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Case No: QB/2019/001070

IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 23 July 2019

Before:

MR JUSTICE LAVENDER

- -

Between:

Mandy C Gray

Claimant

- and -

Hamish George Hurley

Defendant

- -
- -

Jonathan Cohen QC and **Marc Delehanty** (instructed by **Grosvenor Law**) for the **Claimant**
James Bailey QC and **Cara Goldthorpe** (instructed by **Withers LLP**) for the **Defendant**

Hearing date: 25 June 2019

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JUDGMENT

Mr Justice Lavender:

(1) Introduction

1. I gave judgment ("the First Judgment") on the jurisdiction issues in this case on 25 June 2019. On that day I heard argument on Ms Gray's application for an anti-suit injunction, restraining Mr Hurley from pursuing the New Zealand Proceedings. This is my judgment on that application. In this judgment, terms defined in the First Judgment have the same meaning as in that judgment.

2. Mr Cohen submitted that I should grant an anti-suit injunction because:

   (1) that was required to protect Ms Gray's right under Article 4(1) of the Judgments Regulation not to be sued outside England, where she is domiciled;

   (2) that was the right thing to do in the exercise of my discretion; and/or

   (3) it would be contrary to section 6 of the Human Rights Act 1998 for me to do otherwise.

3. I will address each of these submissions in turn.

4. I was referred to a number of well-known cases concerning the principles governing the grant of anti-suit injunctions, including: *Midland Bank Plc v Laker Airways Ltd* [1986] 1 QB 689; *Amchem Products Incorporated v. British Columbia (Workers' Compensation Board)* [1993] 1 SCR 897, at 933; *Donohue v Armco Inc* [2002] 1 All ER 749, at [19]; *Deutsche Bank AG v Highland Crusader Offshore Partners LP* [2010] 1 WLR 1023, at [50]; *Star Reefers Pool Inc v JFC Group Co Ltd* [2012] 1 CLC 294, at [25]; and *Stichting Shell Pensioenfonds v Krys* [2015] AC 616, at [17]-[18]. The eight propositions set out by Toulson LJ in paragraph 50 of his judgment in *Deutsche Bank v Highland Crusader* are a helpful summary of the key principles. His propositions 2 to 6 were as follows:

> "2. It is too narrow to say that such an injunction may be granted only on grounds of vexation or oppression, but, where a matter is justiciable in an English and a foreign court, the party seeking an anti-suit injunction must generally show that proceeding before the foreign court is or would be vexatious or oppressive.
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> 3. The courts have refrained from attempting a comprehensive definition of vexation or oppression, but in order to establish that proceeding in a foreign court is or would be vexatious or oppressive on grounds of forum non conveniens, it is generally necessary to show that
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> (a) England is clearly the more appropriate forum ("the natural forum"), and
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> (b) justice requires that the claimant in the foreign court should be restrained from proceeding there.
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> 4. If the English court considers England to be the natural forum and can see no legitimate personal or juridical advantage in the claimant in the foreign proceedings being allowed to pursue them, it does not automatically follow

that an anti-suit injunction should be granted. For that would be to overlook the important restraining influence of considerations of comity.

5. An anti-suit injunction always requires caution because by definition it involves interference with the process or potential process of a foreign court. An injunction to enforce an exclusive jurisdiction clause governed by English law is not regarded as a breach of comity, because it merely requires a party to honour his contract. In other cases, the principle of comity requires the court to recognise that, in deciding questions of weight to be attached to different factors, different judges operating under different legal systems with different legal polices may legitimately arrive at different answers, without occasioning a breach of customary international law or manifest injustice, and that in such circumstances it is not for an English court to arrogate to itself the decision how a foreign court should determine the matter. The stronger the connection of the foreign court with the parties and the subject matter of the dispute, the stronger the argument against intervention.

6. The prosecution of parallel proceedings in different jurisdictions is undesirable but not necessarily vexatious or oppressive."

5. It is well-recognised that a party who has made a contractual promise to bring a claim in England will usually be held to that promise, and an anti-suit injunction will usually be granted to restrain any breach of that promise. The position is similar where a party is subject to a statutory, rather than a contractual, obligation to bring a claim in England. The central issue on this application is whether Mr Hurley is subject to a statutory obligation of a kind which can be enforced by injunction to bring his claim against Ms Gray in England rather than anywhere else.

(2) The Judgments Regulation

6. The Judgments Regulation is the successor to:

(1) the Brussels Convention, i.e. the Convention of 27 September 1968 on jurisdiction and the enforcement of judgments in civil and commercial matters; and

(2) the first Judgments Regulation, i.e. Council Regulation (EC) No. 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.

7. Recitals (13) and (15) to the Judgments Regulation state as follows:

"(13) There must be a connection between proceedings to which this Regulation applies and the territory of the Member States. Accordingly, common rules of jurisdiction should, in principle, apply when the defendant is domiciled in a Member State."

"(15) The rules of jurisdiction should be highly predictable and founded on the principle that jurisdiction is generally based on the defendant's domicile. Jurisdiction should always be available on this ground save in a few well-defined situations in which the subject-matter of the

> dispute or the autonomy of the parties warrants a different connecting factor. The domicile of a legal person must be defined autonomously so as to make the common rules more transparent and avoid conflicts of jurisdiction."

8. The principle that jurisdiction is generally based on the defendant's domicile is embodied in Article 4(1) of the Judgments Regulation, which provides as follows:

> "Subject to this Regulation, persons domiciled in a Member State shall, whatever their nationality, be sued in the courts of that Member State."

9. The operative word is "shall" and the Court of Justice has described this Article as mandatory in nature and as "the fundamental rule of jurisdiction": *Owusu v Jackson* [2005] QB 801, at [37] and [45]. It is well established that the exceptions to this fundamental rule are to be narrowly interpreted.

10. The implications of the mandatory nature of what is now Article 4(1) have taken some time to be appreciated in this country. For instance, in *Owusu* the Court of Justice held that a court of a Member State was precluded by the Brussels Convention from declining the jurisdiction conferred by what is now Article 4(1) of the Judgments Regulation on the grounds of forum non conveniens. It followed that the Court of Appeal had been wrong to hold otherwise in *Re Harrods (Buenos Aires) Ltd.* [1992] Ch 72.

11. The Court of Justice also acknowledged in *Owusu* that one of the aims of what was then the Brussels Convention was the protection of, inter alia, defendants domiciled in Member States. In relation to the potential application of the forum non conveniens doctrine, the Court said (at [42]):

> "The legal protection of persons established in the Community would also be undermined. First, a defendant, who is generally better placed to conduct his defence before the courts of his domicile, would not be able, in circumstances such as those of the main proceedings, reasonably to foresee before which other court he could be sued."

12. Recital (18) to the Judgments Regulation is in the following terms:

> (18) In relation to insurance, consumer and employment contracts, the weaker party should be protected by rules of jurisdiction more favourable to his interests than the general rules.

13. Sections 3, 4 and 5 of Chapter II of the Judgments Regulation contain special rules which apply respectively to jurisdiction in matters relating to insurance, over consumer contracts and over individual contracts of employment. In particular, Article 22(1) in section 5 provides as follows:

> "An employer may bring proceedings only in the courts of the Member State in which the employee is domiciled."

14. This Article was the one which applied in the two cases relied on by Mr Cohen, i.e. *Samengo-Turner v J&H Marsh McLennan (Services) Ltd* [2007] EWCA Civ 723 and *Petter v EMC Europe Ltd* [2015] EWCA Civ 828. Each of those cases concerned a

matter relating to an individual employment contract where the employee had entered into a written agreement that the courts of another state (New York or Massachusetts) should have jurisdiction and the employee had been sued in that state, but Article 22(1) took precedence over the jurisdiction agreement and the employee sought and obtained an anti-suit injunction restraining the proceedings in the courts of the other state.

(3) The Effect of a "Breach" of Article 4(1)

15. Ms Gray is domiciled in England and it is not suggested that any of the exceptions to Article 4(1) apply in the present case. The fundamental rule applies. What is the significance of that fact for Ms Gray's application for an anti-suit injunction? Mr Cohen submits that the effect of Article 4(1) is that Ms Gray was entitled to be sued in England and in no other jurisdiction and that, conversely, Mr Hurley was obliged not to sue her in any other jurisdiction. Mr Cohen submits that, by suing her in New Zealand, Mr Hurley has acted in breach of her right not to be sued in any jurisdiction other than England, and that an anti-suit injunction should be granted to protect that right.

16. Mr Cohen's argument can be seen as a contention that on 25 March 2019 the Judgments Regulation, as part of English law, imposed an obligation on Mr Hurley, who was not then in England and who, as I have found, was not then domiciled in England or in any other EU state, an obligation not to bring any civil proceeding against Ms Gray in any jurisdiction except England, an obligation which he owed to Ms Gray and which is capable of being enforced by injunction. That is a strong thing to say.

***(3)(a) Judgments before* Samengo-Turner**

17. A similar argument was advanced in *The ERAS EIL Actions* [1995] 1 Lloyd's Rep 64: see p. 66, col. 2. Potter J held that the decision in *Re Harrods* meant that there was no breach of any right under the Brussels Convention. (As I have said, the Court of Justice has now held, in effect, that *Re Harrods* was wrongly decided.) In the light of that finding, Potter J did not have to decide the issue whether the Convention gave rise to rights or obligations as between potential litigants. However, he expressed his doubts on this point as follows:

> "I incline to the view, as submitted for the foreign plaintiffs, that it is not helpful to categorize commencement of suit in a jurisdiction other than that laid down by the Convention as the invasion of a "right" in the traditional sense accorded to that term as a foundation for the grant of injunctive relief."

18. Andrew Smith J expressed himself in more definite terms on this point in an obiter dictum in *Evialis S.A. v S.I.A.T.* [2003] 2 Lloyd's Rep 377, at [139(ii)]:

> "Secondly, the right that Evialis assert and seek to protect is a right arising under the Regulation. The Regulation itself provides a machinery for protecting the rights that it confers, and for determining the court that is to give effect to those rights and to enforce the corresponding obligations. I recognise, as Mr Morris emphasised, that the Brussels Regulation is directly applicable, and so creates rights and obligations between individuals under the

> EC Treaty, but this does not seem to me to justify granting injunctive relief outwith the machinery of the Regulation in order to enforce any rights that it confers."

19. These were the only judgments touching on this point to which I was referred which predated the decision of the Court of Appeal in *Samengo-Turner*. Unless I am precluded from doing so by the decision in *Samengo-Turner*, I agree with what Andrew Smith J said in *Evialis* insofar as it applies to a "breach" of Article 4(1).

(3)(b) **Samengo-Turner**

20. As Moore-Bick LJ said in *Petter* (at [29]), the foundation of the decision in *Samengo-Turner* was that what is now Article 22(1) created a right which was capable of protection by injunction. That decision is considered by several learned commentators to be wrong, but it is binding on me. The question for me is whether the ratio of the decision in *Samengo-Turner* also extends to Article 4(1). I have not found this to be an easy question. Tuckey LJ, with whom Longmore and Lloyd LJJ agreed, said as follows in paragraph 25 of his judgment in *Samengo-Turner* (emphasis added):

> "It is well established that the terms used in an instrument such as the Regulation have to be given an autonomous (European) meaning so that each Member State will apply it consistently and not interpret it in accordance with its own national law. So what are the objectives of the Regulation? Those which are relevant can be gleaned from recitals 11–15. Thus the Regulation is obviously designed to avoid jurisdiction disputes. To this end it aims to achieve certainty and avoid multiplicity of proceedings. Jurisdiction is allocated to the court with the closest connection to the dispute. <u>The general rule is that a party is entitled to be sued in the courts of his or her own domicile</u>, but there are exceptions to this rule, for example where the parties have agreed otherwise (Article 23). In matters relating to contracts of employment however, the employee can only be sued in the court of his domicile (Article 20) unless he has agreed to some other jurisdiction after the dispute has arisen (Article 21(1)). These special provisions meet one of the objectives of the Regulation which is to protect employees who are regarded as the weaker party in the employment relationship from a socio-economic point of view. So much is common ground between the parties in this case, as is the principle that if section 5 is engaged the fact that the employer is not domiciled in a Member State is irrelevant (see *General Insurance v Group Josi* [2001] QB 68)."

21. The sentence which I have emphasised suggests that Tuckey LJ regarded what is now Article 4(1) as having the effect that a potential defendant domiciled in England has an entitlement to be sued only in England, subject to the exceptions provided for elsewhere in the Judgments Regulation, but he did not elaborate on the nature of this entitlement. Then in paragraph 41 of his judgment Tuckey LJ said as follows (emphasis added):

> "We were referred to various English cases which have dealt with these problems in the context of commercial disputes where injunctions have been claimed on the basis of an exclusive jurisdiction clause or forum conveniens.

> But no case was cited to us where the exclusive jurisdiction of the English court was mandated by statute. Mr Dunning submitted that where that was so, the case for an injunction was at least as strong as a case based on an exclusive jurisdiction clause. I do not necessarily accept this. In general, if parties agree an exclusive jurisdiction clause they should be kept to their bargain; if, as here, the exclusive jurisdiction of the English courts is imposed by statute it can be said that the case for an injunction is not so strong, particularly where the statute has provided that an agreed exclusive jurisdiction clause is of no effect."

22. Is the present case one in which the exclusive jurisdiction of the English courts is imposed by statute? It is not clear how Tuckey LJ would have answered this question:

(1) As noted above, Tuckey LJ appears to have regarded what is now Article 4(1) as conferring an entitlement.

(2) On the one hand, Article 4(1) does not impose exclusive jurisdiction in the sense in which that expression is conventionally understood. Section 6 of Chapter II of the Judgments Regulation is entitled "Exclusive Jurisdiction". It contains Article 24, which provides that certain courts shall have exclusive jurisdiction in certain cases, such as in proceedings which have as their object rights *in rem* in immovable property. Article 25, in section 7 of Chapter II, also provides that jurisdiction shall be exclusive if the parties have agreed that a court is to have jurisdiction to settle their disputes, unless they have agreed that that jurisdiction shall not be exclusive. Article 22(1) can also be said to provide for exclusive jurisdiction in the sense that the only exception to Article 22(1) is that provided for in Article 23(1), i.e. an agreement entered into after the dispute has arisen. By contrast, Article 4(1) is subject to the exceptions provided for in section 2 ("Special jurisdiction"), sections 3 to 5, section 6 ("Exclusive jurisdiction") and section 7 ("Prorogation of jurisdiction") of Chapter II.

(3) On the other hand, none of the exceptions to Article 4(1) apply in the present case. Article 4(1) is mandatory. It provides that Ms Gray shall be sued in the United Kingdom. It does not use the word "only", which is to be found in Article 22(1), but that is not an indication that it permits a claim to be brought against Ms Gray outside the United Kingdom. Its effect on the facts of the present case is that the United Kingdom is the only jurisdiction in which Ms Gray can be sued consistently with the provisions of the Judgments Regulation.

23. In paragraph 43 of his judgment, Tuckey LJ said as follows (emphasis added):

> "Doing nothing is not an option in my judgment. The New York court cannot give effect to the Regulation and has already decided in accordance with New York law on conventional grounds that it has exclusive jurisdiction. The only way to give effect to the English claimants' statutory rights is to restrain those proceedings. A multinational business must expect to be subject to the employment laws applicable to those they employ in different jurisdictions. Those employed to work in the MM group in London who are domiciled here

> are entitled to be sued only in the English courts and to be protected if that right is not respected. There is nothing to prevent MMC and GC or any other company in the MM group from enforcing their rights under the bonus agreements here."

24. On the one hand, the sentence which I have emphasised indicates that Tuckey LJ regarded the grant of an injunction as a matter of enforcing statutory rights and, as I have already said, he appears to have regarded article 4(1) as conferring an entitlement on someone in Ms Gray's position. On the other hand, the remainder of paragraph 43 concerned the particular position of employees, who have the benefit of the particular provisions of Article 22(1).

25. The simple fact is that the court in *Samengo-Turner* did not have to address the question whether, as Mr Cohen contends, a "breach" of what is now Article 4(1) ought ordinarily to lead to an anti-suit injunction. I recognise the argument that the reasoning in *Samengo-Turner* extends beyond Article 22(1) to Article 4(1), but I am not persuaded that I am obliged to conclude that a "breach" of what is now Article 4(1) ought ordinarily to lead to an anti-suit injunction.

***(3)(c)* Petter**

26. For present purposes, the facts of *Petter* were indistinguishable from those of *Samengo-Turner*. It is therefore no surprise that the Court of Appeal regarded itself as bound by *Samengo-Turner*. What I need to focus on is whether the judgments in *Petter* shed any more light on the question whether the approach which the Court of Appeal in *Samengo-Turner* held should apply to an Article 22(1) case should also apply to an Article 4(1) case. I am not persuaded that they do.

27. I note first what Moore-Bick LJ said in paragraph 29 of his judgment in *Petter*:

> "Some commentators have suggested that the effect of Article 22(1) of the Regulation is to create rights of a public, rather than a private, nature which are not capable of being protected by injunction. However, no argument of that kind was addressed to us and it would in any event have been precluded by the decision in *Samengo-Turner*, in which the existence of a right capable of protection by injunction was the foundation of the decision."

28. It is unsurprising that, in a case which was on all fours with *Samengo-Turner*, there was no consideration of the wider issues which might have arisen in a case which considered the question (which I have to consider) whether the decision in *Samengo-Turner* extends to a "breach" of Article 4(1). This serves to underline the point that *Petter*, being a case on all fours with *Samengo-Turner*, did not need to, and did not in fact, provide much assistance as to how far the decision in *Samengo-Turner* extended beyond a "breach" of Article 22(1).

29. This point is further illustrated by the fact that both Moore-Bick LJ and Vos LJ, when seeking to state the ratio of *Samengo-Turner*, expressly confined it to employment cases. Thus:

    (1) In paragraph 31 of his judgment, Moore-Bick said (emphasis added):

> "If it is necessary to spell out the principle which emerges from the judgment it is that in a case falling within Section 5 of the Regulation an anti-suit injunction should ordinarily be granted to restrain an employer from bringing proceedings outside the Member States in order to protect the employee's rights."

(2) In paragraph 40 of his judgment, Vos LJ said (emphasis added):

> "That ratio is, I think, that it is not open to the court to refuse an injunction where the overseas court cannot give and has not given effect to the Regulation, so that the only way to give effect to the English employee's statutory rights is to restrain the overseas proceedings."

30. I do not derive much, if any, assistance from the debate between Vos LJ (in paragraphs 42 to 44 of his judgment) and Sales LJ (in paragraphs 47 to 61 of his judgment) as to whether or not *Samengo-Turner* was rightly decided. That is not a question for me, and what is said about it does not seem to me to touch on the question whether the reasoning in *Samengo-Turner* extends to a "breach" of Article 4(1).

(3)(d) Conclusion

31. For the reasons which I have given, I do not accept Mr Cohen's submission, attractively presented as it was, that I should grant an anti-suit injunction as a way of enforcing Mr Hurley's statutory obligation to observe Ms Gray's right under the Judgments Regulation not to be sued in any jurisdiction outside the United Kingdom.

(4) Discretion

32. Mr Cohen's second submission was that I should grant an anti-suit injunction in the exercise of my discretion. I should note at the outset that he submitted that Mr Hurley's "breach" of Article 4(1) was a significant factor in the context of the exercise of my discretion, even if it did not lead (as I have found that it did not) to a presumption in favour of an injunction. I do not accept this argument. When it comes to the exercise of my discretion, the question whether England is the appropriate forum is a relevant factor, but a "breach" of Article 4(1) is not a significant factor.

33. It is convenient to organise my consideration of the factors relevant to the exercise of my discretion by reference to the relevant propositions set out in paragraph 50 of Toulson LJ's judgment in *Deutsche Bank v Highland Crusader*.

34. *Proposition 3(a)*: I found in the First Judgment that England was clearly the appropriate forum for the trial of Ms Gray's claims, but I recognised that Mr Hurley's claim under the New Zealand Property (Relationships) Act would not be determined in England.

35. *Proposition 3(b)*: Mr Cohen submitted that pursuing the New Zealand Proceedings is unconscionable in the sense explained in *Midland Bank Ltd v Laker Airways* [1986] 1 QB 689. I am not persuaded that it is. The New Zealand Property (Relationships) Act confers extraterritorial jurisdiction on the New Zealand Courts, but subject to

certain limits: it does not extend to immovable property situated outside New Zealand (i.e. San Martino) and in the case of moveable property it only applies if one party to the relationship is domiciled in New Zealand, and even then the court has a discretion whether or not to accept jurisdiction.

36. Moreover, there are connections between this dispute and New Zealand. Mr Hurley was a New Zealander, he and Ms Gray spent, as I have found, an appreciable part (albeit a minority) of their time together in New Zealand and, through a company incorporated in New Zealand, they bought a 31,500 acre farm in New Zealand together. Mr Cohen submitted that these matters did not amount to a material connection with New Zealand, but it seems to me that they are not immaterial. In particular, the shares in 4Hector constitute property situated in New Zealand.

37. Mr Cohen submitted that the New Zealand Proceedings are contrary to English public policy, in that the law of equity, on which Ms Gray relies, is based on public policy and the New Zealand Proceedings might override the effect of the law on equity. I am not persuaded by this argument, since the claim that the entire law of equity is a matter of public policy seems to go too far in this context.

38. *Proposition 4*: Mr Hurley contends that the New Zealand Proceedings give him, a New Zealander by origin and nationality, the legitimate personal or juridical advantage of being able to rely on the New Zealand Property (Relationships) Act. That act gives effect to policy choices which are different to those made in England in equivalent circumstances. However, I find it hard to say that Mr Hurley's reliance on this Act was illegitimate, given the connections to New Zealand to which I have referred.

39. *Proposition 5*: As for the question of comity, it is open to the New Zealand court either: (a) to decide that Mr Hurley was not domiciled in New Zealand, in which case it would have no jurisdiction; or (b) if it finds that he was domiciled in New Zealand, to decline jurisdiction.

40. In the context of comity, I also bear in mind that the effect of the anti-suit injunction would not be to require Mr Hurley to bring his claim under the New Zealand Act in a different jurisdiction. Rather, it would be to prohibit him from bringing that claim at all.

41. *Proposition 6:* Mr Bailey placed particular reliance on this proposition.

42. After weighing up all of the various considerations relied on by the parties, I have come to the conclusion that I should exercise my discretion by deciding not to grant an anti-suit injunction.

(5) Human Rights

43. I need not spend much time on Mr Cohen's third argument, i.e. that it would be contrary to section 6 of the Human Rights Act 1998 for me to refuse to grant an anti-suit injunction. Mr Cohen accepted that it was a necessary condition of this argument that Mr Hurley was subject to a statutory obligation not to sue Ms Gray in any jurisdiction other than England. I have already decided that that was not the case.

44. I should add, however, that I was unpersuaded by Mr Cohen's human rights arguments. He relied on Article 1 of Protocol 1 to the European Convention on Human Rights, which provides as follows:

> "Every natural or legal person is entitled to the peaceful enjoyment of his possessions. No one shall be deprived of his possessions except in the public interest and subject to the conditions provided for by law and by the general principles of international law.
>
> The preceding provisions shall not, however, in any way impair the right of a State to enforce such laws as it deems necessary to control the use of property in accordance with the general interest or to secure the payment of taxes or other contributions or penalties."

45. The relevant possessions are Ms Gray's interests in the Assets and in the other property which is the subject of the New Zealand Proceedings. Mr Cohen submitted that the New Zealand Proceedings involved a risk of an unlawful interference by Mr Hurley with Ms Gray's peaceful enjoyment of those possessions, and that the United Kingdom was under a positive obligation to prevent that, which required the grant of an anti-suit injunction.

46. The prospect of an unlawful interference with the peaceful enjoyment of Ms Gray's possessions seems at present to be a remote one. Mr Cohen accepted that for Mr Hurley to pursue the New Zealand Proceedings did not in itself constitute such an interference. Any interference would only arise if and when Mr Hurley obtained a judgment in his favour in the New Zealand Proceedings and was able to enforce that judgment. Mr Cohen speculated as to how that might happen, but there was no evidence to support his speculation about, for example, how a New Zealand declaratory judgment might give rise to enforcement proceedings against Ms Gray if she were to travel to the United States.

47. The prospect of such an interference is sufficiently remote that I would not consider it appropriate to grant an injunction on quia timet grounds in any event. *A fortiori*, I do not consider that this is a case where it can be said that the positive obligation inherent in Article 1 of Protocol 1 to the ECHR obliges me to grant an injunction. Indeed, I doubt whether that obligation could ever oblige the English courts to grant a form of injunction which is unknown in many other European legal systems.

(6) Conclusion

48. For the reasons which I have given, I dismiss Ms Gray's application for an anti-suit injunction.