

**EASTERN CARIBBEAN SUPREME COURT
BRITISH VIRGIN ISLANDS
IN THE HIGH COURT OF JUSTICE
COMMERCIAL DIVISION
CLAIM NO. BVIHCM2021/0190
BETWEEN:**

WWRT LIMITED

Claimant/Respondent

and

(1) WEBBING LTD

(2) SERGEY VLADIMIROVICH MAKSIMOV

Applicant

Defendants

Appearances:

Mr. Andrew Ng, with Ms. Chassidy Leonard for the Applicant/Second Defendant

Mr. Andrew Ayres, KC, with him Dr. Alecia Johns and Mr. Charles Goldblatt for the Respondent/Claimant

2024: September 25, 26.

NOTE OF ORAL JUDGMENT

1. Introduction

[1] **Wallbank J. (Ag.):** This is a Note of the judgment of the Court, given orally *ex tempore*, on 26th September 2024. This was at the end of a hearing which took place over two days on 25th and 26th September 2024. The hearing concerned applications for various forms of relief sought by the Second Defendant, Mr. Maksimov. Afterwards, one of the parties requested that I formalize the

oral judgment in a Note of Oral Judgment to facilitate publication, on the basis that the judgment might be helpful to the development of jurisprudence in the area of law in question. The underlying facts can be sufficiently gleaned from the following Note. It is not a transcript, although it very largely quotes verbatim what I said. In a few places I have made minor, non-substantive, edits to ease reference and reading. If any, arguably substantive, changes might appear to have been made, the official oral transcript of the hearing is to be taken as governing. To the extent it may be necessary, this Note can then be used as an interpretative guide as to what I meant, if something I said was not clear.

2. Background

- [2] Before the Court is an application by the Second Defendant, filed on 20th December 2023, to set aside a default judgment that the Claimant, WWRT Limited ('WWRT'), has obtained against both the Defendants. The First Defendant, Webbing Ltd, makes no application to set aside the default judgment.
- [3] It was the Second Defendant who filed an application to set aside the default judgment granted in these proceedings as long ago as 21st March 2022 and any consequential orders.
- [4] The default judgment was granted over two and a half years ago, 19 months or so before the application was issued, in default of any Acknowledgment of Service or Defence being filed by either of the First or the Second Defendants.
- [5] The proceedings had been commenced by way of an Amended Claim Form and Statement of Claim. These were filed on or about 10th December 2021.
- [6] It is not in dispute that Mr. Maksimov was personally aware of the proceedings and of the claim documents from 14th December 2021; that is, six days short of two years prior to him issuing the application.
- [7] The Claimant says that the only reason Mr. Maksimov now comes to this Court is because the

Claimant is making some progress in enforcing the judgment obtained. And that, of course, is not a proper basis for the application.

- [8] Prior to obtaining the default judgment against the Defendants, WWRT obtained, on 17th November 2021, an *ex parte* worldwide freezing order and related relief against the Defendants, which was continued at a return date on notice to Mr. Maksimov on 15th December 2021 ('the WFO'). It was further continued on 7th June 2022 after judgment in aid of enforcement.
- [9] On his own sworn admission in this application, Mr. Maksimov was aware not only of the proceedings and the claim documents, but also of his obligations under the WFO, from 14th December 2021.
- [10] The proceedings in this jurisdiction (the 'BVI') began on 3rd November 2021 when WWRT sought an *ex parte* freezing order, in order then in aid of prospective BVI proceedings. The *ex parte* WFO was granted against the Defendants on 17th November 2021. Shortly thereafter an Amended Claim Form and Statement of Claim were filed on 10th December 2021. They were deemed to have been served on Mr. Maksimov on 15th December 2021.
- [11] The claim in this jurisdiction is summarised by the Claimant as follows, although it is quite complex. Mr. Ng, learned Counsel for the Second Defendant, demonstrated the complexity of the claim with his extremely able and incisive analysis with major and minor detail in relation to the prospective Defence that the Second Defendant wants to file. It was a most interesting exposé.
- [12] In summary, Mr. Maksimov, says the Claimant, was at all material times the ultimate beneficial owner and controller of Webbing Limited. During 2007 and 2008, a bank called PJSC Vseukrainskyi Aktsionernyi Bank (VAB) ('the Bank'), of which the Second Defendant was the 'top man', if I can put it very broadly that way, advanced eight loans by way of a Facility Agreement or Letter of Credit to three Ukrainian companies. Each of the borrowers was at all material times ultimately controlled in whole or part by Mr. Maksimov. The loans were obtained from the Bank as part of an elaborate scheme orchestrated by Mr. Maksimov and the First Defendant, by which advances were obtained by the borrowing companies or entities under false pretenses and with

there being no intention or ability to repay them. All the loans remain substantially unpaid. There have only been limited payments or reductions of the interest due.

[13] The Claimant says that Mr. Maksimov and Webbing are liable to WWRT as assignee of the claim in tort under Ukrainian law and also under BVI law. The Claimants says moreover that under Ukrainian law Mr. Maksimov and Webbing are each liable for causing harm by unlawful conduct. There are three bases or three underlying causes of action:

- (1) Unlawful means conspiracy;
- (2) Procuring breaches of contract; and
- (3) Fraudulent misrepresentation.

[14] So in sum, the Claimant says that there was a fraudulent scheme conducted by Mr. Maksimov unlawfully to extract money from the Bank.

[15] There was an assessment of damages hearing in June 2022 when WWRT obtained a final Order against the Defendants in a sum of slightly in excess of US\$85 million, together with interest and costs.

[16] As at the date of this hearing, WWRT is yet to recover any of the amounts awarded to it from either of the Defendants.

3. Legal principles

[17] We turn briefly to the law in relation to the application.

[18] Mr. Maksimov applies for leave pursuant to Rule 13.2 and/or 13.3 of our Civil Procedure Rules ('CPR') 2023, or in the alternative, the 2000 Rules. Yesterday, I ruled that the 2000 rules apply to this application.

[19] There are two aspects to the application for the default judgment to be set aside. One, in certain circumstances a default judgment may be set aside as of right. The law in relation to setting aside

as of right comes under CPR 13.2: a defendant may seek to set aside a default judgment as of right on the basis that it was wrongly entered. Examples would be that the time for filing an Acknowledgment of Service or a Defence had not expired; or on the basis that the defendant was not validly served. In such circumstances, the Court must set aside the judgment.

- [20] Secondly, there is another basis, namely, to invoke the Court's discretion under CPR 13.3 to set aside the default judgment. The discretion is stated in terms that if the mandatory rule, CPR 13.2, is not applied:

"13.3(1) The Court may set aside a judgment entered under Part 12 only if the Defendant...

- (a) applied to the court as soon as reasonably practicable after finding out that the judgment has been entered; and
- (b) gives a good explanation for the failure to file an acknowledgment of service or a Defence; and
- (c) has a real prospect of successfully defending the claim.

13.3(2) In any event, the Court may set aside a judgment in default under Part 12 if the defendant satisfies the court that there are exceptional circumstances."

- [21] The Court can instead vary a judgment, pursuant to CPR 13.3(3).

- [22] The position under the Rules is clear. Unless there is a mandatory basis for setting aside the default judgment or exceptional circumstances would warrant such relief, each and all of the elements of the test in CPR 13.3(1) must be met before the Court's discretion is engaged. Failure to satisfy any one of them is fatal to the application. They are not simply factors to go into the exercise of discretion.

- [23] As to the meaning of 'good explanation' in the context of failing to file an Acknowledgment of Service or Defence, in the case of **Inteco Beteiligungs AG v Sylmord Trade Inc**,¹ this Court, by Justice Bannister, held at paragraph [15], as follows that a 'good explanation' means:

¹ BVIHCM2012/120 (unreported, delivered 9th May 2013).

"...an account of what has happened since the proceedings were served which satisfies the Court that the reason for the failure to acknowledge service or serve a defence is something other than mere indifference to the question whether or not the claimant obtains judgment. The explanation may be banal and yet be a good one for the purposes of CPR13.3. Muddle, forgetfulness, an administrative mix up, are all capable of being good explanations, because each is capable of explaining that the failure to take the necessary steps was not the result of indifference to the risk that judgment might be entered."

[24] Justice Bannister also considered at paragraph [31] that an exceptional circumstance must:

"be one that provides a compelling reason why the defendant should be permitted to defend the proceedings in which the default judgment has been obtained."

[25] That was approved by the Court of Appeal in the case of **The Marina Village Limited v St. Kitts Urban Development Corporation Limited**,² and in another case, **Malcolm Maduro v Department of Customs**.³

[26] On the facts of **Inteco**, Bannister J held that no good explanation had been given by or on behalf of the Defendant for failing to file an Acknowledgment of Service or serve a Defence. Rather, the conduct of the Defendant indicated '...a conscious decision, on her part, at any rate, to ignore the proceedings here in the BVI', which demonstrated 'indifference to, rather than forgetfulness about, the present proceedings until she found out about the judgment, when for the first time she reacted to what was happening here in the BVI.'⁴ That decision was upheld by the Court of Appeal⁵ where Justice of Appeal Michel, as he then was, confirmed at paragraph [34] that if a defendant should fail on any one element of Rule 13.3(1), there would be no need to consider any other.

[27] The issue of timing was considered in the case of **BVI Social Security Board v Pickering**,⁶ where the defendant made its application to set aside default judgment more than two years after finding out about the default judgment. Master Sandcroft, referencing earlier decisions which

² SKBHCVAP2015/0015 (unreported, delivered 19th May 2016).

³ BVIHCVAP2022/0001 (unreported, delivered 19th June 2023).

⁴ At paragraph [18].

⁵ *Sylmord Trade Inc. v Inteco Beteiligungs AG* (BVIHCVAP2013/0003, unreported, delivered 24th March 2014).

⁶ BVIHCV2017/0053 (unreported, delivered 29th September 2020).

refused the grant of relief sought based on delays of one or two months respectively, declined to grant the relief.

- [28] Considerations of promptness are an express requirement. English cases are instructive in that regard as to how delay is treated.
- [29] 'Promptly' does not mean as quickly as possible, which is an open-ended way of looking at things, but with all reasonable speed in the circumstances.⁷
- [30] So, for example, in **Core-Export SpA and others v Yang Ming Marine Transportation Corp and another**⁸ a 23-day delay set against the history of delay, inaction and non-engagement was also fatal, notwithstanding a realistically arguable defence.
- [31] In **Gama Aviation (UK) Ltd v MWWMMWM Ltd**,⁹ a 27-day delay was not prompt even though the Defendant had a realistically arguable defence.
- [32] In **Hart Investments Ltd. v Fidler and another**,¹⁰ 59 days, basically two months, was described as 'very much at the outer edge of what could possibly be acceptable'.
- [33] A delay of 15 and a half weeks was in another case, **Mountain Ash Portfolio Limited (as Trustee of CF Structured Products BV) v Vasilyev**,¹¹ considered to be 'right on the line', and could have resulted in refusal of the application by reason of the Defendant's delay alone.
- [34] Inexcusable, unexplained or unjustifiable delay will be fatal, notwithstanding the existence of a prospectively successful defence. The English White Book¹² cites a number of cases in that

⁷ Regency Rolls Ltd and another v Carnall [2000] EWCA Civ 379 at [45] (Arden LJ).

⁸ [2020] EWHC 425 (Comm) (HHJ Pelling QC).

⁹ [2021] EWHC 2229 (Comm) at [29] to [31] (HHJ Pelling QC).

¹⁰ [2006] EWHC 2587 (TCC) at paragraph 26 (HHJ Coulson QC).

¹¹ [2021] EWHC 1853 (Comm) at paragraph 130 (Mr. Stephen Houseman QC).

¹² Civil Procedure (Sweet & Maxwell; Thomson Reuters 2024) Volume 1 at 13.3.3.

regard, including at the English Court of Appeal level. As Moore-Bick LJ said in **Standard Bank Plc et al. v Agrinvest International Inc et al.**¹³ at paragraph 22:

"The strength of the defence may well be one [factor]. However, promptness will always be a factor of considerable significance, as the judge recognised in paragraph 27 of his judgment, and if there has been a marked failure to make the application promptly, the court may well be justified in refusing relief, notwithstanding the possibility that the defendant might succeed at trial."

[35] That general requirement for promptness is rooted in the interests of finality of litigation. Neither a claimant nor other litigants nor the court system as a whole should be vulnerable to an almost open-ended risk of a judgment being overturned and having to litigate it.

[36] In the case of **Samara v MBI & Partners UK Limited et al.**,¹⁴ the English Judge upheld the Master's decision to refuse to set aside a default judgment where the defendant only applied to do so 16 months after enforcement proceedings had commenced. Doing nothing until steps are taken to enforce a judgment, with the intention of frustrating enforcement, is an abuse of process.

[37] In **Harben Emarand Ltd v Tow It Awaste Ltd et al.**,¹⁵ the judge declined to set aside the default judgment where the defendant had delayed for four months after the date of the default judgment before making the application.

[38] So, we are well beyond those time limits here, but that is the law. That is the example the law gives us, both here and elsewhere.

4. Service

[39] In relation to service, the Second Defendant argued that he had not been validly served. If that was correct, then this Court would be required to set aside the default judgment under CPR 13.2. I did not accept that the Second Defendant was correct: in my view, he had been validly served.

¹³ [2010] EWCA Civ 1400 at [21] to [24], dismissing the appeal from [2009] EWHC 1692 (Comm).

¹⁴ [2014] EWHC 563 (QB).

¹⁵ [2022] EWHC 1353 (IPEC).

- [40] The Claimant here was specifically allowed by order of this Court to serve the Second Defendant at a particular address in London, England. WWRT complied with the terms of that order. WWRT went above and beyond that by providing documents to the Second Defendant in other forms.
- [41] For example, the Claimant did so by allowing non-BVI lawyers, who said that they were instructed by the Second Defendant, to have access to documents *via* an electronic data room.
- [42] So WWRT does not just rely upon service in a strict sense or upon leaving documents at the London, England, address, at which service was permitted to be effected.
- [43] In the circumstances of this case, of which I have heard a lot today in relation to service, it is unarguable for Mr. Maksimov to suggest that the BVI claim and all the documents relating to it have not been validly served on him. The Court is in no doubt about this whatsoever. The Second Defendant was fully aware of those proceedings from the times of service.
- [44] He became aware of the claim on 14th December 2021 when his daughter, Anna, sent him a screenshot of a message regarding an attempt to deliver legal documents at that London property. He was aware of, and he claimed to comply with, the obligations of the WFO from that date and he instructed a Russian law firm with a classic English name, Burchills, to seek an extension of time to provide disclosure of his worldwide assets.
- [45] Between January and April 2022, documents sent to Burchills were definitely conveyed to the Second Defendant, and he received a copy of the default judgment on 28th March 2022 from Burchills.
- [46] It is also clear that the London property concerned was very closely connected to the Second Defendant. He had legal title to that property with his daughter, it seems. His daughter has filed a witness statement in other proceedings, I understand, dated 24th March 2023 - and the service here was in 2021 - where she talked about the circumstances concerning that property. She was an owner, her husband was an owner, and then there was a transfer of her husband's share to her

father for apparently no consideration, or for no payment. Since that time, the property appears not to have been let out, but to have been used either by her father, who has continued to reimburse the daughter for utility expenses, or, the daughter suggested, used by ex-girlfriends of her father. Again, there is no suggestion that the property is being let out. So, if the ex-girlfriends have been allowed to stay there by the father, that is equally just as much the father's use.

- [47] Moreover, the father claims to have wanted that property as an address for himself in London.
- [48] One can ask, is this a residence in London, England, for the Second Defendant? He denied that it was. The only reason why it should not be is that he says he has not been there very much and the evidence is that he travels a lot.
- [49] But one has to ask oneself, what makes a residence a residence? Or rather, in a case where somebody is the owner and the user, even if the house is not physically all the times being used by him, what makes him not a resident?
- [50] The long and the short of it is, not only is this house part of his legal ownership of property, it is also property in which he holds beneficial ownership by way of a beneficial interest. What is clear is that, since 2011, the property has been solely used by or at Mr. Maksimov's behest.
- [51] So, I accept that property is a sufficient residence for him and it is very clear to me that he was correctly served there.
- [52] Insofar as he claims not to have been served, that he claims not to have been evading service and he claims not to have avoided engaging with the BVI proceedings, the true position has already been summarised by Master Sullivan in English proceedings, following a suggestion from Mr. Maksimov's daughter, Maria, that he did not have notice of the hearing there in question. The Master said:

"That is a matter for him if he has not asked you to open post which is in respect of court proceedings which he knows is coming in. When I say 'knows is coming in', he is obviously clearly aware from the first one that documents relating to court proceedings were coming in, and I would expect anybody, if it were not his address and he realised

there were court proceedings, to contact the court through his lawyers or somebody and give, for example, an e-mail address or a WhatsApp number at which he could be served. He has not done that, which is something that the court expects, that people will cooperate with court proceedings. I would expect anybody, if they know they have one document from the court that their daughter has opened and has helpfully forwarded, to say, 'If you get anything else, please forward that to me as well.' That seems to me to be what I would expect from a litigant in proceedings who is properly engaging with those proceedings and not seeking to avoid them."

- [53] In summary, Mr. Maksimov's case in relation to valid and effective service in accordance with the terms of order is hopeless.

5. Court's Discretion under CPR 13.3(1) & (2)

- [54] This takes us into whether or not, as a matter of discretion under CPR 13.3(1), there is a good explanation for failure to file an Acknowledgment of Service.
- [55] The Second Defendant's primary position appears to be that despite knowing all about the proceedings from 14th December 2021, and having had access to a very large number documents from them, and *via* a data room from 12th January 2022, and despite having advice from Burchills, as a result of the impact of the BVI WFO, which he has purported to comply with, he says he was unable for nearly two years to instruct BVI legal practitioners to file an Acknowledgement of Service or even to write to the Court to explain his difficulties and to seek more time to file an Acknowledgment of Service.
- [56] I accept that the Second Defendant was able to file an Acknowledgment of Service before December 2023, when he filed the present application. He offers no evidence or details of any purported unsuccessful attempts to seek BVI legal representation. He identifies no law firms or advisors; no communications with such people are exhibited. He offers no credible evidence of his alleged impecuniosity or inability to source funding from his Ukrainian and Russian assets. In fact, he seems to have access to very considerable funding and to pursue a lavish lifestyle and he has entirely failed to identify the source of any of it. There is nothing before the Court about Mr. Maksimov's means. The idea or the plea of impecuniosity is flatly contradicted by the evidence of his extravagant lifestyle which he has continued to live over the relevant period.

[57] No application has been made, whether in CPR compliant terms or informally, to vary the terms of the WFO, despite Mr. Maksimov being aware of it since December 2021.

[58] These circumstances represent clear evidence of indifference on the part of the Second Defendant since that time, until he suddenly became interested in these proceedings. But for a very long time, he could not care about the BVI proceedings enough to do anything about them. He had the clear hope, it seems to me, that these proceedings would never impact him or any of his assets.

[59] No explanation is offered as to why Mr. Maksimov did not appear as a litigant in person, as he could easily have done, at no cost. Why do I say this? It is because, since the COVID-19 lockdowns, which burst upon us in 2020, this Court has been conducting hearings a lot by Zoom for the convenience of litigants who have genuine difficulty appearing in person or through legal practitioners. It has really opened the door of the Court. It was entirely possible for the Second Defendant to act as a litigant in person.¹⁶

[60] There is no evidence of approaches made, or the timing of the purported, highly opaque loans which now appear to permit Mr. Maksimov to fund this application and his instruction of BVI legal practitioners and Counsel. No explanation is given as to why Mr. Maksimov cannot give the identities and details of the lenders in a confidential exhibit. I am not persuaded to accept his

¹⁶ Note: it must be understood that no litigant has a right, nor a legitimate expectation, to participate in BVI legal proceedings virtually, i.e. through on-line participation only. The conduct of hearings, including whether hearings are to be conducted virtually, is in the discretion of the Judge presiding over the intended hearing in the unique circumstances of each case. There is a general policy that hearings should be conducted in person. In general, where a virtual hearing is allowed to accommodate parties, this will concern short hearings of an interlocutory or procedural nature with time estimates of two hours or less, with the default position being that longer hearings and hearings at which substantive matters of fact and law are likely to be determined are conducted in person. Exceptions can be and are made, where it appears to a presiding Judge that there is good reason to allow this in order to further the overriding objective of the Civil Procedure Rules to deal with the case justly. But this remains the exception and care is taken to ensure that it does not become the norm. More particular rules concerning virtual participation may be laid down from time to time by Practice Direction. It is the obligation of litigants to meet the convenience of the Court. The Court serves its users by expressing the sovereign power of the Crown over its subjects, as part of a highly complex justice administration organisation. This differentiates the Court from other public and private service providers, such as medical doctors and dentists, who place themselves at the convenience of their customers/patients. Court users should expect that they will generally need to adapt their own convenience to that of the Court.

assertions concerning these loans. It was submitted on behalf of the Claimant that these loans were completely incredible, and I am minded to accept that submission.

[61] Mr. Maksimov accepts that funding was not an issue at the time the Acknowledgment of Service was due to be filed. Indeed, it could not have been. It costs nothing to pick up a ball-point pen, fill in the requested basic information, and sign it.

[62] The Claimant said the Second Defendant's excuses about the impediment caused by needing to use Ukrainian and Russian assets are feeble and deceive no one. I accept that submission.

[63] Mr. Maksimov claims that he did not understand what this Court's Orders required him to do, but this cannot be true. He is evidently a seasoned litigant, and he had the benefit of legal advice from highly articulate and intelligent lawyers, Burchills, and that firm's Mr. Kitcatt. It is inconceivable that Mr. Maksimov could, on the one hand, have been aware of and understood his obligations under the WFO as he said he had, but that he was not aware of or did not understand the very simple obligations and deadlines as set out in the response pack to the claim. The deadlines for the relevant steps are expressly set out in the WFO. Within the documents served on Mr. Maksimov on 25th November 2021, there was a response pack and notes. These set out in clear layman's terms the requirement to file an Acknowledgment of Service and the consequences of failing to do so. It is very clear that the default judgment is based upon the failure to file an Acknowledgement of Service or Defence. In all these circumstances, and given that Mr. Maksimov received all of the documents sent to Burchills as of 21st April 2022, at the very latest, it is impossible that he did not understand the obligations on him to file a response to the BVI claim or that he had not been advised of his obligations and the meaning of the particular documents by Burchills' Mr. Kitcatt

[64] The burden of proof is on Mr. Maksimov to give a good explanation for his failure to file an Acknowledgment of Service, but this is a clear case of willful indifference. The Second Defendant had willful indifference until it seems that his London flat was in peril. He has been aware of these proceedings since 14th December 2021. He instructed Burchills to accept service of the WFO. He had the assistance of Burchills at all times. Copious documents were served at the London flat to which at least both his daughters clearly had regular access. He himself clearly had access to and

used the London flat. WWRT's English solicitors even served and provided copious other documents. Mr. Maksimov had, and still has, significant means.

[65] I agree with the Claimant that no court will allow a defendant in circumstances such as these in effect to change his mind to file an Acknowledgment of Service or Defence two years out of time. This would make a mockery of the court system and of the overriding objective of the CPR of dealing with cases justly.

[66] Mr. Maksimov fails to address expressly the issue of timing of this application. What he does instead, is to major on the ostensible merits of his proposed Defence. It is clear that Mr. Maksimov did not engage with the steps to do anything in these proceedings prior to enforcement against the London property being started. He chose not to do anything. Instead, he comes now, and for obvious reasons, he made a grand effort at showing how strong he says his Defence would be. His extremely able lawyer, Mr. Ng, was able to get into the details of this with remarkable acuity and to make many fine and nuanced points which were exceptionally ingenuous and, on the face of it, quite interesting.¹⁷ Interesting though they were to me, it was very clear to me that it was far too late. If all these interesting points were open to be raised, and all these ostensibly great defences were available, they should have been put before the Court months and years ago. We have to move on. Litigants have to move on. There is a public interest in finality of litigation.

[67] To my mind, there is no good explanation for the delay. The application was not made as soon as reasonably practicable. It was far too late and we all must move on. Mr. Maksimov has missed his opportunity. He had an opportunity. He had the help. He had the time. He had everything. He had the papers. He chose not to do anything. He cannot come and say, oh, please, can I do it now? It is too late. Just as when you go by train to Moscow from somewhere, there comes a point when the train door shuts and if you are not on the train, it is just too bad, and that is where we are today. So, the application to set aside the default judgment fails.

¹⁷ I deliberately chose the word 'interesting'. I stopped short of expressing a view on whether the proposed Defence had merit.

6. Costs

[68] The Claimant asked for its costs of the application. Counsel for the Second Defendant entirely properly conceded liability for costs in principle, reserving his rights in respect of quantum. For present purposes, it suffices to record that the Claimant was granted its costs, to be assessed if not agreed within 21 days.

[69] The details of the relief granted were addressed orally at the hearing and need not be recited here.

[70] I take this opportunity to thank both sides' learned Counsel for their assistance.

Gerhard Wallbank
High Court Judge

By the Court

Registrar