



Neutral Citation Number: [2023] EWHC 86 (Comm)

Case No: CL-2016-000831

**IN THE HIGH COURT OF JUSTICE**  
**BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES**  
**KING'S BENCH DIVISION**  
**COMMERCIAL COURT**

Date: 20/01/2023

Before :

**MR JUSTICE FOXTON**

Between :

(1) VERLOX INTERNATIONAL LTD  
(2) IGOR SYCHEV

**Claimants**

- and -

(1) IGOR ANTOSHIN  
(2) PARMAS CORPORATION  
(3) AVEC LIMITED  
(4) PJSC PHOSAGRO  
(5) ANDREV GRIGORYEVICH GURYEV

**Defendants**

Mr Sychev in person

Richard Eschwege (instructed by **Simmons & Simmons LLP**) for the First Defendant  
Helen Morton (instructed by **PCB Byrne LLP**) for the Fourth Defendant

Hearing date: 13 January 2023.

## **Judgment Approved**

by the court for handing down (subject to editorial corrections)

**I direct that no official shorthand note shall be taken of this Judgment and that copies of this version as handed down may be treated as authentic.**

**THE HONOURABLE MR JUSTICE FOXTON**

This judgment was handed down by the judge remotely by circulation to the parties' representatives by email and release to The National Archives. The date and time for hand-down is deemed to be Friday 20 January 2023 at 10:00am.

## **The Honourable Mr Justice Foxton:**

### **Introduction**

1. On 8 July 2022, Committal Applications were issued by the Claimants against:
  - i) Edward Crosse, a partner in Simmons & Simmons LLP who act for the First Defendant (**Mr Antoshin**);
  - ii) Vladimir Yarkov, a Russian lawyer who was retained as an expert witness by Mr Antoshin; and
  - iii) Anthony Riem, a partner in PCB Byrne LLP who act for the Fourth Defendant (**PhosAgro**).

(**the 8 July Applications**).
2. On 22 August 2022, a further Committal Application was issued in the name of Mr Sychev against Mr Antoshin (**the 22 August Application**).
3. The committal applications against Mr Crosse and Mr Riem have been served.
4. At this hearing:
  - i) Mr Sychev asks the court to grant permission to issue the 8 July Applications. It is accepted that permission is required for those applications under CPR 81.3(5)(b), on the basis that the contempt alleged is “an allegation of knowingly making a false statement in any affidavit, affirmation or other document verified by a statement of truth ....”.
  - ii) The First and Fourth Defendants submit that permission is required under the same provision to issue the 22 August Application, and invite the court to refuse permission for all four applications. If the 22 August Application does not fall within CPR 81.3(5)(b), they ask the Court to stay or strike out the committal application under its inherent jurisdiction.
  - iii) Mr Sychev seeks orders which will enable the applications against Professor Yarkov and Mr Antoshin to be served.

### **The background**

5. I can take a summary of the background to the case from the judgment of Mr Justice Picken, in *Verlox International Ltd and Sychev v Antoshin and others* [2022] EWHC 2667 (Comm).
6. In late December 2016, the First Claimant (**Verlox**) and Mr Sychev issued proceedings against Mr Antoshin, PhosAgro and the Fifth Defendant (**Mr Guryev**) bringing, inter alia, claims said to arise out of an alleged oral agreement (**the Share Agreement**), made on or around 16 May 2011 and governed by Russian law. Verlox is a Belize shell company with no apparent assets of its own. It is presently controlled entirely by Mr Sychev.

7. From 2002 until February 2013, Mr Sychev was employed by entities affiliated with PhosAgro, and in particular RBC PhosAgro LLC which is a subsidiary of PhosAgro. Verlox's claim related to remuneration for work alleged to have been carried out by Mr Sychev which it was said fell outside the scope of his employment contract, and for which it is said he was entitled to remuneration over and above the amounts payable under the employment contracts in the sum of \$13m and a 1% shareholding in PhosAgro. The work in question related to tax litigation involving the PhosAgro companies, and in particular work in defending substantial tax claims brought by the Russian authorities against a company called Apatit.
8. Those claims for remuneration were assigned by Mr Sychev to Verlox, which was also asserting claims against the Second and Third Defendants. Verlox's claim was for a declaration that loans purportedly entered into between Verlox and those companies were invalid, because the amounts purportedly "loaned" were in fact part-payments of the amounts due to Mr Sychev under the Share Agreement. A perceived benefit of assigning the claims under the Share Agreement to Verlox appears to have been that it would provide a basis for this court having jurisdiction over those claims, relying on the "necessary or proper party" service out gateway and the alleged factual overlap between Verlox's own claims against the Second and Third Defendants, and the assigned claims asserted against the other Defendants.
9. At inception, therefore, while Verlox and Mr Sychev were both claimants, the primary claim was made by Verlox, with only a claim in the alternative (presumably if the assignment was held to be invalid) by Mr Sychev. On 23 June 2017, the Claimants (then represented by Fieldfisher LLP) applied for permission to serve the proceedings out of the jurisdiction, and for an extension of time to effect service. Mr Justice Teare directed that the application for permission to serve out should be made at an oral hearing rather than (as is usually the case) on paper. The skeleton argument filed for that hearing identified no claim by Mr Sychev, and advanced no basis on which it was said that there was a basis for serving any claim by Mr Sychev under the Share Agreement out of this jurisdiction. The head of jurisdiction relied upon – the "necessary or proper party gateway" – would not have been available in respect of claims asserted by Mr Sychev.
10. While Mr Justice Teare expressed certain reservations regarding the connection between the claims and England, describing the connection with this jurisdiction as "tenuous", he nonetheless granted permission to serve out and an extension of time for service until 30 June 2018. For reasons which it is not necessary to go into, it took some time to effect service. Once this has been done, on 16 April 2021, Mr Antoshin lodged a jurisdiction application, challenging the jurisdiction of the English Court. PhosAgro and Mr Guryev also lodged jurisdiction challenges.
11. The evidence filed in support of those jurisdictional challenges included the material which gives rise to today's application.
12. On 14 April 2021, Mr Alec Cairney of Asserson Law Offices served a witness statement in support of Mr Antoshin's jurisdiction challenge. That statement alleged that there had been a breach of the duty of full and frank disclosure at the "without notice" hearing before Mr Justice Teare because there had been a failure to disclose a copy of Mr

Sychev's employment agreement and job description (**the Disputed Document**). The same document was relied upon in support of the contention that there was no "serious issue to be tried". Paragraph 6 stated that the exhibits (which included the Disputed Document) were "true copies". Mr Cairney said that Mr Antoshin had authorised him to file the witness statement. Mr Cairney signed the statement of truth. Mr Sychev contends that the Disputed Document is a forgery, and this forms the basis of his committal application against Mr Antoshin.

13. On 14 April 2021, Mr Antoshin served the expert report of Professor Yarkov, a Russian lawyer (**the Yarkov First Report**):

i) At paragraph 47 of that report, Professor Yarkov gave evidence that a Russian court would have jurisdiction to hear the claims brought by Verlox. He stated that, in reaching this conclusion:

"I do not assess the existence or absence of any contractual relations between the parties, the nature of such claims is not determined, and neither those relations, nor the issues of their performance or non-performance are assessed. When referring to the rules of para 6, Part 3, Art 402 of the CC RF, the Claimants' claims are taken as a basis in the form they are stated in the claim. At the stage of accepting a claim for hearing, the Russian court is guided by formal criteria relying on the claims formulated by the claimant, without assessing them".

ii) At paragraph 50, he stated:

"Since obligations under the agreement, as follows from the Claimants' statements, should have been performed on the Russian territory, the jurisdiction of the Russian court in respect of this claim follows from paragraph 6, Part 3, Art 402 of the CC RF".

14. On 8 March 2022, Professor Yarkov served a second report (**the Second Yarkov Report**) stating:

"Thus, my conclusion about the claims of the Claimants being governed by Russian law not only follows from the detailed legal analysis I have presented but also follows from the documents submitted by the Claimants"

(the preceding paragraphs referring to the fact that the Particulars of Claim had pleaded "the agreements referred to above were governed by Russian law" and pleaded various provisions of Russian law, as had the skeleton argument filed before Teare J).

15. These paragraphs form the basis of the committal application against Professor Yarkov.

16. On 8 March 2022, Mr Crosse served a reply witness statement responding, inter alia, to the allegation of forgery (**Crosse 2**):

i) At paragraph 43, he stated "the allegation of forgery is another assertion of dishonesty made by Mr Sychev, which is unsupported by evidence. Needless to say,

it is denied by my client. I am instructed that my client was not, in any event, responsible for drafting or executing the job description. He received a copy via his Russian attorneys from Mr Sychev's former employer".

- ii) At paragraph 49A, he referred to paragraphs 298-304 of Mr Sychev's third witness statement, and stated that in this paragraph Mr Sychev "repeats his allegation that his job description is a forgery, but does not provide any evidence in support".
- iii) Paragraph 70 stated that Mr Sychev's evidence "does not address the substance (as opposed to the form) of Professor Sergeev's conclusion that, as a matter of Russian law, Mr Sychev's services under the alleged Share Agreement were within the scope of his employment duties".
- iv) Paragraphs 76 to 80 provides a summary of the evidence of Professor Sergeev (Verlox's expert) and Professor Yarkov (the First Defendant's expert) on the Russian law of limitation.

17. These paragraphs form the basis of the committal application against Mr Crosse.

18. The jurisdiction applications were listed for 4 days, beginning on 27 March 2023.

### **The security for costs application**

19. In June and July 2021, Mr Antoshin, PhosAgro and Mr Guryev applied for security for costs in respect of their jurisdiction challenges. Those security for costs applications were originally listed to be heard on 25 July 2022, but the hearing was moved to 11 October 2022.

20. On 1 October 2021, Mr Riem of CB Byrne LLP for PhosAgro filed a responsive witness statement in the security for costs challenge (**the Riem Statement**), paragraph 46(h) of which stated:

"It is alleged by Mr Sychev that PhosAgro somehow changed its position as to whether litigation had formed part of Mr Sychev's responsibilities while he was employed by the PhosAgro group .... It is not possible to discern any coherent point here (nor its relevance as to security for costs). For the avoidance of doubt, there has not been any change of position on the part of PhosAgro".

21. This paragraph forms the basis of the committal application against Mr Riem.

22. A directions hearing in the jurisdiction applications took place before Mr Justice Jacobs on 8 October 2021. At that hearing, Mr Sychev sought permission to represent Verlox (which was no longer instructing solicitors. At that hearing, Mr Justice Jacobs gave Mr Sychev permission to represent Verlox's interests at that hearing only, but was not prepared to grant him permission to represent Verlox at future hearings. Instead, he gave the Claimants permission to apply pursuant to CPR39.6 for such permission, that application to be made at least 6 weeks prior to any hearing for which permission was to be sought. An application for permission was refused on 27 May 2022 at a hearing which

took place before Mr Adrian Beltrami KC, sitting as a Deputy High Court Judge. Subsequent to that decision, Mr Sychev accused Mr Beltrami KC of bias.

23. Verlox sought permission to appeal against Mr Beltrami KC's decision on 17 June 2022. That application was dismissed by Bean LJ on 20 July 2022, who described Mr Beltrami KC's decision as "plainly correct for all the reasons he gave". In a letter dated 7 September 2022, Mr Sychev accused Bean LJ effectively of colluding with the Defendants in order to dismiss his case. Mr Sychev applied on 3 October 2022 to re-open the refusal of permission to appeal on the basis that Mr Beltrami KC had at one point in time been instructed by the solicitors for Mr Antoshin, Simmons & Simmons LLP. Bean LJ dismissed this application.
24. On 17 July 2022, in anticipation of the security for costs application, Mr Sychev notified the Defendants that Verlox had assigned the claims under the Share Agreement back to him. The Claimants applied to amend the Particulars of Claim to reflect this assignment. The security for costs application, together with the amendment application, came before Picken J on 11 October 2022.
25. Having heard argument at that hearing, Picken J held as follows:
  - i) The original assignment to Verlox had been effected in an attempt to give the English court jurisdiction which it would not have had had the claims under the Share Agreement remained with Mr Sychev.
  - ii) If the court were now to permit Mr Sychev to pursue the claims following a re-assignment, it would be permitting him to do something which he could not have done when the proceedings were commenced.
  - iii) For those reasons, it was not appropriate to grant permission to amend to allow Mr Sychev to pursue the claims.
  - iv) As Verlox had assigned away the claims, it no longer had any claim and the leave to serve out which Verlox obtained before Teare J should now be revoked.

## **Summary**

26. The following features of the background should be noted:
  - i) The proposed committal applications are being brought in proceedings which it has been held ought never to have been commenced in this jurisdiction, and in which the court has set aside the order granting permission to serve them out of the jurisdiction.
  - ii) With the exception of the allegations made against Mr Riem, the material which is relied upon as providing the basis for the committal applications was deployed for the purposes of a jurisdictional challenge which was never heard and which will never be heard.

- iii) The allegation against Mr Riem was made in relation to a witness statement served for the purposes of a security for costs application which was not ruled upon, and will not be ruled upon.
- iv) All of the alleged acts of contempt relate to documents served before any assignment to Mr Sychev.
- v) There are no continuing proceedings in this jurisdiction, save for Mr Sychev's application for permission to appeal.

### **IS PERMISSION NEEDED FOR THE CLAIMANTS TO BRING THE 22 AUGUST APPLICATION?**

27. CPR 81.3(5) provides:

- “(5) Permission to make a contempt application is required where the application is made in relation to—
- (a) interference with the due administration of justice, except in relation to existing High Court or county court proceedings;
  - (b) an allegation of knowingly making a false statement in any affidavit, affirmation or other document verified by a statement of truth or in a disclosure statement.”

28. The allegation of contempt made in the 22 August Application is that Mr Antoshin (who did not himself file an affidavit or affirmation or sign a statement of truth) knowingly caused a forged document to be exhibited to a witness statement which was placed before the court. The first issue which arises is whether an allegation of contempt in that form requires the permission of the court under CPR 81.5(b) before it can be pursued, or whether it falls within the “existing High Court proceedings” proviso to CPR 81.3(5)(a) (as Mr Sychev contends).

29. In *Cole v Carpenter* [2020] EWHC 3155 (Ch), Mr Justice Trower had to consider a very similar issue in a case in which a party was alleged to have falsified or deliberately caused to be falsified a document which was then exhibited to her reply (ground 1), which was in turn supported by a false statement of truth (ground 2). Trower J thought it “well arguable” that the allegations relating to the forging of the document fell within CPR 81.3(5)(b). He also noted that even if permission had not been required for ground 1, “the allegations of fact relied on in relation to both ground 1 and ground 2 are in all respects identical” such that there was “at least a serious possibility that the court would consider it appropriate to stay contempt proceedings based on ground 1 if permission is refused on ground 2”. He referred in this connection to *TBD (Owen Holland) Ltd v Simons and others* [2020] EWCA Civ1182, [239], in which Arnold LJ had noted of a case in which a similar issue would have arisen that “any attempt by TBD to pursue committal proceedings on grounds that do not require permission would inevitably require the court to consider whether to stay the proceedings”.

30. In this case, if Mr Antoshin had himself provided the witness statement, supported by the statement of truth, which represented that the Disputed Document was genuine, I think it inevitable that an application for committal based on an allegation that the document was forged would fall to be characterised as “knowingly making a false statement in any affidavit, affirmation or other document verified by a statement of truth”, and hence the court’s permission would be required to proceed with the committal. In this case, the statement of truth was made by Mr Cairney. However, as Mr Sychev himself points out, under PD 22 paragraphs 3.7 and 3.8:

“3.7 Where a party is legally represented, the legal representative may sign the statement of truth on his behalf. The statement signed by the legal representative will refer to the client’s belief, not his own. In signing he must state the capacity in which he signs and the name of his firm where appropriate.

3.8 Where a legal representative has signed a statement of truth, his signature will be taken by the court as his statement:

- (1) that the client on whose behalf he has signed had authorised him to do so,
- (2) that before signing he had explained to the client (through an interpreter where necessary) that in signing the statement of truth he would be confirming the client’s belief that the facts stated in the document were true, and
- (3) that before signing he had informed the client of the possible consequences to the client if it should subsequently appear that the client did not have an honest belief in the truth of those facts (see rule 32.14).”

31. If the court would have refused permission for a committal application under CPR 81.5(b) if Mr Antoshin had himself signed the statement of truth, I can see no reason why an application in respect of the same alleged forgery should be permitted to proceed if, instead of alleging that Mr Antoshin had exhibited the forgery to and represented the genuineness of the document in his own statement, the allegation is that he had authorised and caused his solicitor to do so. It is not necessary to determine whether an application for committal in these circumstances falls within CPR81.5(b), or whether a similar process of control falls to be exercised by the court under its inherent jurisdiction. The risk of the process of committal being used to re-litigate disputes (or to litigate those which the court has found should not be litigated in this jurisdiction) is equally present in both cases.

**STANDING**



32. In *Re Yaxley-Lennon* [2018] EWCA Crim 1856, [26] the court noted that “the enforcement of orders made in private proceedings is generally a matter for the parties.” The allegations of contempt in this case do not involve the breach of court orders, but allegations of false statements in statements verified by statement of truth and/or interference with the due administration of justice in existing court proceedings. I accept that, in principle, Verlox, as the effective party to the action and the respondent to the jurisdiction challenges and the security for costs applications, has standing to bring committal applications arising from those proceedings.
33. However, Verlox is a company and it does not have legal representation. In these circumstances, it has no absolute entitlement to act through a director or employee in the pursuit of litigation, but requires the permission of the court under CPR 39.6 to do so. Verlox has applied for such permission, but, as stated above, that application was rejected by Adrian Beltrami KC. In a judgment reported at [2022] EWHC 1346 (Comm), Mr Beltrami KC held as follows:
- i) Verlox had not produced clear evidence that it could not be legally represented: [26].
  - ii) Mr Sychev did not have the ability to pursue the litigation “fairly, efficiently and in accordance with the overriding objective”; [31].
  - iii) Verlox, through Mr Sychev, had made allegations of dishonesty and criminality “without restraint”: [32].
  - iv) This was a case in which “allegations of dishonesty and criminality” should be advanced “only through the filter of a regulated firm with an objective perspective and professional responsibilities”: [33].

Permission to appeal against that ruling was refused.

34. The findings made by Mr Beltrami KC in relation to the allegations made in the litigation apply with even greater force to criminal allegations of contempt made against one of the defendants and against lawyers and an expert acting in the proceedings. The conduct of Mr Sychev since Mr Beltrami KC’s order – with allegations of bribery and/or actual bias made against Mr Beltrami KC, Bean LJ, Robin Knowles and Picken JJ, similar allegations against four other judges, allegations that two of the firms of solicitors who previously acted for Mr Sychev were bribed by the Defendants, a new allegation of dishonesty against Mr Antoshin’s leading counsel and the initiation of a number of online petitions in which these allegations have been repeated– have amply confirmed the wisdom of Mr Beltrami KC’s order.
35. It follows that Verlox is unable to pursue the committal applications for so long as it remains unrepresented by authorised legal advisers who are able, in compliance with their professional duties, to pursue the applications.
36. So far as Mr Sychev is concerned, as I have noted above, he never became an effective party to the proceedings. He was not a respondent to either the jurisdiction challenge or the security for costs application. For that reason, I am not satisfied that Mr Sychev was

someone “directly affected” by the alleged contempts (to use the language of Moore-Bick LJ in *KJM Superbikes Limited v Hinton* [2008] EWCA Civ 1280, [9]) so as to have standing to pursue the applications. In any event, I am satisfied that Mr Sychev would be a wholly unsuitable “guardian of the public interest” for the purposes of conducting any committal proceedings (as Gloster LJ put it in *Tinkler v Elliott* [2014] EWCA Civ 564, [111]):

- i) I have already referred to the readiness with which Mr Sychev had made wholly unjustified allegations of bribery or other improper behaviour against a large, and ever-increasing number of judges.
- ii) He has filed oppressively prolix documentation in the case, including one witness statement of 450 pages and 3255 pages of exhibits. When ordered to serve a revised witness statement confining his evidence to 75 pages, and not to seek to circumvent that limit by including what would in effect be further evidence from Mr Sychev in an exhibit, Mr Sychev served a witness statement of 78 pages and 2821 pages of exhibits which included extensive additional submissions, comments and observations that meant the effective length of the witness statement still exceeded 400 pages.
- iii) Mr Sychev had served at least 26 witness statements and four affidavits to date. Those witness statements involve extended and repetitious critiques of evidence filed by the other parties, and these have been accompanied by separate documents, in similar terms, presented as commentaries on or objections to that evidence.
- iv) He has sent a vast amount of similarly lengthy correspondence drafted in the same way.
- v) He abused the opportunity to provide typographical corrections to Mr Justice Picken’s judgment following the 11 October 2022 hearing, submitting a “red-line” version of the Judgment Approved by the court for handing down (subject to editorial corrections) which effectively sought to re-argue the case and reverse the decision.
- vi) He filed a second skeleton (without permission) for this hearing after 11pm the night before the hearing, and a further lengthy skeleton (again without permission) after the hearing had concluded.
- vii) In short, he has proved himself wholly incapable of conducting litigation in an appropriate, proportionate and, from his own perspective, effective way.

37. For these reasons alone, I would, therefore:

- i) refuse permission under CPR 81.3(5)(b) in respect of the 8 July Application;
- ii) (subject to the issue of whether the application should be struck on the merits, which I consider below) stay the 22 August Application.

**ISSUES OF STANDING ASIDE, SHOULD PERMISSION BE GRANTED UNDER CPR 81.3(5)(B) AND SHOULD THE 22 AUGUST APPLICATION BE STRUCK OUT OR STAYED?**

38. So far as an application for permission under CPR 81.3(5)(b) is concerned, the relevant legal principles were summarised by Hooper LJ in *Barnes v Seabrook* [2010] EWHC 1849 (Admin), [41]:
- i) A person who makes a statement verified with a statement of truth or a disclosure statement is only guilty of contempt if the statement is false and the person knew it to be so when they made it.
  - ii) It must be in the public interest for proceedings to be brought. In deciding whether it is in the public interest, the following factors are relevant: (a) the case against the alleged contemnor must be a strong case (“there is an obvious need to guard carefully against the risk of allowing vindictive litigants to use such proceedings to harass persons against whom they have a grievance”); (b) the false statements must have been significant in the proceedings; (c) the court should ask itself whether the alleged contemnor understood the likely effect of the statement and the use to which it would be put in the proceedings; (d) “the pursuit of contempt proceedings in ordinary cases may have a significant effect by drawing the attention of the legal profession, and through it that of potential witnesses, to the dangers of making false statements. If the courts are seen to treat serious examples of false evidence as of little importance, they run the risk of encouraging witnesses to regard the statement of truth as a mere formality”.
  - iii) The court must give reasons but be careful to avoid prejudicing the outcome of the substantive proceedings.
  - iv) Only limited weight should be attached to the likely penalty.
  - v) A failure to warn the alleged contemnor at the earliest opportunity of the fact that they may have committed a contempt is a matter that the court may take into account.
39. In *TBD (Owen Holland) Limited v Simons and others* [2020] EWCA Civ 1182, Arnold LJ added two further points:
- i) In general the proper time for determining the truth of witness statements is at trial.
  - ii) The critical question is whether or not it is in the public interest that an application for committal should be made.
40. In *KJM Superbikes Limited v Hinton* [2008] EWA Civ 1280, [11], the Court of Appeal emphasised that:
- “When the court gives a private person permission to pursue proceedings for contempt against a witness who is alleged to have told lies in a witness statement it allows that person to act in a public rather than a private role, not to recover

damages for his own benefit, but to pursue the public interest. That is why the court will be concerned to satisfy itself that the case is one in which the public interest requires that the committal proceedings be brought and that the applicant is a proper person to bring them”.

41. At [16], the Court continued:

“Whenever the court is asked by a private litigant for permission to bring proceedings for contempt based on false statements allegedly made in a witness statement it should remind itself that the proceedings are public in nature and that ultimately the only question is whether it is in the public interest for such proceedings to be brought. However, when answering that question there are many factors that the court will need to consider. Among the foremost are the strength of the evidence tending to show not only that the statement in question was false but that it was known at the time to be false, the circumstances in which it was made, its significance having regard to the nature of the proceedings in which it was made, such evidence as there may be of the maker's state of mind, including his understanding of the likely effect of the statement and the use to which it was actually put in the proceedings. Factors such as these are likely to indicate whether the alleged contempt, if proved, is of sufficient gravity for there to be a public interest in taking proceedings in relation to it. In addition, the court will also wish to have regard to whether the proceedings would be likely to justify the resources that would have to be devoted to them.”

42. It has been emphasised that “the court should exercise great caution before giving permission to bring proceedings [and] should not do so unless there is a strong case both that the statement in question was untrue and that the maker knew that it was untrue at the time he made it” (*Zurich Insurance Plc v Romaine* [2019] 1 WLR 5224, [28]).

43. It is also clear that permission will not be given when the proposed committal proceedings are not in accordance with the overriding objective (*Stobart v Elliott* [2014] EWCA Civ 564, [44]).

44. While there is no express power in CPR 81 to strike out a committal application which it is not necessary to obtain the court's permission to make, the court has such a power under its inherent jurisdiction: *Taylor v Robinson* [2021] EWHC 664 (Ch), [37]-[46].

## **THE COMMITTAL APPLICATION AGAINST MR CROSSE**

**The allegation that Mr Crosse made a dishonest statement in Crosse 2 when saying that Mr Sychev's allegation that the Disputed Document was a forgery was “unsupported by evidence”**

45. In Crosse 2, Mr Crosse provided quite a relatively detailed summary of what Mr Sychev had said in his witness statement about the Disputed Document, providing extensive cross-references to that evidence. Any reader of that statement could have been in no doubt that Mr Sychev had given extensive evidence setting out why he contended that the Disputed Document was a forgery.

46. The point which Mr Crosse made in paragraphs 43 and 49A of Crosse 2 was that there was no, or no sufficient, evidence other than Mr Sychev's "say so", or arguments (as opposed, say, to expert evidence) to support a very serious allegation. Mr Crosse's statements could not have been understood in any other sense. Indeed it is clear from earlier parts of the witness statement that Mr Crosse was asking the court to find that Mr Sychev was an unreliable source of evidence, and that no real weight could be accorded to anything he said (paragraphs 19 to 26, inviting the court "to approach Mr Sychev's evidence with caution").
47. Understood in this sense (a sense in which similar statements are routinely made and understood in court proceedings), it is correct that the Claimants had adduced no evidence other than that of Mr Sychev on the forgery issue. In any event, it was entirely permissible for Mr Crosse to make a comment recording his client's position that there was no or no sufficient reliable evidence to support the allegation of forgery. Mr Crosse would have known that the court would make up its own mind on that issue and would not be influenced by his client's or his assertion. He would also have known that a court would only ever be considering paragraphs 43 and 49A of his witness statement in a context in which it was also reading and evaluating Mr Sychev's evidence that the Disputed Document was a forgery at the same time.

**The allegation that Mr Crosse dishonestly stated in Crosse 2 that Mr Sychev's evidence did "not address the substance (as opposed to the form) of Professor Sergeev's conclusion that, as a matter of Russian law, Mr Sychev's services under the alleged Share Agreement were within the scope of his employment duties"**

48. It is important to note at the outset the wholly improbable nature of this assertion – that, when commenting on Mr Sychev's evidence which would be placed before the court at the same time as his own statement responding to it, Mr Crosse was intending to mislead the court as to what that evidence established. Once again, Mr Crosse's witness statement expressly referred to Mr Sychev's evidence addressing the issues covered by Professor Sergeev's report. However, as a factual witness Mr Sychev was not in a position to challenge the substance of Professor Sergeev's report on matters of Russian law.
49. In addition, this paragraph of Crosse 2 expressly cross-referred, in a footnote, to a document prepared by Mr Sychev called "Objections to Professor Sergeev's report" in which Mr Sychev's challenges to Professor Sergeev's evidence were set out in detail (Mr Sychev having wrongly asserted that this was not the case in his submissions at the hearing).
50. In any event, the question of whether what Mr Sychev had said did, or did not, address the substance of Professor Sergeev's evidence was essentially a matter of opinion or comment. It was open to Mr Crosse to offer his own comment, from his client's perspective, as to the effect of the opposing party's evidence, albeit knowing that the court would make up its own mind, and would not be influenced by his characterisation.

**The allegation that in Crosse 2 Mr Crosse dishonestly summarised the effect of the expert evidence on the Russian law of limitation**

51. This allegation appears to stem from a misunderstanding on Mr Sychev's part as to the nuances of the Russian limitation issue. In his report, Professor Sergeev had suggested that the Russian limitation period had expired on 18 January 2015. In response, Mr Sychev suggested that the limitation period had, in effect, been interrupted because he had been engaged in negotiations about the claim with Mr Antoshin at that time.
52. However, it was apparent from the expert report of Mr Antoshin's Russian civil procedure expert, Professor Yarkov, that, during the period in which Mr Sychev was contending that the Russian limitation period was not running due to ongoing negotiations, Mr Sychev had in fact commenced Russian court proceedings against the Defendants in relation to his legal expenses (on 14 January 2016) and his claim has been dismissed. Clearly it was open to Mr Antoshin to argue that these events answered any argument that negotiations provided a reason for Mr Sychev not commencing proceedings.
53. When Mr Crosse said at paragraph 80 of Crosse 2 that the effect of the evidence of Professors Sergeev and Yarkov's evidence was that Mr Sychev's arguments did not affect the limitation period, he was not falsely (still less dishonestly) seeking to suggest that Professor Yarkov had given evidence as to the Russian law of limitation, when he had not. That would have been a wholly ridiculous thing to do in circumstances in which Professor Yarkov's evidence would be before the court at the same time as his own. He was making the different point that the combination of Professor Sergeev's evidence on the Russian law of limitation, and Professor Yarkov's evidence as to the Russian procedural history, was that Mr Sychev's evidence did not answer the Russian limitation issue. That statement was a characterisation of the evidence which Mr Crosse could honestly and reasonably put forward in a witness statement served in support of Mr Antoshin'. Ultimately, however, it would be for the court to determine the overall effect of the evidence on the issue of limitation under Russian law, and the way in which a particular party had characterised their position as to the effect of the evidence would be a matter of no consequence in the court's determination.

**THE COMMITTAL APPLICATION AGAINST MR RIEM IN RESPECT OF THE RIEM STATEMENT**

54. The application against Mr Riem requires a little more explanation:
- i) As I have stated, PhosAgro issued an application for security of the costs of the jurisdiction challenge against Mr Sychev.
  - ii) In addition to filing lengthy evidence in answer, Mr Sychev wrote a letter to PCB Byrne LLP on 11 September 2021 referring to a number of matters which had previously been the subject of evidence by him which he said was relevant to the security for costs application. It is apparent from the material filed in this application that one point taken by Mr Sychev was that he was contending that PhosAgro had changed its position on the issue of what the contractual scope of his employment responsibilities were, relying in this connection on two documents.

- iii) The first was an extract from a letter sent by Mr Rybnikov, who is the General Director of a company affiliated to PhosAgro, to the Russian police on 23 September 2015 which stated:

“Based on the service agreement No 1 /RBC / JSC /04-11-046 dated 30 January 2004 that is no longer in force between RBC PhosAgro LLC provided consulting and information and analytical services to Apatit OJSC on tax and accounting issues. Sychev IA was an employee of RBC PhosAgro LLC and by virtue of his work duties performed the functions of a tax consultant for Apatit OJSC. Disputing tax claims, involving judicial procedure, is the prerogative of the legal divisions of Apatit JSC and did not imply the conclusion of individual contracts, agreements, signing acts, payment documents with IA Sychev, who had no legal education”.

- iv) The second was a statement of Mr Guryev made to the Russian police in 2020, when Mr Guryev was General Director of PhosAgro. Mr Sychev summarises the effect of that statement in the following terms:

“From the explanation of the General Director of PhosAgro PJSC Guryev AA, it follows that before February 2013 Sychev IA carried out labor activity in LLC RBC PhosAgro as the head of the taxation department. Friendly or comradely relations with Sychev IA, Guryev AA did not support, has not reasons for personal hostility. The protection of the interests of the enterprises of PhosAgro in the Arbitration courts has never been and could not be included in the area of responsibility of the headed by Sychev Department of Taxation of LLC RBC ‘PhosAgro’. This aspect of activity, due to the structural and functional characteristics of enterprises, the management and parent companies, has always been attributed to the area of responsibility of legal departments”.

- v) On 1 October 2021, Mr Riem of PCB Byrne LLP for PhosAgro filed the Riem Statement in response, paragraph 46(h) of which stated:

“It is alleged by Mr Sychev that PhosAgro somehow changed its position as to whether litigation had formed part of Mr Sychev’s responsibilities while he was employed by the PhosAgro group .... It is not possible to discern any coherent point here (nor its relevance as to security for costs). For the avoidance of doubt, there has not been any change of position on the part of PhosAgro”.

55. It will be apparent that Mr Riem did not engage with the substance of the statements to which Mr Sychev had referred, offering the essentially conclusory assertion that PhosAgro’s position had not changed. Whether or not that assertion was an accurate characterisation of the position would depend on the context of the particular communications (not least whether they were concerned with the narrower question of whether it was part of Mr Sychev’s responsibility actually to conduct litigation in the courts, as opposed to a wider question of whether he had responsibility for the decision to initiate proceedings, strategy choices etc), and whether the statements were made on behalf of PhosAgro. I am far from saying that there would have been nothing to be said

on the Claimants' behalf on these points, if it had ever been necessary for the court to consider them. It is easy to see why Mr Sychev thinks that these documents assist him, and why he would have sought to make much of them at the hearing of the jurisdiction challenge.

56. Whatever the ultimate answer to that question might have been, it was entirely appropriate for Mr Riem to set out what his client's position was. The final sentence of this paragraph, which forms the basis of the committal application, was essentially a throw-away remark which could only have been understood as, and only have been intended to be, a summary assertion as to what PhosAgro's position would be at the hearing. In any event, comments of this kind have absolutely no impact on judges in determining applications, and Mr Riem could never have thought otherwise. This sentence should never have been the subject of a committal application.

### **THE COMMITTAL APPLICATION AGAINST PROFESSOR YARKOV IN RELATION TO THE FIRST AND SECOND YARKOV REPORTS**

**The allegation that Professor Yarkov dishonestly stated in the First Yarkov Report that he had relied on “the Claimants’ claims ... in the form they are stated in the claim” and “the Claimants’ statements” and “the documents submitted by the Claimants” as the basis for his conclusion that the Russian court would have jurisdiction over the Claimants’ claims**

57. Once again, some context is necessary in order to evaluate this allegation.
58. Professor Yarkov identified a number of grounds on which it was said that the Russian court would have jurisdiction over the Claimants' claims:
- i) Jurisdiction on the basis of the nature and content of the Claimants' claims (i.e. subject-matter jurisdiction).
  - ii) Jurisdiction on the basis of the nationality of the parties.
  - iii) Jurisdiction on the basis of the place of negotiations of the alleged contract.
  - iv) Jurisdiction in connection with the location of the evidence.
59. When addressing the second of those issues, Professor Yarkov noted that the court would look at the form of the claim, and that the majority of the participants in the case were Russian individuals or legal entities. That was true – Mr Sychev, Mr Antoshin and Mr Guryev were Russian, Mr Antoshin and Mr Guryev resided in Russia, and PhosAgro is a Russian registered company.
60. When addressing the third of those issues, Professor Yarkov stated that “since obligations under the agreement, as follows from the Claimants' statements, should have been performed on the Russian territory, the jurisdiction of the Russian court in respect of this claim follows from paragraph 6, Part 3, Art 402 of the CC RF”. The basis of the assertion that the Claimants' statements established that performance was to be performed in Russia was given in footnote 11 of the report, which referred to paragraph 41 of the Claimants'



skeleton argument for the “without notice” hearing before Teare J. That paragraph appeared under a heading “Part Performance of Share Agreement” and stated:

- i) “Antoshin partially performed the Share Agreement at the start of 2012. On 18 January 2012 he and Sychev executed a ‘gift agreement’ under which Antoshin agreed to pay Sychev ... US\$2m, ostensibly as a gift, In reality, as both parties knew and intended the sum paid was not a gift but was paid in partial performance of the Share Agreement”. This paragraph cross-referred to a statement by the Claimant’s solicitor, Mr Lewis, stating “the execution and performance of this agreement was part performance” and to a statement from Mr Sychev from which it is clear that the gift agreement was executed in Moscow.
- ii) “In December 2012, Sychev and Antoshin met twice more at Pivnushka” (in Russia) and executed a further gift agreement which “was further partial performance of the Share Agreement”.

61. It will be apparent that the Claimants had described both the execution of the gift agreements and the payments thereunder as part performance of the Share Agreement. The former of those events, but not the latter, took place in Russia. It was therefore legitimate and accurate for Professor Yarkov to state that, on the Claimants’ account, there had been acts of part performance in Russia, albeit the Claimants may well have wanted to re-visit the suggestion that the gift agreement itself was an act of part-performance once they appreciated the potential significance of that statement. In any event, as an expert, it was for Professor Yarkov to explain the applicable principles of law. It would be open to the parties to make submissions as to what the underlying documents showed, and it is wholly incredible to suggest that, through his expert evidence, Professor Yarkov was seeking to mislead the court as to what the Claimants’ documents said or that there was any possibility that he might do so.

**The allegation that Professor Yarkov dishonestly stated in the Second Yarkov Report that his conclusion that the Claimants’ claims were governed by Russian law “follows from the documents submitted by the Claimants”**

62. Finally, on 8 March 2022, Professor Yarkov served a second report stating at paragraph 47:

“Thus, my conclusion about the claims of the Claimants being governed by Russian law not only follows from the detailed legal analysis I have presented but also follows from the documents submitted by the Claimants”

63. The essence of the complaint here is that while the Claimants did indeed contend that the Share Agreement was governed by Russian law, the Loan Agreements to which Verlox was an apparent party provided for the application of UK law, and that Professor Yarkov misled the court in suggesting otherwise.

64. However, once again, matters are more complicated than that:

- i) The Claimants’ case is that the so-called Loan Agreements were not genuine transactions. Mr Sychev contended that he only became aware of the existence of

these documents after the event, that he understood that they were a “formality” and that they did not give rise to a valid contract and were not intended to create any valid or enforceable rights or obligations but were shams. What was said was that “the payments allegedly made under such purported agreements were in fact made and intended to be made in partial performance of the obligations under the [Russian law] Share Agreement”. On the Claimants’ case, therefore, the only obligations entered into and rights acquired were governed by Russian law, and the only substantive relief sought was under Russia law.

- ii) The Second Yarkov Report expressly referred to the fact that there was a choice of law clause in the Loan Agreement documents ([38]). Paragraph [40] stated that “the choice of the applicable substantive English law does not mean the choice of the applicable procedure law” and paragraph 46 stated that:

“the claims of the Claimants are to a large extent based on the Russian law. Reference to English Law in the alleged Loan Agreements only means that ‘the parties have not chosen the English jurisdiction to resolve potential disputes, but only chose the applicable substantive English law in case of occurrence of any conflicts’”.

The internal quotation was from the First Yarkov Report.

- iii) Paragraph 47 immediately followed this paragraph.

65. Against this background, the following matters are clear beyond argument:

- i) Professor Yarkov was entitled to point to the fact that, on the Claimants’ documents as submitted, the only rights and obligations alleged to have been assumed were under Russian law.
- ii) In no way was Professor Yarkov seeking to disguise or hide the choice of UK law in the Loan Agreement documentation.
- iii) Nor are there any circumstances in which any court could have been misled by the last sentence of paragraph 47.

## **THE COMMITTAL APPLICATION AGAINST MR ANTOSHIN**

66. The effect of the evidence about the Disputed Document is that it was sent to Mr Sychev by email from a PhosAgro email address on 2 March 2021 in the context of ongoing proceedings in Moscow. Mr Sychev says that this is the first time he saw it. The email which sent the document said that it was being sent in response to a request from Mr Sychev. It is his evidence that he had first made a request for documents relating to his employment two years before, and there had then been a series of exchanges with RBC PhosAgro LLC in which the documents were not provided to him. In early 2020, he commenced proceedings in the Gagarinsky District Court in Moscow seeking production of the documents.

67. In response, on 16 March 2021, Mr Sychev replied to the PhosAgro email address saying that the document was a forgery, and he sent letters to the Moscow court in which the same allegation was made. His claim in the Moscow court was dismissed on 18 March 2021.
68. On 19 March 2021, Ms Valenkova (whose signature appears on the Disputed Document authorising it) sent a copy of the Disputed Document to Mr Antoshin's Russian lawyer, Mr Chuprygin, at the latter's request. Mr Chuprygin sent it to Mr Cairney. On 16 April 2021 Mr Cairney served a witness statement in the jurisdiction challenge on behalf of Mr Antoshin. That statement exhibited a copy of the Disputed Document and made the following assertions by reference to it:
- i) Verlox had breached its duty of full and frank disclosure by failing to draw the existence of the document to Mr Justice Teare's attention on the "without notice" application for service out (paras. 4(2)(a), 28-29, 46(2) and 77).
  - ii) The effect of the Disputed Document was that Verlox's claims under the Share Agreement did not give rise to a serious issue to be tried, because they were inconsistent with the suggestion that Mr Sychev had provided additional services for which he was not remunerated under his contract of employment (paras. 4(a), 23-29 and 46(2)).
69. The Disputed Document was also a significant feature of Professor Sergeev's evidence, who provided a Russian law analysis of the consequences of the Disputed Document (paragraphs 5, 13, 135, 136, 141, 143 and 147).
70. In response to that evidence, Mr Sychev repeated his assertion that the Disputed Document is a forgery. The reasons given for that assertion were as follows:
- i) Mr Sychev had never seen the document before it was sent to him on 2 March 2021 and it does not bear his signature, even though Russian law required documents of this kind to be shown to and signed by an employee.
  - ii) There are other documents produced in the course of Mr Sychev's employment which do bear his signature.
  - iii) The document contains no month or date, just a year.
  - iv) He did not possess the qualifications which the Disputed Document attributes to him, and its description of his responsibilities did not accord with the reality or with the statements made by Mr Guryev to the Russian police in 2015 and 2020.
  - v) The description of who he was required to report to is inconsistent with statements which have been made by Mr Guryev and Ms Koryeva and taped conversations with Mr Antoshin.
71. Mr Sychev served a Notice to Prove the Disputed Document on Mr Antoshin on 8 December 2021, to which there has been no response. The responsive evidence in relation to this issue was relatively brief:

- i) Mr Crosse in Crosse 2 referred at [33(B)] to the fact that Mr Sychev challenged the Disputed Document but said that this was “insufficient”, given the terms of other documents which he did not challenge and therefore did “not answer the legal objections to his case” ([35]). As noted above, he also stated (at [43]):

“The allegation of forgery is another assertion of dishonesty made by Mr Sychev, which is unsupported by evidence. Needless to say, it is denied by my client. I am instructed that my client was not, in any event, responsible for drafting or executing the job description. He received a copy via his Russian attorneys from Mr Sychev’s former employer”.

There was no evidence as to what Mr Antoshin was told about the document.

- ii) Professor Sergeev said that if the Disputed Document was forged, it did not change his analysis, and that the Russian law assertions relied upon in support of the forgery allegation were not correct.
- iii) There was no witness statement from Mr Antoshin or Ms Valenkova.
- iv) No contemporaneous documents referring to or attaching the Disputed Document were produced, to answer the assertion that it had been produced after Mr Sychev’s employment had ceased, and for use in the ongoing dispute.
- v) There is also hearsay evidence from Mr Sirotenko, PhosAgro’s internal lawyer, that the Disputed Document was stored at RBC PhosAgro LLC and sent to PhosAgro and to him. However, there are no contemporaneous documents confirming this, nor explaining the period of storage.

72. It is easy to understand why, tactically, the Defendants might have decided on a policy of minimal engagement with Mr Sychev’s evidence on the Disputed Document. This was not a point susceptible to the summary determination required if it was to assist in showing that there was no serious issue to be tried or provide a basis for a sustainable non-disclosure argument. It might also be the case however, as Mr Sychev asserts, that there was limited engagement because Mr Antoshin did not have a good answer to the allegation of forgery. Whatever the reason might be, the result is that there is no substantive evidence before the court answering the allegation of forgery. In addition to that lack of response, there are points to be made about the timing of the emergence of the Disputed Document, the particular convenience of its terms given the claims advanced in the English proceedings, and as to how far it is consistent with statements made in 2015 and 2020, such that I do not feel able at this stage and in these circumstances to say that, on the evidence currently available, the allegation that the Disputed Document is a forgery does not stand a sufficient prospect of success such that it should be struck out for lack of merit alone. In particular, it would be very difficult at hearing of this kind and duration, and without the benefit of oral evidence, to conclude that Mr Sychev’s own evidence that he had never seen the Disputed Document before March 2021 and that it bore no relationship with the actual circumstances of his employment, would be rejected by any court hearing a committal application.

73. In these circumstances, it is not necessary for me to address the further material submitted by Mr Sychev after the hearing and without permission intended to show that the date of creation of the Disputed Document was 30 September 2015, long after his employment had ceased. The Defendants have had no fair opportunity to engage with that material, and Mr Sychev has offered no explanation as to why it has not been produced before. The late, and unsolicited, submission is a further manifestation of Mr Sychev's complete inability to litigate in accordance with the rules imposed to ensure a fair process and the proper use of the court's scarce resources (cf. [36] above).
74. Perhaps recognising the difficulties of persuading the court to reach a firm view on the merits of the forgery allegation at a short interim hearing of this nature, Mr Eschwege focussed his submissions on two issues:
- i) The first was to submit that the status of the Disputed Document "is not determinative of anything" because, it is said, the legal arguments under Russian law did not depend on it. I consider that submission when addressing the issue of public interest below.
  - ii) The second was to say that was no sufficient prima face case that Mr Antoshin had known that the Disputed Document was a forgery, if that was what it proved to be.
75. However, there are a number of difficulties with the court forming any conclusion on the arguability of that second contention at this stage.
76. First, there is the very limited evidence on this issue. Mr Crosse records an "instruction" he received as to the circumstances of the Disputed Document's receipt. If that is to be treated as hearsay evidence from Mr Antoshin, the fact remains that there is no evidence as to what Mr Antoshin was told about the Disputed Document or its provenance or what he knew about it.
77. Second, and more fundamentally, if the Disputed Document is shown to be a forgery, the issue of what Mr Antoshin may or may have not known about that subject is entirely tied up with the very hotly contested dispute between Mr Sychev and Mr Antoshin about their mutual dealings, as to which very serious allegations are made extending across a wider range of interactions and a lengthy time-period. For example:
- i) What Mr Sychev's job responsibilities actually were, and what Mr Antoshin knew they actually were, is clearly of potential relevance to the issue of whether Mr Antoshin would have known that the Disputed Document was a forgery.
  - ii) The various allegations Mr Sychev had made about steps taken by Mr Antoshin against him, and threats allegedly made by Mr Antoshin to him, are of potential relevance to the issue of whether Mr Antoshin knowingly deployed a forged document in court proceedings brought by Mr Sychev.
  - iii) Prior statements allegedly made by Mr Antoshin which Mr Sychev claims acknowledged that he had provided services outside his job description are also of obvious potential relevance.

78. All of these matters are clearly the subject of very fierce dispute. Resolving those questions would essentially involve litigating in a committal context the very dispute which it has been found that the court has no jurisdiction to determine on the merits. I suspect that is one of the benefits which Mr Sychev perceives in the committal application is the ability to do just that.
79. In these circumstances, I do not feel able to stay the 22 August Application on grounds of lack of merit alone.

**IS THERE ANY SUFFICIENT PUBLIC INTEREST IN PERMITTING THE CLAIMANTS TO PURSUE THE COMMITTAL APPLICATIONS?**

80. As noted at [38]-[41] above, before giving permission to Mr Sychev to bring a committal application in respect of the 8 July Applications, the court must be satisfied that it would be in the public interest for the committal applications to be brought. For the reasons given at [29] to [31] above, I have concluded that I should stay the 22 August Application if I am satisfied that there is no sufficient public interest in permitting that committal application to be brought (albeit in that context, I will proceed on the basis that the Claimants do not bear the burden of persuading the court that there is a positive public interest in permitting the 22 August Application to be pursued, but rather that I must be persuaded that there is not).
81. I have reached the following conclusions on the factors identified at [38]-[43] above:
- i) In relation to the 8 July Applications, the allegations are contempt are completely and obviously without merit. I am unable at this stage to say that the allegation of contempt made in the 22 August Application is without merit, because resolving that issue would involve a very substantial factual dispute, which would essentially embrace the entirety of the long-running and bitter dispute between Mr Sychev and Mr Antoshin.
  - ii) The allegedly false statements which are the subject of the 8 July Application were of no significance in the proceedings, for the reasons given at [45] to [65] above. The allegations of forgery which are the subject of the 22 August Application were a significant component of the first round of Mr Antoshin's evidence, and I do not regard it as a sufficient answer that Mr Antoshin's Russian law answers to the claim did not stand or fall on the Disputed Document. However, in the event it was never necessary for any court to review that material or place any reliance upon it.
  - iii) In relation to the 22 August Application, it is sufficiently arguable that Mr Antoshin would have understood the significance of the Disputed Document, and the use to be made of it, in the jurisdiction challenge. The respondents to the 8 July Application would rightly not have regarded any of the matters complained of as being significant or likely to influence the court.
  - iv) I am not persuaded that, in the unique circumstances of this case in which the court has determined that it has no jurisdiction and the Claimants should never have obtained jurisdiction, there is any risk of a decision to refuse permission or

stay the committal application giving rise to a risk of encouraging witnesses to regard the statement of truth as a mere formality.

- v) Mr Antoshin has not submitted to the jurisdiction of the court, and the prospects of him engaging with the committal process, still less rendering himself amenable to any sanctions if any contempt were to be made out, must be very low.
- vi) The effect of allowing the 8 July and 22 August Applications to be pursued would be to commit scarce court resources to the determination of a lengthy and complex factual dispute which would effectively require the court to try Mr Sychev's claim in circumstances in which (a) the English court only became engaged with the dispute because Mr Sychev obtained an order for permission to serve out which, on the court's findings, he should not have obtained, and (b) the court has found it does not have jurisdiction over the Claimants' claims.

82. The pursuit of the committal applications in these circumstances would not be in the public interest, nor in accordance with the overriding objective.

83. In these circumstances:

- i) Permission to bring the 8 July Applications is refused, and those applications are to be struck out. Those applications are totally without merit and I so certify.
- ii) The 22 August Application is stayed.

84. I also refuse Mr Sychev's request that I refer this case to any law enforcement agencies in this jurisdiction. It is open to Mr Sychev to do so, if he sees fit, in which case it will be for those agencies to determine what, if any, steps are required, in the light of their own statutory obligations and policies.