



Neutral Citation Number: [2019] EWHC 295 (QB)

IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION

Claim No: QB-2019-000373

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 18/02/2019

Before :

MR JUSTICE WARBY

Between :

(1) Linklaters LLP
(2) Linklaters Business Services

Claimants

- and -

Frank Mellish

Defendant

Approved Judgment

I direct that pursuant to CPR PD 39A para 6.1 no official shorthand note shall be taken of this Judgment and that copies of this version as handed down may be treated as authentic.

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MR JUSTICE WARBY

MR JUSTICE WARBY:

1. This is an action to restrain disclosure of confidential information. After a hearing on 31 January 2019, which was partly in private to protect the information in question, I granted a temporary injunction for that purpose, until a return date of 11 February 2019.
2. In a written public judgment handed down on 5 February 2019, I explained the background, the issues, and my reasons for granting the order: see [2019] EWHC 177 (QB).
3. On Monday 11 February 2019, at the return date hearing, Mr Caldecott QC appeared again for the claimants. The hearing was entirely in public. The defendant was again absent and unrepresented. He had however engaged with the proceedings, and had instructed lawyers in Australia, who had written on his behalf to say that he did not oppose the continuation of the existing orders until trial, or further order in the meantime. That is what I did. At Mr Caldecott's request, I also extended time for service of the Particulars of claim, as it seemed that there was a real prospect that the parties would reach an agreement to bring an end to the litigation as a whole.
4. On 14 February 2019, I was sent a draft consent order, signed by the parties, which achieved that objective. The parties had agreed a "Tomlin" Order by which all further proceedings were to be stayed on terms set out in a Schedule, with liberty to apply. The terms were simple and straightforward. The defendant agreed to provide certain signed undertakings to the Court, and to abide by them. The undertakings were not to disclose specified kinds of information. He was to destroy copies of various documents defined as "Confidential Documents", and to instruct others to whom he had passed any such documents to do the same, then verify that he had done those things. There were provisions to ensure that, if he was ever accused of breaching his obligations, and needed copies of the hearing papers in that context, the claimants would make the relevant papers available to him. The parties had agreed that there should be no order as to costs.
5. The only part of this arrangement which was itself confidential was a Confidential Schedule to the defendant's undertakings, defining the information which he was promising not to disclose. That was obviously appropriate, indeed necessary.
6. I made the order. They were agreed that there need be no hearing, and I agreed with that. On Friday 15 February 2019, Mr Mellish gave the written undertakings required of him.
7. I am giving this short further public judgment because it makes clear how the litigation, which is the subject of an earlier public judgment and which I know has been reported in the media, has come to an end by agreement.