

Neutral citation: [2025] EWFC 9 (B)
Case No: 1717-6686-2557-4583

IN THE CENTRAL FAMILY COURT

First Avenue House
42-49 High Holborn | London
WC1V 6NP

Date: 7th January 2025

Before :

DISTRICT JUDGE ASHWORTH

Between :

**RI
and
NG**

Applicant

Respondent

Henrietta Boyle (instructed by Edwards Family Law) on behalf of the Applicant
Ghazala Hussain (instructed on a direct access basis) on behalf of the Respondent

Hearing date: - 18th October 2024

JUDGMENT

District Judge Ashworth:

1. This is my judgment in respect of Mr RI's application under the Married Women's Property Act 1882 for the return of various items of jewellery he asserts were stolen from him by his former fiancée Ms NG. In default of return he seeks a lump sum equivalent to their value.
2. In dealing with the matter I had access to the court file via the portal. I had a trial bundle and position statements from Counsel for both sides, Ms Boyle for Mr RI and Ms Hussain, who was instructed on a direct access basis, for Ms NG. I heard oral evidence from the parties.
3. The matter had been listed for a one day final hearing but was not able to be concluded within the time estimate. Whilst evidence was finished there was insufficient time for submissions. The earliest date for a further hearing to deal with submissions and handing down judgment, taking into account the availability of parties and legal representatives, was April 2025 which I considered was too long a delay. In the alternative I directed that written submissions should be filed and that the court would send out a judgment, with a further hearing date to be fixed to formally hand down judgment and deal with any outstanding issues arising as a result of the judgment.
4. Mr RI had filed statements from three witnesses whose evidence he wanted to rely on, but who were unable to attend for cross-examination because of it being a Jewish holiday. Ms Boyle invited me to rely on the evidence in any event. I am entitled to rely on such evidence but in the absence of the witnesses being available for cross-examination I attach no weight to their statements.

5. Similarly, Mr T had been served with a witness summons to attend the hearing and had done so but no statement had been filed from him and I could not see that the evidence it was said he would give, relating to the pre-nuptial agreement, would either assist the court or was not available in other documents and he was not required to give evidence.

6. Both at the hearing and in her written submissions Ms Hussain raises serious matters which do not appear to have been considered prior to the hearing. She alleges on behalf of Ms NG that Mr RI has been coercive and controlling of her client. This is not a case where it was intended to hear evidence about and/or make findings of coercive and controlling behaviour and, in the event findings were made, to determine the extent to which they influenced the outcome of the proceedings. That is evidenced by fact that no permission had ever been given for conduct to be raised as an issue, no specific directions had ever been given for filing of evidence relating to the allegations and no Scott Schedule directed and the time estimate for the hearing of one day was clearly insufficient to conduct any meaningful or detailed exploration of the allegations being raised. Ms Hussain, on behalf of Ms NG, also raises allegations that documents, namely emails and photographs, have been fabricated by Mr RI, again not something raised before or in respect of which directions have ever been given.

7. During the hearing I refused to allow cross-examination of Mr RI about his business involvement with Mr Z as I did not consider it relevant to the issues to be determined by me. Despite this Ms Hussain has made reference in her closing submissions document to an allegation that Mr Z is someone mentioned on organised crime lists for involvement in purchase of diamonds at undervalue prices to then sell off at

market rates. This was not raised by Ms NG in her statement and there was absolutely no evidence before the Court either to substantiate such an allegation or place it into context in respect of the issues in this case.

HISTORY

8. Mr RI is 59 and Ms NG is 42. They met in June 2023 and on Mr RI's case subsequently commenced what he describes as a whirlwind romance. He says the parties agreed to marry in February 2024 and the wedding was scheduled to take place on 15th May 2024 but on 30th April Ms NG called it off.
9. Mr RI says that as a result of the decision to marry he purchased an engagement ring and other items of jewellery he says were intended to be wedding gifts for Ms NG. Following the breaking off of the engagement he discovered that Ms NG had been removing various items of jewellery not yet gifted to her from his apartment without his knowledge or consent. He seeks return of those items, totalling seven with a value placed on them by Mr RI of £67,942. Mr RI stresses that the items do not include those items of jewellery which he accepts he gifted to Ms NG.
10. Ms NG denies that the parties were ever engaged or that there was an impending wedding. She says that after they met Mr RI tried to win her affections and involved himself in many aspects of her life leading to them starting a relationship in January 2024 but that she found him controlling and coercive, invasive and abusive. She says that he planned the wedding without her consent and that she ended the relationship because she did not want to marry him after a relationship of only 3 months. She admits that Mr RI wanted to marry her but says that at no point did she express a willingness to be married or engaged. She says that of the list of jewellery provided by Mr RI she returned the two items he gifted her when the

relationship ended, namely the tennis bracelet and the diamond ring, and the rest of the items were already owned by her or that she has no knowledge of them.

LAW

11. The court has jurisdiction to determine ownership or possession of property between both married parties and those who were engaged but have terminated their agreement to marry pursuant to S17 of the Married Women's Property Act 1882 as amended and extended by S2(2) of the Law Reform (Miscellaneous Provisions) Act 1970. Under S7 of the Matrimonial Causes (Property and Maintenance) Act 1958 I can make orders where money or property has ceased to be in the possession or under the control of one of the parties in which case I can order payment by one party to the other of the value of their interest in the asset which has been disposed of or transfer any property which can be traced to the original asset.

12. Under S3(2) of the Law Reform (Miscellaneous Provisions) Act 1970 there is a presumption that the gift of an engagement ring is an absolute gift but the presumption may be rebutted by proving that the ring was given on the condition, express or implied, that it should be returned if the marriage did not take place for any reason.

EVIDENCE

13. I had the benefit of seeing and hearing both parties give evidence.

14. Overall I found Mr RI to be a reliable witness who gave evidence to the best of his ability with a view to assisting the court. I accept that at times he was inconsistent in his replies to questions, such as his explanation as to payment of Ms NG's rehabilitation costs, and that he couldn't always remember precisely the details of

events, such as the circumstances of his proposal. This may be explained, at least in part, by his having Parkinson's disease and any effect this may have on his ability to recall events with precision, although I accept I had no evidence of this and the matter had not been raised previously by way of participation directions or reasonable adjustments to enable him to fully participate in giving evidence. However, the fact that he was at times uncertain about certain matters does not mean that his evidence as a whole should be considered as unreliable. At times he was emotional but I felt this was a genuine response to the circumstances in which he found himself and not contrived or an attempt to gain sympathy.

15. I did not find Ms NG to be a reliable witness. There were numerous inconsistencies in her evidence which were not explained, for example the difference between her Counsel's position statement for the hearing in June and her case before me. Some of her evidence, such as her denial of any involvement in and/or knowledge of the booking of the wedding, was directly contradicted by the documentary evidence before the court. Some of her evidence, such as why she did not inform Mr T that she was not engaged to be married to Mr RI, or her explanation for the email to the insurance broker in which she described him as her fiancé, was simply not plausible. On more than one occasion she made serious allegations of fraud and fabrication and/or manipulation of documents without any evidence to support her case and, I felt, with the sole intention of deflecting or diminishing evidence undermining her case.

16. The standard of proof is the balance of probabilities, namely that on a balance of probabilities one person's version of events is more likely than not to be the case. The burden of proof rests with the party making the assertion.

FINDINGS

WAS THERE AN ENGAGEMENT?

17. I have no doubt that from an early stage after first meeting Ms NG Mr RI formed the view that he wanted to have a relationship with her and set out to “win her over” with flowers, gifts and dinners. An old fashioned description would be that he “courted her” with a view to gaining her affections. Ms NG acknowledges this in her statement and says that she thought he was just being friendly, although I am satisfied that she must have had some idea as to what his intentions were and did not rebuff him. Indeed, on her own case she agreed, by at least January 2024, to commence a relationship with him. He also assisted in helping her stop drinking, something she acknowledges.

18. However, I am not satisfied that, as described by Ms Hussain in her submissions, that “this is a case about a man who has taken advantage of a woman 20 years his junior, played on her acute vulnerabilities by effectively controlling and coercing her into the relationship and becoming abusive thereafter”. Indeed, this is not how Ms NG herself describes it. Even on her own case she agreed to commence a relationship with him and does not suggest in her statement or in evidence this was because she felt in any way coerced into doing so.

19. I accept that Ms NG was probably vulnerable by virtue of her alcohol dependency at that time but she clearly made the decision to enter into a relationship with Mr RI. I also accept that some of Mr RI’s actions at that time, such as booking the rehab facility and paying the deposit, asking for her phone and password in case of emergency, and for a key to her home, might, in hindsight appear controlling but I am satisfied that they were done with the intention of helping her through rehab and

being there to support her during this difficult time, and not with a view to being coercive or controlling although I accept that Ms NG may retrospectively seek to portray them as such.

20. It is implausible in my view that if Ms NG felt this was the nature of her relationship with Mr RI that she would have agreed to accompany him to South Africa, and in particular a trip that was not a holiday as such but to attend his sister's memorial, where they would, as she accepts, meet his family and friends. She did so because she was in a relationship with him. Had she been in any way unsure of the relationship or felt coerced into it this would have been the ideal opportunity to put some distance between them with a view to ending the relationship.

21. Ms NG refers to Mr RI's behaviour becoming more controlling after they returned from South Africa. This in itself suggests a change in the nature of their relationship supporting the argument that they had become engaged. She refers to him controlling her phone calls and her contacts and tracking her. Despite this, on her own evidence she continued staying with him on an almost day to day basis and went on holiday to France with him, although the parties were not living together at that time in that both retained their own homes and it would have been open to her to refuse to go. Whilst I accept that he appears to have been proprietorial about her, and on his own evidence took total credit for getting her off alcohol and getting her life back, I am not satisfied that this is sufficient evidence of controlling or coercive behaviour such that she was frightened of him to the extent that she felt unable to call off any wedding or re-assert that she had not agreed to marry him in the first place.

22. On Ms NG's case she informed him she did not intend to marry him on 25th April.

Despite this, and her apparent concerns about his response and reaction she attended at his property at night on 29th/30th April to collect her nightguard. She says he was highly intoxicated and aggressive but despite this she felt able to inform him, again, that she did not intend to marry him seemingly without any concern as to his response. Again, it does not seem plausible that she would have put herself in such a position in circumstances where she maintains she was so frightened of his response to her ending the relationship that she was unable to tell him or third parties before in less confrontational situations. There is also no explanation as to why she felt it necessary to tell him this again or why she would be looking for a nightguard in the basement, when presumably it would have been in the bedroom.

23. I prefer Mr RI's version of events, namely that she ended the relationship on 30th April and that they agreed to return to her property to collect the wedding jewellery only for her to lock herself in her car and refuse to get out.

24. I do not under-estimate the effect that controlling or coercive behaviour can have on a party or that aspects of Mr RI's behaviour appear controlling but I am not satisfied on the evidence in this case that his behaviour was such that it impacted on any decision by Ms NG to agree to marry Mr RI or any reluctance to then either call off the engagement and/or inform third parties of this or the fact they were never engaged in the first place. In fact, her suggestion that he was coercive and controlling to the extent she was frightened of him would perhaps be more plausible if her case were that she had agreed to marry him, albeit under duress, but this is not her position. She denies she ever agreed to marry him at all.

25. I accept that it was probably Mr RI's intention to ask Ms NG to marry him from the outset of the trip. It was clearly what he wanted, having formed a very deep affection for her. Not all proposals are made in pre-planned circumstances or accompanied by grand gestures. Mr RI is clear that he asked Ms NG to marry him, even if he cannot remember the details of the proposal and she acknowledges he did so at paragraph 7 of her statement and also in cross-examination.

26. I am satisfied that Ms NG accepted the proposal. In reaching this conclusion I rely on the matters referred to below:-

27. The purchase of an expensive diamond ring. This is clearly a serious gift with all the connotations that go with it. Ms NG's evidence is that this was just one of a number of items she was invited to make a selection from but it would appear at the very least to be presumptuous for her to select such an item after such a brief relationship if she did not also accept it had a serious meaning and signified commitment, and I consider it is more likely an acknowledgement of the commitment between the parties. Again, this is not evidence to support Ms NG's case that she was being coerced or controlled into the relationship. On her own case, if they were not engaged, it would have been open to her to select an alternative piece of jewellery more consistent with a relationship in its early stages and not in any way consistent with there being an understanding or agreement between the parties as to future marriage. I am satisfied Mr RI would not have purchased it had he not believed the parties were engaged to be married and that it was bought as an engagement ring.

28. Ms NG wore it as an engagement ring. This is evidenced by the Instagram picture posted by her and I do not accept her evidence that she did not appreciate the

significance of wearing the ring on the fourth finger of her left hand. She clearly intended to publicise her engagement to her many Instagram followers on Valentine's Day.

29. Mr RI's evidence in cross-examination describing how they broke the news of the engagement to Ms NG's mother which was clear and compelling.

30. The further Instagram photo of Mr RI describing him as "the love of my life and future husband". I do not accept her evidence that this has in some way been forged or manipulated or that she did not post it herself and she provides no independent evidence to support this assertion.

31. The email from Chelsea Old Town Hall confirming the date and place of marriage. Again, in submissions, it is asserted that this has been somehow fabricated or manipulated by Mr RI because of the difference in the timings of it being received and forwarded. I accept Ms Boyle's explanation for the discrepancy, namely the time difference between London, where it was sent, and France, where it was received. There can be no doubt that Ms NG was aware of the intended marriage ceremony on 15th April. It is not plausible that if all of this was being done without her knowledge and/or consent that she would not have said something at that stage either to Mr RI or to the Registry Office itself. That she did not do so leads me to conclude that she was in full agreement of the intended wedding.

32. The email to the broker in which Ms NG introduces Mr RI as her fiancé. In cross-examination she gave a detailed account of the circumstances in which this arose, namely that Mr RI typed the email, which I found wholly implausible. Even if she had not typed it, which I do not accept, it is inconceivable that she would not have subsequently emailed the broker herself to explain that he was not her fiancé. It

goes beyond any mis-understanding which she claims existed between the parties and again, as with the Registry Office, involves portraying the nature of the relationship to third parties.

33. The visit to Mr T to discuss the pre-nuptial agreement. Again, I find Ms NG's explanation as to why she sat through the meeting without at any stage indicating to Mr T that the parties were not in fact engaged wholly implausible. Indeed, it is unclear why Ms NG attended the meeting at all if she did not consider that they were engaged and/or needed a pre-nuptial agreement. If Ms NG was as frightened as she maintains she could have informed Mr RI and/or Mr T by email that she would not be attending, or the reasons why. In the alternative, she could have informed Mr RI at the meeting, which was in the presence of a third party and where she would have a degree of protection against what she feared would be Mr RI's response.

34. The email exchanges in the Children Act proceedings in which it is recorded that Mr RI had proposed to Ms NG and she accepted. Again, Ms NG alleged the emails had been written "behind her back" but she was copied into them and did not seek to correct the position which is important as it is in the context of the proceedings involving her daughter and so presumably, although I did not have access to the papers from the Children Act proceedings, is again portraying to third parties, in this case the court, that the parties were engaged.

35. In conclusion I am satisfied that the parties were engaged to be married, and that the wedding was subsequently called off by Ms NG.

DID THE ITEMS CLAIMED BY MR RI EVER EXIST?

36. There are seven items of jewellery claimed by Mr RI. Of these Ms NG accepts that two exist, namely the ring and a gold tennis bracelet. An invoice for these items is produced in the bundle dated 5th February 2024 and addressed to X Ltd which is the name of Mr RI's company. Given that Ms NG was present when these items were selected it is difficult to understand her assertion that there is no evidence of purchase or how else she maintains they came into Mr RI's possession. Mr RI's statement exhibiting the invoice and the insurance valuation is dated 31st May 2024 and Ms NG's statement in response 18th July 2024. At no time in the statement does she raise any issue as to the validity or accuracy of the invoices and she has never made an application for a single joint expert's report as to value, which could have been undertaken from the description of the jewellery in the original invoice.

37. I am satisfied that Mr RI purchased the items from Mr Z at a wholesale price of \$20,500 and that their insurance or replacement valuation is £37,500. I do not accept that any claim in respect of these items needs to be made in the name of the company as clearly they were purchased by Mr RI using his company as a vehicle for purchase.

38. Subsequently whilst in France Mr RI says that he ordered an eternity ring and diamond tennis necklace from Mr Z by telephone which were collected by him and Ms NG in person from a courier at a shop in St. John's Wood. Again, Mr RI relies on an invoice attached to his May 2024 statement dated 5th February 2024 for £20,000. Again, in submissions, it is suggested by Ms Hussain on behalf of Ms NG that this invoice has also been fabricated by Mr RI in collusion with Mr Z, presumably with the sole intention of making a fraudulent claim against her client

without there being one shred of evidence to support such a serious allegation and no issue having been raised previously by Ms NG as to the validity of the invoice.

39. Mr RI accepted in evidence that the date on the invoice was wrong and given that the invoice is numbered 0749/A I accept that Ms Boyle's explanation that it was produced using the same template is likely to be correct. He gave a detailed and plausible account as to how the items were delivered to him and Ms NG and I accept his evidence. I do not agree that the fact there was no handover receipt or that they were not handed over at a more formal place casts doubt on his evidence. This was a transaction between two businessmen who, as Mr RI says in his statement, have a good relationship.

40. I am satisfied that Mr RI purchased these items for £20,000 and intended them to be wedding gifts for Ms NG.

41. Mr RI says he purchased a wedding ring at Elices in Spain for 2,991 Euros. I accept his evidence that he did so and it was for the purpose of the wedding. Again, this was not raised by Ms NG in her own evidence and Mr RI was not cross-examined on the authenticity of the screen shot of his credit card statement attached to his witness statement.

42. In respect of the diamond hoop earrings it is again difficult to understand Ms NG's position. She says in submissions that there is no evidence of purchase or invoice but I am satisfied that he must have been in possession of the earrings to enable him to obtain an insurance valuation for them. For the same reasons as with the other items of jewellery I accept the valuation of £5,000.

43. Whilst Mr RI says he purchased two gold and diamond necklaces he seeks return of only one, on the basis he cannot locate an invoice for the second one. The invoice provided shows it was purchased from a Mr Y for £2,500. Again, in submissions issues are raised for the first time about the validity of the invoice and there is a suggestion that it is not clear whether the invoice is for Mr RI or Mr Y when it clearly states that the invoice is to Mr RI. Reference is also made by Ms Hussain to Mr Y being a friend of Mr RI although it is unclear as to why this is relevant.

44. I am satisfied Mr RI purchased and was in possession of a diamond and gold necklace with a value of £2,500.

45. In conclusion I am satisfied that Mr RI was in possession of the items of jewellery which he claims with a total value of £67,942.

HAS MS NG TAKEN AND/OR RETAINED ITEMS THAT DO NOT BELONG TO
HER?

46. I am satisfied that the ring was intended to be an engagement ring and was treated by the parties as such. That being the case there is a presumption it was a gift, rebuttable by Mr RI proving that the ring was given on the condition, express or implied, that it should be returned if the marriage did not take place for any reason.

47. Given that it was Ms NG who ended the relationship by calling off the wedding I am satisfied that the presumption is rebutted but in any event it is clear that Ms NG accepted that both the ring and the bracelet should be returned as on her case she left them in the bedside table where she slept when staying at Mr RI's home. Her statement does not specifically address whether or not she informed Mr RI that she had left the items there when she told him that she no longer wanted to get married

to him and she only mentions them briefly at Paragraph 27 when explaining these are the only two items she has seen. It is also clear from her statement that on her case she did not return the Patek Phillipe watch to him until some 5 days after she had called the wedding off. I have already found that I prefer Mr RI's version of events, namely that they agreed to walk to her flat to collect the wedding jewellery, from which I understand he means the ring and bracelet, which contradicts Ms NG's case that she had left them in the bedside drawer.

48. Mr Bowen's position statement as Counsel for Ms NG at the hearing on 26th June 2024 clearly states that the diamond hoop earrings were gifted to Ms NG and it is difficult to see how she can now seek to go behind this and suggest that either the items did not exist or she does not have them. I accept that Ms NG may already have had a pair of such earrings but I am satisfied that it can be established from the pictures at p167 of the bundle there were two different pairs, as the ones in the right hand pictures are obviously significantly larger than the ones in the left hand pictures. I do not accept as plausible her evidence that she has at least 5 pairs of diamond hoop earrings.

49. Ms NG's denial that she has the earrings can only lead me to conclude that she accepts that they were purchased as a wedding present and had not been gifted to her in advance of the wedding. Whilst Mr Bowen's position statement says that they were left in her jewellery box at Mr RI's property this is the first and only reference to a jewellery box and if one existed it is odd that the ring and bracelet were not also kept there rather than in the bedside table drawer or that all the jewellery was not kept together in the bedside cabinet drawer.

50. I am also satisfied that the other items of jewellery had not yet been gifted but were to be gifted on the occasion of the party's wedding. Given that Ms NG denies any knowledge of the existence of these items today, despite her acknowledgement at the previous hearing of the diamond necklace and earrings this must be correct.

51. Mr RI gave evidence that he had searched extensively for the missing items of jewellery. His property is secure and there has been no evidence of any break in or burglary. He has reported the theft to the police and they are awaiting the outcome of these proceedings before deciding what further action, if any, to take. This is a serious matter, which no doubt was not undertaken lightly by Mr RI. Not only does it involve potentially criminalising someone he obviously loved very much, but puts himself at risk of potential criminal proceedings for perjury or wasting police time if the allegation is found to be untrue. I am satisfied this is not something which Mr RI would have undertaken lightly and only if he was convinced that Ms NG had removed the jewellery.

52. Whilst I accept that at times during the relationship Mr RI did appear to have been controlling and he may wish to reflect on the wisdom of the number and content of the messages sent by him after the relationship ended, regardless of how devastated he felt, I am not satisfied that these are evidence of him having made up this claim or, as suggested by Ms Hussain, an attempt to control Ms NG through proceedings following the end of their relationship and "teach her a lesson".

53. As I have already said I found Mr RI a more credible witness than Ms NG. I am satisfied on a balance of probabilities that they were removed by Ms NG and are either retained by her or have been disposed of by her.

CONCLUSION

54. Ms NG is to return the items of jewellery claimed by Mr RI within 7 days of a final order having been approved.
55. In default of return of any or all of the items she is to pay Mr RI the value of any such item not returned as claimed by Mr RI and found by the Court.
56. This is a written judgment for the reasons set out above and neither party has had the opportunity to address me on the issue of costs. However, given that this is not an application for a financial remedy in respect of which the provisions of FPR 28 apply and is a “soft touch clean sheet” approach it would appear on the face of it difficult for Ms NG to resist any application by Mr RI for costs given the findings I have made. I invite the parties to agree the wording of an order and any issue in relation to costs to avoid attendance at a further hearing.
57. The parties should raise any corrections or points of clarification in respect of this judgment by 4pm on 13th January 2025.
58. The Court has fixed a hearing on 15th January 2025 at 10am by CVP to formally hand down judgment and deal with any outstanding issues.

DJ Ashworth

06/01/25