Neutral Citation Number: [2024] EWHC 2773 (Comm)

Claim No: CL-2020-000859

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
KING'S BENCH DIVISION
COMMERCIAL COURT (KBD)

The Rolls Building
7 Rolls Buildings
Fetter Lane
London
EC4A 1NL

Wednesday 30th October 2024

Before:

MR. STEPHEN HOFMEYR KC
(Sitting as a Judge of the High Court)

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Between:

(1) CRANE BANK LIMITED	**Claimants**
(2) DR SUDHIR RUPARELIA	
(3) MS JYOTSNA RUPARELIA	
(4) MS MEERA RUPARELIA	
(5) MR RAJIV RUPARELIA	
(6) MR TOM MUGENGA	
(7) MS SHEENA RUPARELIA	
- and -	
(1) DFCU BANK LIMITED	**Defendants**
(2) DFCU LIMITED	
(3) MR JIMMY MUGERWA	
(4) MR JUMA KISAAME	
(5) MR WILLIAM SEKABEMBE	
(6) CDC GROUP PLC	
(7) NORFINANCE AS	
(8) RABO PARTNERSHIPS BV	
(9) ARISE BV	
(10) MR STEPHEN CALEY	
(11) MR MICHAEL ALAN TURNER	
(12) MR ALBERT JONKERGOUW	
(13) MR WILLEM CRAMER	
(14) MR OLA RINNAN	
(15) MR DEEPAK MALIK	

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MS. HANNAH BROWN KC, MR. DAVID CAPLAN and **MS. LAUREN HITCHMAN** (instructed by **Greenberg Traurig LLP**) appeared for the **Claimants**

MS. JACKIE McARTHUR (instructed by **Freshfields**) appeared for the **First and Second Defendants**

MR. GEORGES CHALFOUN (instructed by **Jenner & Block LLP**) appeared for the **Third Defendant,** the **Fifth Defendant** and the **Tenth Defendant**

MR. RICKY DIWAN and **MR. DONNELLY** (instructed by **Addleshaw Goddard LLP)** appeared for the **Sixth** and **Eleventh Defendants**

MR. TOM STEWART COATS (instructed by **Michelmores**) appeared for the **Seventh Defendant**

MS. EMMA JONES (instructed by **Milbank LLP**) appeared for the **Eighth Defendant**

MR. TIMOTHY LAU (instructed by **A&O Shearman**) appeared (**Remotely**) for the **Ninth Defendant**

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Hearing dates: 29 – 30 October 2024

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Approved Judgment

This judgment was delivered *ex tempore* at the conclusion of the oral hearing.

(Transcript prepared without access to all court documents)

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MR. STEPHEN HOFMEYR KC:

1. This dispute concerns events which took place in relation to the takeover, closure and sale of the assets and liabilities of the first claimant, a major Ugandan bank, by the Bank of Uganda. The first claimant brings these proceedings along with its shareholders.

2. The first and second defendants are dfcu Bank Limited and its parent company, respectively. The remaining defendants are the senior executives and directors of the first defendant, the principal shareholders of the first defendant and the directors of the first and second defendants at the material time.

3. The claimants allege that from the spring of 2016, senior Ugandan government officials and officials of the Bank of Uganda engaged in a corrupt scheme to take control of the first claimant, making improper use of statutory and regulatory powers to do so, and then to sell its assets for the benefit of the parties to the scheme. The claimants allege that the first defendant joined the corrupt scheme as purchaser of its assets from the Bank of Uganda, acting as the first claimant's receiver, the purchase being, it is alleged, at a gross undervalue. The other defendants are also alleged to have joined the scheme.

Procedural history

4. The procedural history of the action is set out in the case memorandum, and I need not repeat it in this judgment.

Applications

5. There are now before me six applications made by various groups of defendants pursuant to CPR 25.13(1)(a) and CPR 25.13(2)(c) for orders that the first claimant provide security for their costs up to and including the case management conference.

6. The applications are made on the grounds that the first claimant is a company, that there is reason to believe that it will be unable to pay its costs if ordered to do so, and that it is just in all the circumstances of the case for security to be ordered.

7. The power of the court to order security for costs derives from CPR 25.13: In the exercise of its discretion, the court may make an order - (a) if it is satisfied, having regard to all the circumstances of the case, that it is just to make such an order; and (b) the claimant is a company and there is reason to believe that it will be unable to pay the defendant's costs if ordered to do so.

8. The court may also make an order for security for costs where the claimant is resident abroad, but not resident in a state bound by the 2005 Hague Convention as defined in section 1(3) of the Civil Jurisdiction and Judgments Act 1982. As Uganda is not a party to the 2005 Hague Convention, the defendants could have sought orders against the second to seventh claimants but they have chosen not to do so.

9. The first claimant concedes that it is unable to show that it will be able to pay the defendants' costs if ordered to do so, given the relatively low bar for making out that proposition, but contends that, having regard to all the circumstances of the case, it would not be just to make such an order. The first claimant also accepts, as it must, that because the threshold is met, it would normally be appropriate for the court to order security. Nevertheless, it contends that there are unusually powerful factors which militate against the court making an order for security in this case.

10. The claimants rely on three factors in particular.

    i) First, and most significantly, the second claimant Dr. Ruparelia, who is said to be one of the richest men in East Africa, is a co-claimant with the first claimant, and the claimants accept that costs orders should be made against all the claimants as they have been to date in these proceedings, not solely against the first claimant.

    ii) Second, in addition, Dr. Ruparelia has offered an undertaking to the court to discharge any costs orders made against the first claimant and, should the applicants consider it adds anything, a personal guarantee to cover such liabilities as well. There is extensive and essentially unchallenged evidence that he is most certainly – adopting a phrase which appears to have been coined by Murphy J in the Irish High Court in *Bula Ltd (in receivership) v Tara Mines Ltd* [1987] 1 IR 494 - a "good mark" for such costs. That, as I say, is the claimants' submission. In these circumstances, it is said that there is simply no justification for an order for security for costs

    iii) Thirdly, there is said to be another unusual discretionary consideration which applies to certain of the defendants seeking security. They are indemnified (directly or indirectly) by the Bank of Uganda for their costs. Whilst the claimants do not ask the court to delve into the merits of the current claim against the defendants, there is cast-iron evidence that the Bank of Uganda targeted the first claimant as part of a corrupt scheme and that it has been going to extraordinary lengths to prevent the first claimant's rightful owners, that is the other claimants, regaining control of it and pursuing this claim. On Friday 13 November 2020, the letter before claim for this claim was sent to all the defendants. On Monday 16 November 2020, the Bank of Uganda issued a public notice that it had placed the first claimant into liquidation, and subsequently argued that the liquidation meant that this claim could not be brought. That was despite the Ugandan High Court and the Court of Appeal having previously decided that control of the first claimant had been returned to its directors and shareholders in January 2018. The ensuing litigation in the Ugandan courts resulted in the Ugandan Supreme Court finding the Bank of Uganda's conduct to have been in "manifestly bad faith", "contempt of court" and aimed at "impeding or preventing the course of justice". Despite this, the Bank of Uganda is still impeding practical control of the first claimant being returned to its shareholders. As a consequence, the claimants are disabled from being able properly to contest the applicability of CPR 25.13(2)(c) by reason of the Bank of Uganda's continuing campaign of wrongdoing; and the effect of granting security to

those that are indemnified by the Bank of Uganda will be to protect not those indemnified parties (who do not need protection) but an undoubted wrong-doer who has been harmed and who is continuing to interfere with the first claimant.

These, as I say, are the three factors relied upon and asserted by the claimants.

Legal principles

11. There is no significant dispute regarding the legal principles which are applicable on these applications. First, it is common ground that the preconditions of CPR 25.13(2) are satisfied. The first defendant concedes that it is unable to show that it will be able to pay the defendants' costs if ordered to do so given the relatively low bar for making out that proposition.

12. Second, it is also common ground that once the case has passed through one of the gateways, the other matters are all matters for the court's discretion.

13. Third, that the court is expressly required to have regard to all of the circumstances of the case when deciding whether it is just to make an order for security, is also common ground.

14. The question before the court is therefore whether it is just to make an order having regard to all the circumstances of the case. The following pertinent principles can be derived from the authorities:

    i) First, the purpose of an order for security for costs is to protect against the risk that a defendant may be unable to recover the costs of proceedings brought against it (*Bestfort Developments LLP v Ras Al Khaimah Investment Authority* [2016] 2 CLC 714 at [71].

    ii) Second, the granting of security for costs is a discretion to be exercised in the interests of justice, having regard to the peculiar features of the case before the court. There is accordingly no rule of thumb as to the grant or refusal of an order for security (*BJ Crabtree* (Insulations) *Limited v GPT Systems Limited* [1990] 59 BLR 43, at 49).

    iii) Third, the justification for security being ordered pursuant to CPR 25.13(2)(c) is the fact that the real beneficiaries from a company's litigation are its shareholders, who are otherwise immune from the company's liability to costs. The reason for the jurisdiction is to avoid a situation where a company with no assets, controlled by its shareholders, is able to undertake litigation with the object of benefiting its shareholders without exposing them to the risk of an adverse costs order. The jurisdiction ensures that those likely to benefit from the fruits of litigation by a corporate body will also bear the burden (*Zuckerman on Civil Procedure* (4th Ed), at paragraphs 10.324-10.328).

    iv) Fourth, the preconditions, or gateways, in Rule 25.13(2) are not questions for the court's discretion. They are matters of fact on which the court needs to be satisfied, such as where the claimant is resident, whether there is reason to believe that the claimant's company will be unable to pay the defendant's costs if ordered to do so, whether the claimant has changed

his or her address with a view to evading the consequences of litigation, and so on. But once the case has passed through one of the gateways, the other matters are all matters for the court's discretion. By rule 25.13(1)(a), the court is expressly required to have regard to "*all the circumstances of the case*" when deciding to make an order for security (*Infinity Distribution Limited v The Khan Partnership LLP* [2021] EWCA Civ 565, at [30]-[31], per Nugee LJ).

v) Fifth, where there are co-claimants, only one of whom can be ordered to provide security, the following principles apply:

(a) The starting point is to ask whether the other should, if it were the only claimant, have to pay security. If not, that is an end of the enquiry. If so, the enquiry proceeds.

(b) The existence of a co-claimant against whom no security can be ordered is not a bar to the ordering of security but is a factor to be taken into account in exercising the discretion (see *Pearson v Naydler* [1977] 1 WLR 531, at 904H to 905E, *Kimpton v Ferox* [2013] IEHC 577 at 22A, and *Holyoake v Candy* [2016] EWHC 3065 (Ch) at [57]).

(c) If the co-claimant can be shown both to be liable for the same costs, and to be a "good mark" for those costs, these facts are capable of being a good reason not to order security (*Kimpton v Ferox* and *Holyoake v Candy*, at [57]). The position is the same if the co-claimant is willing to undertake to pay any costs ordered to be paid by the other. *(Primafacio Limited v Tres Conopia Limited* [2023] EWHC 430 (Comm), at [31]).

(d) The claimant against whom security can be ordered bears the burden of proving that the other is a "good mark" (*Holyoake v Candy*, at [57]), where this was accepted by the parties).

(e) If the claimant against whom security can be ordered cannot show that the other is a "good mark" for all of the costs that may be ordered against it, then the defendant will be entitled to the usual remedies, namely security, failing which a stay (*Wright & Anr v Coinbase Global Inc & Ors* [2023] EWHC 1893 (Ch) per Mellor J, at [53] and [55]).

(f) Ultimately, the question is one of discretion: seeking to do justice in all the circumstances and balancing the interests of the parties (*Wright & Anr v Coinbase Global Inc & Ors* [2023] EWHC 1893 (Ch) per Mellor J, at [53] and [55] again).

15. There is no support in the authorities, or in good sense, for the proposition that a co-claimant cannot be a "good mark" in the absence of a payment into court or first-class guarantee. The proposition, if it were correct, would render the "good mark" category of case nugatory. If a bank guarantee is produced, the question of whether a person is a "good mark" does not arise. It is only in the absence of a bank guarantee that the question arises.

16. There is also no support in the authorities for the proposition that when considering the question whether there is reason to believe that a party will be unable to pay costs if ordered to do so, the court *must* apply a rigid timeframe for

payment of 14 to 28 days. The language in which CPR25.13(2)(c) is framed is not so constrained, and the question for the court is whether there is reason to believe that the claimant will be unable to pay the defendant's costs if ordered to do so.

17. The words of CPR25.13(2)(c) undoubtedly import a high degree of promptness, but not a rigid timeframe (see *Longstaff v Baker & McKenzie* [2004] 1 WLR 2917, at [17] and *Unisoft Group Ltd (No. 2)* [1993] BCLC 532, at [534]). I should add that *Unisoft* was decided under the old rules of court before, from recollection, the 14-day limit had been introduced as a general rule. The court has a discretion as to when costs are to be paid, CPR 44.2 and 44.7, although it is normal that they should be ordered to be paid with a high degree of promptness.

18. There was some debate before me as to the relevance of the promptness requirement, if I may so describe it, which forms part of the CPR 25.13(2)(c) gateway to the court's exercise of discretion at the second discretion stage of the analysis.

19. In reaching my conclusions in this case I have been guided by what was said by Nugee J (as he then was) in *Holyoake v Candy* at paragraph [63]:

> "There is also another aspect to it. It is established that in considering, for the purposes of CPR 25.13(2)(c), whether there is reason to believe that a company claimant will be unable to pay the defendant's costs if ordered to do so, the relevant question is whether it would pay within the time ordered (that is usually 14 days or 28 days). A company that has illiquid assets and could pay in the end but is unable to pay with any high degree of promptness is within the wording of the rule. (*Longstaff v Baker & McKenzie*, at paragraph [17].) The same must apply if the question is whether a co-claimant is a good mark, as the principle is that security need not be ordered against a company that is unable to pay if someone else will. …"

20. The promptness requirement is therefore relevant at both stages of the analysis when the court is considering whether a co-claimant is a "good mark". At the first stage, it operates as a constraint; it is a precondition. At the second stage it operates as a factor to which the court may, and almost inevitably will, have regard in the exercise of its discretion. It is not a constraint, but it is an important and significant factor to which the court must give such weight as it considers appropriate.

Background facts

21. I need not recite the background facts to the action. Summaries of the factual background can be found in the case memorandum, in the judgment of Richard Salter QC (as he then was) dated 6 May 2022, on the claimants' successful application for permission to amend their particulars of claim, and in the judgments of HHJ Pelling KC dated 7 October 2022 and Phillips LJ dated 26 July 2023, on the defendants' ultimately unsuccessful application for orders that the English courts have no jurisdiction over the claims against them and setting aside the proceedings on them out of the jurisdiction.

The contentions

22. At a high level of generality, the parties contentions may be summarised as follows.

23. The defendants submit that it is just to make an order for security for costs; that the second claimant is not a "good mark", and that the Bank of Uganda indemnity available to some or all of them is irrelevant for two reasons:

    i) First, the English courts have taken the view that an indemnity available to a party who has applied for a costs award is not to be taken into account when the court is assessing the costs absent "some very exceptional or extreme case" (*LIC Telecommunications SARL v VBT Capital plc* [2016] EWHC 1891 (Comm), at paragraph [25]. The reason for this view is because it is the claimant in the proceedings, the party who has created the costs risk, who should bear the risk, and not any other person. The defendants contend that this is not an exceptional or extreme case falling outside the normal rule.

    ii) Second, in any event, the sixth and eleventh defendants contend that they have not received any payments from the Bank of Uganda under the indemnity.

24. In response, the claimants contend that the second claimant is a "good mark" for the defendants' costs and that this is a complete answer to the defendant's application. They submit, in addition, that the Bank of Uganda indemnities and the Bank of Uganda's conduct, taken together, present a most unusual additional discretionary factor, which is an additional reason why this is an exceptional case.

Analysis

25. As the threshold condition is met in this case, the starting point is that it would normally be appropriate to order security. This is common ground. What separates the parties is their answer to the question whether, unusually, there are powerful factors in this case which militate against the court making an order for security.

26. Based on the evidence before the court, I am satisfied that the claimants have shown that there are such factors in this case. The two most pertinent factors, which work in tandem, are, first, that the second claimant is willing to undertake to pay any order the court may make that costs are to be paid by the claimants; and, second, that the second defendant is a "good mark" for those costs, i.e. that if a costs order were to be made against the claimants, the second claimant would be able to pay it.

27. I have reached this conclusion for a number of reasons.

28. First, the gateway at CPR 25.13(2)(c) is a question of fact. It is a matter of fact on which the court needs to be satisfied. But once the case has passed through the gateway, the other matters are all matters for the court's discretion. The process upon which I must be engaged is an exercise of that discretion.

29. Second, the second claimant is a person of very considerable wealth. In 2019, the second claimant's wealth was estimated by Forbes to be some 1.2 billion USD. His substantial wealth includes Ugandan assets in the region of 279 million USD, including unencumbered land and buildings of about 47 million USD and bank deposits of over 7 million USD, and property in the United Kingdom owned with his family valued at between £4.5 million and £5.5 million.

30. Third, the defendants do not seek to challenge the up-to-date valuations of the second claimant's assets, which show that his assets have increased substantially since 2019, and indeed since the commencement of these proceedings. The second claimant's assets include (a) unencumbered property in London owned by the second claimant and his family, with an estimated value of between £4.5 million and £5.5 million, (b) Ugandan assets recently valued at more than 275 million USD, an increase of about 50 million USD since these applications were made. These assets comprise unencumbered land and buildings with a market value of approaching 50 million USD, shares in listed companies with a market price of about 6.8 million USD, shares in private companies on a net book value basis at USD 113 million, related party loan receivables from companies which are part of the Ruparelia Group of over 100 million USD, fixed deposits and bank balances of more than 7 million USD.

31. The defendants' failure to challenge the extent of the second claimant's assets is not insignificant. Rather than challenge the valuations of the second claimant's assets, the defendants challenge the legal relevance of the second claimant's assets; they contend that these assets do not provide satisfactory evidence of an ability to pay a costs order within the timeframe that will be ordered by the court; and they contend that there is no certainly that the identified assets will remain available to meet a costs order at the end of the trial. These are all points which I will come to address in a moment.

32. Subject to these points, there can be no doubt that the claimant has sufficient assets from which to pay a costs order made against him and/or the first claimant. It was also pointed out by the defendants that the court is not in a position to know under what personal liabilities the second claimant may be, particularly outside of Uganda. This is true and is a factor to which I must have regard. However, based on the evidence before me as to the second claimant's personal wealth, I consider it unlikely that any personal liability he may be under is not dwarfed by the size of his personal wealth. He would not be reported to be a person of such wealth if there was a major question mark regarding his personal liabilities.

33. Fourth, the defendants have not brought an application for security against the second claimant, notwithstanding that the court would have jurisdiction to make such an order if it were sought. If the defendants had been of the view that an application against the second claimant would succeed, the likelihood is that such an application would have been pursued.

34. Fifth, all costs orders which have been made in these proceedings against the claimants have been made against the claimants without distinction between them and each order has been paid promptly. To date the claimants have made payments of £1,355,956 to the defendants to satisfy adverse costs orders, although some of those have had to be repaid. As regards any costs orders in the future, the judge's discretion in costs at the conclusion of the trial is very wide.

I would regard it as extremely unlikely, indeed inconceivable, that any judge would think it fair to the defendants to make an order only against the first claimant at the end of trial or indeed at any intermediate stage of the proceedings, and I am reassured by the words of Bingham LJ (as he then) was to similar effect in *The Seaspeed Dora* [1998] WLR 221, at [227].

35. Sixth, enforcement of a costs order in Uganda, were it to become necessary, is a relatively straightforward and simple procedure. This is not seriously in dispute. The real dispute between the parties concerns the time it would take to enforce a judgment. The claimants' evidence is to the effect that the process should take approximately 40 days, or possibly 54 days. The defendants' evidence is that it would take between six and 12 months.

36. This is a timing issue. There is no suggestion that there is a real risk that enforcement in Uganda will not be possible. Further, it is instructive to note that the time it would take to enforce a costs order in Uganda is not relied upon by the defendants as against the second defendant as a reason why he should be required to post security.

37. Seventh and related to the last, the risk which appears to be of most concern to the defendants is the risk of delay in the enforcement in Uganda of any costs order made at the end of a trial in these proceedings, and the risk of associated expenses.

38. The defendants are not contending that the enforcement of a costs order in Uganda will be impossible or impractical, just that the process of enforcement may take between six and 12 months from start to finish. Nor are the defendants saying that they will not recover the costs and expenses of any enforcement process in Uganda. Nor are they saying that they will not ultimately be able to recover interest on costs in Uganda. It is to protect them against the risk of a delay in the payment of any costs order, a delay which they say will be caused by the length of time it will take to enforce any costs order in Uganda, that the defendants are seeking an order for security.

39. In principle, that might justify security reflecting the "extra burden of enforcement"; and I note that at an early stage the claimants made clear that they would consider offering security in relation to such costs if details were provided. However, the defendants did not take up or even pursue that offer.

40. In my view, whilst it is likely that, if the defendants in due course have to enforce a costs order in Uganda, there will be some irrecoverable cost, expense or interest, the irrecoverable amount is likely to be relatively small, and it will certainly be dwarfed in comparison to the amount which the defendants are seeking in security by the applications before the court.

41. The totality of the evidence therefore leaves me in no doubt that if a costs order were to be made in these proceedings against the claimants, the second claimant would be able to pay it promptly. And even if I were not so satisfied, and formed the view that there would likely be some delay in enforcing a cost order in Uganda, I would have been of the view that the defendants would likely not be significantly prejudiced by such delay.

42. There remains a handful of additional points raised by the defendants which I need to address.

43. First, the offer made by the second claimant, and other claimants, of an undertaking to the court, or a personal guarantee to the defendants, was not a tacit acceptance that an order for security should be made. The purpose of the offer made by the claimants was to counter and respond to the contention that the second claimant might not be liable for a costs order against the first claimant. The offer of an undertaking or a guarantee was made for this purpose.

44. Second, in the absence of evidence of a real risk of dissipation, the contention that a party with significant assets should nevertheless put up security because there is no certainty that it will retain them at the end of trial has no force. Similarly, there is no real-world force in the contention that there is no certainty that the second claimant's assets will still have the same or a similar value at the end of trial. Whilst it is theoretically true that there is no certainty as to the future value of his assets, the same could be said of any party and any asset. Further, given the extent of the second claimant's wealth, it would only be in extraordinary circumstances that his assets would be so depleted by the end of these proceedings that he would not be in position promptly to pay any costs order made against him at the end of a trial.

45. Third, the defendants' contention that the existence of significant assets raises the question as to why conventional security in the form of a bank guarantee is not being offered against these assets is flawed because it elides the owner of the assets, the second claimant, and the separate party being asked to provide security, the first claimant.

46. The first claimant is being asked to put up security but the second claimant is the owner of the assets. The passage in the judgment of Longmore LJ in *AP (UK) Ltd and West Midlands Fire & Civil Defence Authority* [2002] CLC 766, at paragraph [18] was concerned with a single entity situation, and I quote:

> "...without an explanation why money or a guarantee cannot be raised by the claimants from <u>their</u> bank by charging <u>their</u> property to the bank, it is impossible to conclude that the security offered by the claimants is adequate security for costs." (and the emphasis was added to "their" and "their".)

47. Fourth, it is suggested that because the claimants other than the first claimant are not claimants but in reality third parties, their assets are irrelevant. This is a somewhat surprising contention in circumstances where all costs orders to date have been sought and obtained against the claimants as a group. More fundamentally, to the extent that the point has merit, it has been met by the willingness of the second claimant to undertake to the court to pay all costs orders made against the first claimant in these proceedings and to provide a personal guarantee to the same effect.

48. Fifth, the contention of the second claimant's undertaking to the court to pay all costs on behalf of the claimants is not legally enforceable is without merit. An undertaking by a party to this court is enforceable.

49. Sixth, it is contended that the second claimant's assets are inaccessible because some are illiquid and some are co-owned. On the evidence before me, I do not find the submission compelling. The evidence satisfies me that there is good reason to believe that the second claimant will be able to pay the defendant's costs promptly if ordered to do so. And as regards co-ownership, I note that the third claimant is also willing to give an appropriate undertaking to the court, although I do not consider that it is necessary in all of the circumstances.

50. None of these six contentions undermines the conclusion to which I have come based on the totality of the evidence. I remain satisfied that if a costs order were to be made against the claimants, the second claimant would be able to pay it promptly.

51. In the light of the conclusions to which I have come, I do not need to deal with the reliance placed by the claimants on the Bank of Uganda indemnities. The Bank of Uganda indemnities are relied upon by the claimants as an entirely independent reason why security should not be ordered. It is common ground that these types of factors will only be relevant to a question of security for costs in an unusual case.

52. If it had been necessary for me to form a view on the matter, I would have concluded that they are, at best, of limited tangential relevance in the instant case, would have placed no significant weight upon them and would have dismissed them as sufficient reason why security should not be ordered.

Conclusion

53. For the reasons I have given, the applications for security are dismissed.

54. I would be grateful if counsel could draw up an appropriate order which will need to include the undertakings by the Second Claimant (Dr Ruparelia) to the Court to discharge any costs orders made against the Claimants and to give a written personal guarantee covering such liabilities.

(**Proceedings continued, please see separate transcript**)

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