energy LLC, Oasis Maritime Services LLC, Trans Gulf Energy FZC and Samahram Deco Design Furnishing LLC]

Schedule 2 – List of Documents

1. Any statements, records or other documents and records of your savings, or any other type of the account, in the UK, Oman, or in any other country maintained with any type of financial institution during the past 5 years.

2. All documents that refer to, reflect, or relate to any transfers made to or from any financial account held for your benefit by any third party, for the past 5 years.

3. Any and all signature cards (or equivalent documents) that name you as an authorised signatory on any financial account, for any entity or other third party, for the past 5 years.

4. Any share certificates and other documents relating to proof of ownership and/or of interest of any description in any companies, including but not limited to those in Schedule 1.

5. Any and all documents submitted to any bank, financial institution, or any other person or entity, by you, for any loan or advance, in any capacity (borrower, guarantor, or surety) for the past 5 years.

6. Any and all documents concerning any interest in, or claimed title to, any certificates of deposit, letters of credit, money orders, cashier's cheques, traveller's cheques, bank deposits or escrow funds owned or held by you in the past 5 years.

…

8. Any and all documents evidencing any application signed by you or on your behalf to open a financial account in the UK, Oman, or any other jurisdiction in your name or in the name of any other entity.

9. Any and all documents evidencing ownership of real property in which you currently enjoy a direct or indirect beneficial interest

…

12. Any and all deeds of trust or mortgages held in your favour at present or owned during the past 5 years

13. Copies of any valuations of any property that you have an interest in or held any interest in within the past 5 years.

14. Promissory notes or mortgages you have signed during the past 5 years

15. Copies of all deeds and mortgages under which you hold property."

Appendix 2: summary of charges

This Appendix summarises the Claimants' allegations of contempt as more fully set out in the Schedule.

Banking

Charge 1

The Second Defendant was in breach of paragraphs 1.1, 1.2, and paragraphs 1, 2, 3, 5, 6, and 8, of Schedule 2 of the Part 71 Orders in failing to produce at court at the Hearing banking and financial documents including statements for his accounts with National Bank of Oman, with Bank of Beirut, and with Bank Dhofar; and any record of financial transactions undertaken including Western Union transfers.

Charge 2

The Second Defendant gave false evidence on oath at the Part 71 Hearing by making false statements namely that his accounts with National Bank of Oman and with Bank of Beirut and with Bank Dhofar were not bank accounts and that he had no bank, building society or other accounts.

Charge 3

The Second Defendant knowingly made false statements in the January Statement namely that he did not have a bank account or a credit card.

Mortgage

Charge 4

The Second Defendant was in breach of paragraphs 1.1, 1.2, 1.7 and paragraphs 1, 2, 5, 12 and 15 of Schedule 2 of the Part 71 Orders in failing to produce at court at the Hearing documents concerning the mortgage on his main residence in Oman, No. 15 Boshar Multistory building, including application documents in respect of the mortgage, the mortgage agreement, the facilities agreement, mortgage accounts and statements showing charges and interest and transactional records showing payments or repayments of mortgage funds or of interest.

Zimbabwe

Charge 5

The Second Defendant was in breach of paragraph 1.1, 1.2, 1.6 and paragraphs 9, 12, 13 and 15 of Schedule two of the Part 71 Orders in failing to produce at court at the Hearing documents concerning property in Zimbabwe in which he held a beneficial interest, namely 57 Folyjon Crescent, Harare Zimbabwe, including the deeds of trust through which he held beneficial interest, documents relating to the ownership of the property by Bourhill

Investments (Private) Limited and Graphic Investments (Private) Limited, documents regarding his position as director of those companies and valuations of the property.

Charge 6

The Second Defendant gave false evidence on oath at the Part 71 Hearing by making six false statements, namely that: he had no business interests in Zimbabwe since 2008; no judgment in his favour; no rights or interests in any action now pending in any courts; no claim against Munnar Kazi; had not filed court papers in Zimbabwe in an action against Mr Kazi and that Kamal Khalfan had won that judgment; and 57 Folyjon was in negative equity and he would probably have to pay to sell it.

Charge 7

The Second Defendant knowingly made false statements in the January Statement, namely that his assertion that 57 Folyjon was in negative equity was nothing but the truth that he did not own control or have a shareholding in any entity that owned 57 Folyjon and that he had no interest in the judgment debt against Mr Kazi

Companies

Charge 8

The Second Defendant was in breach of paragraphs 1.1, 1.2, 1.6, 1.8. 1.11 to 1.13 and paragraph 4 of Schedule 2 of the Part 71 Orders in failing to produce at court at the Hearing any documents concerning his shareholdings, official positions or interests in and failed to produce documents relating to one UK company, one French company and 14 Omani companies as identified in the Charge.

Charge 9

The First Defendant was in breach of paragraphs 1.1, 1.2, 1.6, 1.8. 1.11 to 1.13 and paragraph 4 of Schedule 2 of the Part 71 Orders in failing to produce at court at the Hearing any document concerning her shareholdings, official positions or interest in, and failed to produce documents relating to, four Omani companies as identified in the Charge

Charge 10

The Second Defendant gave false evidence on oath at the Part 71 Hearing by making false statements namely that he was not, and could not be a director or shareholder in any company and that he did not hold any interests in any company or operate businesses to any company.

Charge 11

The First Defendant gave false evidence on oath at the Part 71 Hearing by making false statements namely that she had no interest in any companies other than two specified companies she had identified at the hearing.

Charge 12

The Second Defendant knowingly made false statements in the January Statement, namely that, at the time, he was not a director of any company and had no shares or investments

Schedule 1 companies

Charge 13

The Second Defendant was in breach of paragraphs 1.1, 1.2, 1.6, and Schedule 1 of the Part 71 Orders in failing to produce at court at the Hearing any information or document concerning the beneficial interest in or control over Oasis Maritime Services LLC, Oasis Energy LLC and Trans Gulf Energy FZE

Charge 14

The Second Defendant gave false evidence on oath at the Part 71 Hearing by making false statements, namely that he had no interest in or control over any of the three companies identity the subject of Charge 13 and that Oasis Energy LLC was defunct and had ceased to exist in 2017.