

THE EASTERN CARIBBEAN SUPREME COURT
TERRITORY OF THE VIRGIN ISLANDS

IN THE HIGH COURT OF JUSTICE
COMMERCIAL DIVISION

Claim No. BVIHC (Com) 2020/147
BETWEEN:

SOEMARLI LIE

Applicant

and

NG MING HONG

Respondent

Appearances:

Mr. Matthew Hardwick KC, with Mr Richard Evans, Dr Alecia John, Aaron Mayers
for the Applicant at Conyers

Mr. Alain Choo Choy KC, with Mr James Noble, Kate Lan for the Respondent at
Carey Olsen

2026: May 13

ORAL JUDGMENT

- [1] **MITHANI J KC (Ag.):** This is my oral *ex tempore* judgment on the application of the Claimant (also referred to in this judgment as “the Creditor”) dated 19 February 2024, for orders requiring the oral examination of the First Defendant debtor, Mr. Ng Min Hong (“the Debtor”), concerning his assets and financial affairs in aid of the enforcement of a judgment debt arising from a valuation order made in these proceedings.

- [2] The application is advanced on two principal bases. First, pursuant to CPR 44, which provides for the oral examination of a debtor in aid of enforcement, and second, pursuant to CPR 26.1(2)(p), which empowers the Court to order cross-examination on affidavit sworn by the debtor in support of his applications for a stay of execution.
- [3] I have considered the detailed skeleton arguments filed by both parties and the documents in the bundle to which I have been specifically directed, including the authorities bundle. I have also heard lengthy oral submissions by counsel for both parties, Mr. Matthew Hardwick KC on behalf of the Creditor, and Mr. Alain Choo-Choy KC, on behalf of the Debtor.
- [4] This application arises in the context of an exceptionally long-running, hard-fought and high-value commercial litigation. The Claimant has succeeded both at trial and at the valuation stage, and before the Court of Appeal on both the liability and valuation appeals. There now stands an unsatisfied judgment debt of approximately US\$178 million.
- [5] It is common ground that no part of that judgment debt has been paid. That fact is of central importance. Once a party has obtained a valid and enforceable judgment, particularly after appellate scrutiny, the court in which enforcement proceedings are brought must be astute to ensure that the judgment creditor is not deprived of the practical fruits of the litigation by procedural obstruction, excessive technicality, or repeated delaying mechanisms.
- [6] A successful litigant is ordinarily entitled to the fruits of his judgment. That principle is fundamental to the administration of justice and applies with particular force where the judgment creditor has prevailed both at trial and on appeal.
- [7] The Debtor contends that the enforcement of the judgment should be suspended pending further appellate proceedings. I entirely disagree for the reasons I will come

to in a moment. In my judgment, the proper course is for the Debtor to obtain an appropriate stay from the relevant Appellate Court. In the absence of an operative stay binding on this Court, the judgment remains enforceable, and the Creditor is entitled to pursue the ordinary mechanisms of enforcement, including a meaningful examination of the Debtor's financial affairs for the purpose of enforcing that judgment debt.

[8] Mr. Choo-Choy counters this argument by advancing the familiar submission regarding the prejudice that might be suffered by the Debtor if the Privy Council ultimately allows his appeal against the Court of Appeal's decision. He submits that, among other things, such a situation would be manifestly unfair to the Debtor, who would have been subjected to an intrusive oral examination in circumstances where he might ultimately succeed on appeal, including incurring the costs associated with the proposed oral examination. That submission has no real substance. Any issue concerning costs can properly be addressed in any order the Privy Council may make against a creditor in the event of a successful appeal.

[9] The point concerning unfairness or prejudice or damage, as it has been referred to variously in the course of this hearing and also in the documentation, has repeatedly been rejected by the Court of Appeal in this and other jurisdictions, as well as by higher courts in the United Kingdom and the Privy Council. The following excerpt from the White Book at paragraph 52.16.3 is instructive on the issue:

“In **Leicester Circuits Ltd v Coates Brothers Plc** [2002] EWCA Civ 474, the Court of Appeal stated that while the general rule is that a stay of judgment will not be granted, the court has an unfettered discretion. No authority can lay down rules for its exercise. The proper approach is to make the order which best accords with the interests of justice. The court has to balance the alternatives to decide which is likely to cause injustice. Where the justice of letting the general rule take effect is in doubt, the answer may well depend on the perceived strength of the appeal.

The Court added that it is relevant that the appellant may be unable to recover from the respondent the sum ordered in the event of judgment being set aside on appeal. In **Secretary of State for the Environment**,

Food and Rural Affairs v Downs [2008], EWCA Civ 257, a single Lord Justice explained that solid grounds have to be put forward by the party seeking a stay. Those reasons are normally some form of irremediable harm if no stay is granted because, for example, in a case involving an immigration appeal, the appellant will be deported to a country where they allege they will suffer persecution or torture, or because a threatened strike will occur, or because some other form of damage will be done which is irremediable. Such as, for example, in the context of the present case, if the judgment amount were to be paid, the amount may well not be recoverable if the appeal against the judgment brought by the Debtor is subsequently found to be valid and where judgment in relation to the appeal is set aside. However, the single Lord Justice in that case indicated that it is unusual to grant a stay to prevent the kind of temporary inconvenience that any appellant is bound to face because they must live, at least temporarily, with the consequences of an unfavourable judgment which they may wish to challenge in the Court of Appeal.

- [10] Whether the present application is characterised as one for a stay or disguised as an application for an adjournment, the plain fact is that none of the matters relied upon by the Debtor to warrant an adjournment or a stay being granted withstand proper scrutiny. None of the factors which might ordinarily warrant the grant of a stay or an adjournment arise, even if the Court were to assume that the appeal had merit. The appropriate forum in which to seek a stay is the Court of Appeal. The Debtor has had every opportunity to seek a stay from the Court of Appeal and has failed to pursue that relief with the urgency one would expect in circumstances where enforcement has plainly been foreseeable for a considerable period of time.
- [11] Further, and in any event, there is no conceivable basis upon which the Debtor would suffer anything other than minimal prejudice, such as would justify an adjournment. The only enforcement presently sought by the Creditor is information concerning the Debtor's means. There is no other form of enforcement, such as bringing bankruptcy proceedings, that might have persuaded the Court to defer making a bankruptcy order pending the determination of the Debtor's appeal to the Privy Council. Indeed, I make it clear for the avoidance of doubt, that even if the mode of enforcement had been bankruptcy, it is very unlikely that this Court would have granted an adjournment of any bankruptcy application: see, by way of examples, **Re Amalgamated Properties of Rhodesia (1913) Limited** [1917] 2 Ch

115; **Rehman v Boardman** [2004] BPIR 20; and **Dawodu v American Express Bank** [2000] BPIR 983.

- [12] The position, of course, would have been different had the Debtor paid the entirety of the judgment debt into court pending the outcome of the appeal to the Privy Council. However, that has not occurred. Had that payment been made, the sum would have been secured for the benefit of the Creditor pending the determination of the appeal, and there would have been good reason to suspend the operation of the judgment pending the appeal being heard.
- [13] I am not persuaded that this is a case of what Mr. Choo-Choy described as a 'conditional adjournment', by which I understand to mean that the oral examination could proceed but would be liable to be set aside if the appeal to the Privy Council were successful. It is doubtful whether this Court possesses jurisdiction to grant an adjournment, conditional in the manner he suggested.
- [14] However, even if it did, I would decline to exercise such a power on the basis that doing so would effectively usurp the function of the Court of Appeal or the Privy Council in determining whether a stay ought to be granted. In the exercise of my discretion, therefore, I decline to adjourn the application. Since no stay has been granted, the judgment debt remains enforceable, and the Court is entitled to proceed with, and to determine, the oral examination application, subject only to the procedural and substantive objections raised by Mr Choo Choy.
- [15] I accept the Claimant's submission that this application must be measured against the broader chronology of these proceedings, which discloses repeated attempts to delay, defer or evade the substantive consequences of enforcement. The Court should approach the matter with a realistic, commercially-informed perspective. This is not a routine debt-recovery exercise involving modest assets and straightforward disclosure. The size of the judgment, the complexity of the corporate structures implicated, the Debtor's business interests in Indonesia, the apparent extent of the

Debtor's wealth, and the protracted history of the litigation together demonstrate that any meaningful inquiry necessitates full forensic scrutiny.

- [16] The Debtor's principal submission is that CPR 44 contemplates only a limited oral examination conducted by a Registrar, using effectively standard questions and does not permit wide-ranging questions by the Creditor, still less by counsel acting on behalf of the Creditor under the supervision of the Court. I do not accept that submission. It is not supported by the language of CPR Part 44. Even if I am wrong about that and there is some basis to suggest that the terms of CPR Part 44 are unclear, I take the view that CPR Part 44 must be construed purposively and in accordance with the overriding objective. That must permit a wide-ranging examination of the affairs of a debtor on oath.
- [17] The express purpose of Part 44 is to obtain information to assist in the enforcement of a judgment. The Court should, therefore, adopt a practical interpretation of the provisions of that Part – an interpretation that enables the procedure to operate effectively rather than a formalistic interpretation that renders it incapable of achieving meaningful enforcement outcomes. The Debtor's interpretation would produce a process in a case of this magnitude to little more than an administrative exercise that would plainly be inadequate.
- [18] I accept the Claimant's submission that there is nothing in CPR Part 44, or the Practice Direction which supplements it, that expressly prohibits questioning by counsel or a broader forensic examination under the supervision of the Court. In this context, I am not persuaded that there is any substantive distinction between an oral examination and what has been described by both counsel as cross-examination beyond the nomenclature employed in relation to those expressions. Part 44 uses the term 'oral examination' because there will often be no pre-existing witness statement or affidavit upon which the Debtor's questioning is based. It does not seem to me that the use of the expression 'oral examination', therefore, signifies that the judgment creditor is confined to a narrow or formulaic line of questioning.

In my judgment, Part 44 permits any proper question concerning the financial means of a debtor, including questions arising from previously submitted or previously provided information by the debtor in affidavits or other written evidence.

[19] The Creditor is, therefore, entitled to ask questions concerning the financial affairs of the Debtor, irrespective of where the relevant information is contained. There is nothing in CPR Part 44 which restricts questioning to the matters set out in any prescribed form, or which confines the creditor to the questions set out therein. Any submission to the contrary is, in my judgment, entirely unsustainable. Both parties rightly referred to the assistance which this Court may derive from CPR Part 71 in England and Wales. Although not identical to CPR Part 44, it serves a substantially similar purpose. As under Part 44, the English rules prescribe a standard form.

[20] The existence of a prescribed or standard form in England and Wales, at any rate, does not restrict the scope of the oral examination. The use of standard forms is intended to facilitate the procedure, not to confine the judgment creditor's substantive rights to obtain information relevant to enforcement. The same principle applies in this jurisdiction. There are differences between CPR Part 44 and Practice Direction 44 concerning whether the oral examination should take place before a Registrar, Master or Judge. CPR 44 does not expressly refer to an oral examination being conducted before a judge. Nonetheless, in this jurisdiction, oral examinations are commonly conducted before a judge. I am not aware of any objection, whether successful or unsuccessful, having been taken to that practice. In my view, that practice is recognised both by the operation of the Commercial Court's usual procedures and by CPR 2.5.

[21] I initially considered whether, in order to give effect to the express wording of the rules, the oral examination ought properly to be conducted by a Master (that is, if a Master has power to sit in the Commercial Court in that capacity) or otherwise by the Registrar, Deputy Registrar or a properly authorised Court Officer. However, I consider that a Judge of this Court may properly exercise the same function.

- [22] The conclusion follows from the combined effect of CPR Part 44 and the Practice Direction supplementing it, and the reality that, in the Commercial Court, the functions of the court are exercised by a Judge, whilst the powers of a Registrar or Master are largely derivative. In any event, I consider there to be an inherent jurisdiction to proceed in that manner and that such a course is also implicit in the overriding objective reflected in CPR Part 1 and the broad case management powers conferred by CPR 26.1.
- [23] I appreciate that it might be said that CPR 26.1 does not apply because by ordering an oral examination, the Court is not being asked to exercise its case-management powers to progress a substantive claim. Be that as it may, it seems to me to be clear that a Judge would have power to conduct an oral examination. Few cases better illustrate the appropriateness of judicial supervision of the oral examination than one involving the degree of complexity disclosed in the present papers. Nor is there any substance in the submission that paragraph 4.1 of the Practice Direction contains no specific provision permitting a creditor or his representative to carry out the oral examination. The word 'conduct' in paragraph 4.1 refers not to who may ask questions, but rather to who supervises and administers the oral examination process. The reason is straightforward. Somebody has to be in charge of the process, which is court-led and initiated by an application to the court. It would be incongruous for an oral examination initiated by a court application to take place without anyone conducting it.
- [24] In my judgment, the terminology is deliberately used to signify that an oral examination is not in the nature of a hearing of a claim or application, but rather a supervised process for obtaining information concerning the Debtor's financial affairs. The use of 'conduct' rather than 'hearing' is deliberate and apt: a court officer who is neither a Master nor a Registrar would not ordinarily possess the power to conduct a formal hearing. This point is consistent with the observations made by the learned editors of the White Book concerning CPR 71.6, which applies in England and Wales:

“An examination, even if before a Master, is not a hearing for the purposes of CPR Pt 39, but the general principles of open justice applied and required that the examination should be held in public: see **Adare Finance DAC v Yellowstone Capital Management SA** [2021] EWHC 2406 (Comm).”

- [25] I should add that it is, with respect, doubtful whether an oral examination must be held in public. If, as the editors of the White Book point out, an oral examination is not a hearing, I am not sure how the open justice principle can apply to it. My experience of oral examinations in England and Wales is that they take place privately at the court office before an authorised court clerk. Although the record of the examination becomes part of the ‘court records’, it would be unusual for that record to be made available to any third party. i.e., any person other than the creditor at whose instigation the oral examination was ordered.
- [26] In the absence of any express provision excluding the attendance of the creditor or his counsel for the purpose of questioning, the creditor must be entitled to ask questions, subject always to the supervision and control of the Court.
- [27] I make it very clear that the process cannot be used to allow a wide-ranging inquiry that is not directly or indirectly related to the Debtor's financial affairs to be conducted. I have no doubt that a Master, Registrar or Judge conducting the oral examination will control the oral examination and will not allow the creditor to ask questions that do not relate to the debtor's financial affairs. Equally, and I make this clear for the avoidance of doubt, there is no reason whatsoever why the Debtor cannot be represented by legal practitioners and by counsel, including leading counsel.
- [28] Accordingly, I make it clear that counsel, including leading counsel, may attend the oral examination and ask questions concerning the Debtor's financial affairs in relation to those matters which directly or indirectly concern his financial affairs, but no further than that.

- [29] I therefore direct that the oral examination of the Debtor shall proceed before a Judge of the Commercial Court. I do not consider that the decision in **Republic of Costa Rica v. Strousberg** (1880) 16 Ch.D 8, which I considered over the luncheon adjournment, to be of real assistance. That case largely concerned the permissible scope of the questioning of the debtor in a very different historical and procedural context, specifically regarding other debts of the debtor over which the creditor might bring attachment proceedings. The law has developed considerably since that time, and that development has meant not just that the only effective method of enforcement is by attaching a debt, but also by various other methods, including, of course, seeking information to enable the creditor to decide whether the most draconian form of enforcement, that is, a bankruptcy application, might be appropriate.
- [30] I am satisfied that the questions which may properly be asked include any matters relating to the financial affairs of the Debtor. Judicial supervision of the oral examination will ensure that the questioning remains proportionate and relevant.
- [31] The Debtor contends that the application for oral examination is defective, relying on various alleged shortcomings in the completion of Form 29, including its purported use or non-use.
- [32] I do not accept that submission. I was taken through the form this morning by Mr. Hardwick, and it seems to me to be clear that the form appears to have been properly filed by the creditor. If the pages from 867 onwards of the bundle are anything to go by, I do not see that the legal practitioners acting for the creditor could have done much more than they have. To the extent that there has been a failure strictly to comply with any procedural requirement which I have already indicated I do not accept, I waive such non-compliance pursuant to CPR 26.9, insofar as I have power to do so.
- [33] I should add that there is no evidence whatsoever that the Debtor has suffered any prejudice as a result of the alleged defect, whether in relation to the filing or

completion of Form 29. Indeed, it is difficult to see how any such prejudice could arise, particularly given that applications of this nature are ordinarily made without notice, although, of course, they have to be served upon the Debtor. It is very difficult to see what prejudice could arise other than the allegation that the form has not been properly completed. For the sake of completeness, I should say that, in my judgment, this Court does have jurisdiction to cure such defects, and so far as it is necessary for me to do so, I would unhesitatingly exercise that jurisdiction. The White Book notes cases in which minor procedural breaches were held to be plainly remediable, or in respect of which compliance was waived: **see Adare Finance DAC and Yellowstone Capital Management S.A.** [2021] EWHC 2486 (Comm) **and Vale S.A. and BSG Resources Ltd** [2021] EWHC 68 (Comm). Both decisions concern the waiver of minor procedural defects.

- [34] In light of my conclusions under Part 44, it is not strictly necessary for me to consider the scope of CPR 26.1(2) (p). Nonetheless, I do so.
- [35] I am satisfied that CPR 26.1(2) (p) supplies a distinct and independent jurisdictional basis for the relief sought. It is, however, a more restricted basis: under that rule, a creditor is entitled only to have the debtor examined or cross-examined on the contents of his affidavit or witness statement. It does not permit inquiry beyond those contents. By contrast, Part 44 affords a materially broader route for obtaining information from a debtor; CPR 26.1 simply confers wide case-management powers, one of which is the power to order a debtor to be cross-examined on the contents of his written evidence.
- [36] I accept Mr Choo-Choy's point that, in practical terms, there is nothing left to try and therefore no cross-examination to conduct, because the power in question stems from the Court's case-management jurisdiction and the claim has effectively concluded. Nonetheless, whether one looks to CPR 26.1 or any other statutory provision, or to the court's inherent jurisdiction to manage its procedures flexibly, it is plain that the court has power to permit a creditor to question a debtor under

judicial supervision where necessary. Such directions are proper to prevent the court's process from being frustrated by unmeritorious procedural objections raised by a debtor who has long failed to satisfy the judgment debt, and to enable the creditor to obtain information about the debtor's means.

[37] In other words, there has to be a power, if not express then certainly implied, that the court must have to allow information which has been placed before it in the form of witness statements verified by a statement of truth, or affidavits, to be scrutinised to ensure that the creditor is put in a position where he can obtain information and can be satisfied that what is being suggested by the Debtor in those affidavits, is correct. Not allowing the creditor to do so would amount to the court simply disregarding commercial reality.

[38] I accept Mr. Hardwick's assertion that the court would simply be disregarding commercial reality if it just decided not to allow that type of written evidence to be scrutinised further. A Registrar or a properly authorised Court Officer cannot reasonably be expected, without forensic assistance, to unravel complex international asset structures involving corporate vehicles, shareholding, dividend flows, beneficial ownership arrangements, and offshore entities. I also accept the Creditor's submission that there is no procedural hierarchy requiring the Claimant first to undergo a narrow and potentially ineffective oral examination before seeking broader and more effective questioning.

[39] .I do not accept the Debtor's submission that the affidavit sworn in support of his stay application is insulated from scrutiny and cannot properly form the subject of questioning, whether pursuant to CPR 26.1 or under the Court's inherent jurisdiction. The Debtor seeks relief in the form of a stay or adjournment on the strength of evidence which he has voluntarily placed before the Court. It is difficult to see on what principled basis he can simultaneously contend that the very evidence upon which he relies is beyond examination. Such a position would permit a litigant to advance factual assertions in support of substantive relief while denying

the opposing party, and the Court, any meaningful opportunity to test them. I drew the attention of counsel to a case I could recall [**Re Manlon Trading Ltd** [1996] Ch 136] in which the Court of Appeal expressed caution about the routine cross-examination of deponents in interlocutory proceedings. However, that decision does not establish any rule of immunity. Rather, it reflects the need for the Court to exercise its powers proportionately and in accordance with the circumstances of the particular case. Where evidence has been adduced in support of an application, the Court retains the power, where justice requires, to permit appropriate questioning or otherwise subject that evidence to proper scrutiny. That conclusion is reinforced by the Court's case management and evidence-gathering powers, including those contained in CPR Part 44. Further, and in any event, the claim in this case has come to an end, so the situation is different from **Manlon Trading**, where the proceedings were ongoing.

[40] In the present case, the Debtor has chosen to rely upon the affidavit as evidence of his financial position, his asserted inability to satisfy the judgment debt, and the consequences said to flow from enforcement. Those matters lie at the heart of the relief sought. Having invited the Court to act upon those assertions, the Debtor cannot fairly maintain that they are not open to examination. A party that seeks to obtain a forensic advantage by relying upon evidence must ordinarily accept that the evidence may be tested to the extent necessary for the just determination of the issues before the Court.

[41] I therefore accept the Claimant's submission that the evidence advanced by the Debtor concerning his financial circumstances is properly open to examination. Whether that occurs pursuant to the broader jurisdiction conferred by CPR Part 44 or the narrower jurisdiction relied upon by the Claimant, under which any questioning would be confined to the contents of the affidavit itself, the essential point remains the same. The Debtor has chosen to place before the Court evidence directed to his means and ability to satisfy the judgment debt, and that evidence is capable of scrutiny. The affidavit repeatedly asserts a lack of liquidity and an inability

to discharge the judgment debt, whilst at the same time acknowledging substantial shareholdings and the historical receipt of substantial dividend income. It also demonstrates that the Debtor has been able to fund complex and protracted litigation over several years and, when required, to make significant interim payments. Those matters are not necessarily inconsistent, but they plainly give rise to questions concerning the nature, extent, location and accessibility of the Debtor's assets.

[42] In those circumstances, it is both legitimate and proportionate that the judgment creditor be permitted to inquire into those matters through proper examination. Such inquiry is directed not to collateral issues, but to matters which lie at the heart of the Debtor's application and to the Court's assessment of his asserted inability to satisfy the judgment debt.

[43] In short, therefore, I do not accept that the Court should refrain from ordering an oral examination merely because Privy Council appeals are contemplated or pending. I accept that disclosure of financial information engages considerations of privacy and confidentiality. In the excerpt that I quoted from the White Book, there was a suggestion that oral examinations of the type envisaged in Part 71 are conducted in open court. That is not my experience. Oral examinations in England and Wales are usually conducted in private.

[44] In my judgment, the oral examination shall be conducted in private. The scale of the outstanding judgment substantially outweighs the procedural and privacy objections by the Debtor, but nonetheless, it seems to me that the oral examination should be conducted in private.

[45] As to the scope of the oral examination, the relevant factors overwhelmingly justify a broad and effective examination process. The judgment creditor is entitled to meaningful assistance from the Court. The Debtor's position would, in substance, permit him to defer meaningful enforcement scrutiny indefinitely by continuing the appellate process, which he has now initiated.

- [46] The scope of the questions must be considered with reference to the court's task, which is to ensure that the Creditor has a genuine opportunity to obtain information capable of assisting in the enforcement of a very substantial unpaid judgment debt. That necessarily permits wide-ranging questions concerning assets, corporate interests, dividend receipts, beneficial ownership structures, banking arrangements, asset disposals and related financial matters reasonably connected to enforcement.
- [47] The oral examination should not encroach into the private life of the debtor, such as, by way of example, whether he has had any previous convictions, unless there is some basis to suggest that it might reveal information that could assist the creditor to obtain information concerning his means. But the overarching factor here is that the Court will retain control over relevance and proportionality during the oral examination.
- [48] I am satisfied that judges of the Commercial Court have power to conduct the oral examination. I turn briefly to the question of privacy. Confidentiality cannot be deployed as a mechanism to prevent meaningful disclosure or frustrate legitimate enquiries about the enforcement of a judgment. I see no justification for making any form of protective or embargo order beyond directing that the oral examination be conducted in private.
- [49] I accept that I have already stated that the oral examination should be in private but even if it were to be held in public, the Court can embargo not just the record of the oral examination, but any evidence or information obtained in relation to the examination. Mr. Hardwick said that the relevant provision governing this was CPR 26.9, but I consider that, the trial having concluded, the more appropriate framework is the open justice principle reflected in CPR 3.13. The equivalent jurisdiction of England and Wales has now been established by decisions such as **Cape Intermediate Holdings Ltd and Dring** [2019] UKSC 38 and **Moss and The Upper Tribunal** [2024] EWCA Civ 1414.

[50] In short, therefore, the application succeeds.

[51] I should add one matter. In the event of any appeal from this judgment, the transcript, corrected only for typographical and editorial matters, must first be submitted to me for approval. No transcript is to be included in any bundle unless and until it has been approved by the Judge. Unlike England and Wales, this jurisdiction does not have a procedure whereby *ex tempore* judgments are placed before judges for approval. The Court Reporters are to be commended for the accuracy of their transcripts. However, if this judgment is to be included in any appeal bundle, it is appropriate that it be reviewed and approved by the Judge first. The same applies if anyone decides that he or she or they wish to report the judgment more widely and wishes to obtain a transcript for that purpose.

[52] I will hear from counsel on the terms of the draft order submitted by counsel. The order must contain a provision that the Debtor shall attend before this Court on a date to be fixed, to be examined on oath concerning his financial affairs.

Abbas Mithani KC
High Court Judge (Ag)

By the Court

Registrar