

ROYAL COURT  
(Samedi Division)

21st April, 1995

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Before: The Bailiff, and  
Jurats Rumfitt and Potter

<u>Between:</u>	Michael Weber	<u>Plaintiff</u>
<u>And:</u>	Gunter Endriss	<u>First Defendant</u>
<u>And:</u>	Wilhelm Brech	<u>Second Defendant</u>
<u>And:</u>	I.P.U. Limited	<u>Party Cited</u>

Application by the Plaintiff to vary the terms of the order made by the Court on 10th March, 1995, (whereby the injunctions contained in the Order of Justice would lapse on 22nd April, 1995, unless revived by further order), so that the said injunctions should lapse on the Friday immediately following the decision of the court in Bochum, unless revived by further order.

Advocate D.C. Sowden for the Plaintiff.  
Advocate S.J. Willing for the Defendants.  
The Party Cited did not appear and was not represented.

JUDGMENT

5 THE BAILIFF: On 10th March, 1995, sitting in chambers, I granted an ex-parte injunction at the instance of the plaintiff, restraining I.P.U. Limited from holding an extraordinary general meeting on 15th March, 1995.

On 15th March, 1995, an application was made by Mr. Willing on behalf of the first and second defendants to set aside the injunction.

10 The principal ground upon which Mr. Willing moved on the 15th March, 1995, was, as indeed remains the case today, that damages would be an adequate remedy for the plaintiff, were he to be successful in his action.

15 On 15th March, 1995, the Court was persuaded that there was some doubt as to whether damages would be an adequate remedy, in the sense that the profits from the commercial enterprise, in which the parties are engaged, might have been immense.

The Court was also influenced by the information said before it by Miss Sowden, for the plaintiff, that a definite ruling in relation to a separate dispute between the parties, before the German Courts, would be achieved on 29th March, 1995.

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We have now had placed before us affidavits sworn by Dr. Haas, a lawyer acting for the plaintiff, in Germany, and Mr. Vomfell, an attorney at law, acting on behalf of the defendants. Dr. Haas has deposed as to negotiations which have been taking place between the parties, to assess an amount of compensation to be paid by the defendants to the plaintiff. Dr. Haas asserts that an offer of DM340,000, was made on behalf of the defendants, and that in view of that offer he approached the German Court and apprised it of that development.

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It appears that the Court then vacated the date of 29th March, 1995, which had been set down for the hearing. Subsequently, the defendants applied for a fresh date, and we have been told that the German Court will now hear that matter on 31st May, 1995.

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The difficulty for the plaintiff is that the affidavit of Dr. Haas appears to make it clear that the parties have been engaged in negotiations to settle upon a figure of compensation to be paid by the defendants.

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In our judgment it is, therefore, difficult for the plaintiff in these proceedings now to assert that damages could not be an adequate remedy for any loss which he might suffer in relation to the Jersey proceedings.

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Furthermore, the evidence of Mr. Vomfell is that the removal of the plaintiff from the Board of Directors of I.P.U. Limited which, we interpose to state, is the object of the extraordinary general meeting of the company which has been convened, would, "in no possible way harm Weber's position in the German law suit".

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For these reasons it appears to us that there has been a substantial change since the matter was last argued before the Court on 15th March, 1995.

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We accordingly reject the application of the plaintiff for an extension of the injunction and we dismiss the plaintiff's summons.

No Authorities.