

IN THE HIGH COURT OF JUSTICE

FAMILY DIVISION

Case No: BV18D17943

Courtroom No. 25

Royal Courts of Justice

Strand

London

WC2A 2LL

Thursday, 20<sup>th</sup> April 2023

Before:

HER HONOUR JUDGE LAZURUS

B E T W E E N:

ANAND VISPUTE

and

KETKI ANAND VISPUTE

MS KOCHAROVA appeared on behalf of the Applicant

MR STAUNTON appeared on behalf of the Respondent

JUDGMENT

(Approved)

*This Transcript is Crown Copyright. It may not be reproduced in whole or in part, other than in accordance with relevant licence or with the express consent of the Authority. All rights are reserved.*

*This judgment was delivered in private. The judge has given leave for this version of the judgment to be published on condition that (irrespective of what is contained in the judgment) in any published version of the judgment the anonymity of the children and members of their family must be strictly preserved. All persons, including representatives of the media, must ensure that this condition is strictly complied with. Failure to do so will be a contempt of court.*

JUDGE LAZARUS:

1. This afternoon I am dealing with what I hope is the concluding hearing in long-running proceedings brought for contempt of court by the applicant, Mr Anand Vispute, against his former wife, Ms Ketki Anand Vispute.
2. These arise in the context of other proceedings, and it is right to say that these two parties are still very much in the throes of a range of contested proceedings. The principle issues between them falling within financial relief proceedings as a result of the end of their marriage. However, there are two further sets of proceedings, one set relates to their nine-year-old daughter, and there are ongoing Children Act proceedings, although the parents share between them a child arrangements order with a shared live with component.
3. The final set of proceedings has to a large extent concluded and is referred to in the papers as the Milton Keynes proceedings, in which the judge made a number of findings adverse to Mr Vispute and awarded Mrs Vispute costs. Those costs issues are not resolved and have resulted in effect in a series of satellite proceedings being brought for charging orders in relation to properties it is said that Mr Vispute owns.
4. The relevance of that is multi-fold. These two people are at significant loggerheads, highly untrusting of each other, and still have many months, possibly longer, of proceedings to go. The final hearing in the financial relief proceedings is listed in September but I am unable to be certain that those proceedings would in fact come to end at that point given a number of factors, including the vagaries of listings before a busy family judiciary, and whether further proceedings might follow from any final conclusion even if it were reached in September in terms of transfers of property, resolutions of property ownership steps, liquidations of various properties and the like, and potential enforcement proceedings.
5. I count my blessings that I am not the judge dealing with those proceedings. I am not in a position to deal with any of those case management matters or have any better idea than that as to the upshot of those proceedings than the general terms that I have referred to. Particularly in the context of the fact that these two parties are so significantly at loggerheads and untrusting of each other, which can only increase the risks that relate to any litigation.
6. The principle reason why that is relevant is that the issues that relate to the contempt cited here arose within the financial relief proceedings. The application is dated March 2022, supported by an affidavit of the same month, which was appropriately served, and I note that no procedural point is taken on behalf of the respondent. I am satisfied that those important procedural steps required before I can consider an application for committal have been adequately met and I do not propose to go into those in any detail.
7. In summary, it is asserted within this application and effectively not disputed in substance by the respondent that she interfered with the due administration of justice by providing, during disclosure in January 2021 in the financial relief proceedings, bank statements which had been altered by herself; concealing a number of receipts and transactions, most particularly her income from universal credit. Some of the forged documents were attached to the respondents Form E dated March 2021. Some attached to replies to a questionnaire dated April 2021 and both contained signed statements of truth.
8. The nature of the documents when they were received purported to refer to accounts held by the respondent with the Nationwide Building Society and with Lloyds Bank. As I understand it, she also had or has a third bank account with Metro Bank and it is not suggested that those items, any statements from Metro Bank, were the subject to the same dishonest treatment. However, within those proceedings a number of discrepancies appeared to alert the applicant

and his solicitors. I do not propose to run through those discrepancies as at that point, but they were then subject to scrutiny.

9. In April, a Bankers' Book Evidence Act proceedings were anticipated and warned where upon the respondent maintained her assertion that the documents were correct, which led to those Bankers' Book proceedings being issued. That led in November 2021 to District Judge Dixon ordering the Nationwide and Lloyds Bank to serve directly on the applicant the bank statements covering the period from June 2018 to November 2021. In around January 2022 those statements were received from those banks.
10. It is of note that it was not until after all of those steps had taken place in July 2022 that the respondent filed an affidavit in which she conceded she had altered the bank statements - effectively after she had been shown-up, and after a further set of proceedings had to have been taken in order to establish that.
11. What it showed was that in terms of the Nationwide account the balances between July 2020 and January 2021 were incorrect on every statement ranging from some £600 odd too little to some £4,000 too little. The entries showing universal credit payments had all been deleted. They ranged from £600 to £1,000. Various other transactions were deleted, some petty, some £20 odd to indicate a journey had been taken by rail, for example. The respondent accepts that many such petty transactions were deleted. There were two major cash withdrawals which had been deleted of £500 each in May 2020.
12. The Lloyds bank account differed from the forged documents in that the balances did not match, and a payment out had been added which had not in fact been paid from that account, although it is asserted that it was anyway paid from the Metro account. Be that as it may, after some toing and froing during this hearing it has become clear that the respondent accepts these are the examples of the falsifications that she undertook on those statements. That led to the application for committal to which I have referred and ultimately to the affidavit in early 2022 when the respondent acknowledged she had done wrong.
13. I turn then in a little more detail to what the respondent does say about what she did wrong. In effect bearing in the mind the relevant case law and the guidance in particular in [*Liverpool Victoria Insurance Company Ltd v Khan* [2019] Civ 3833?], I am satisfied as to the first point that I need to consider which is culpability. She has admitted culpability for falsifying documents which she purported were true to the Court by way of sworn statements on more than one occasion.
14. However, I now turn to her July statement and then I will turn to her most recent statement of January. In her July 2022 statement, her very first paragraph asserts:
15. "I apologise to the Court and Mr Vispute of having altered my bank statements. It was wrong of me to do so. I accept that it was wrong and has caused problems. I did this because I tried to explain that I have been worried about this divorce and my former husband's behaviour. I accept that those concerns did not allow me to alter my bank statements. I was worried that if he found out about my receiving universal credit he might do something to prevent me getting this. That is why I tried to cover up that I was receiving universal credit".
16. Now, pause there. I note individuals are entitled to universal credit if they do not have assets in excess of £16,000. At the time of course these two parties were in proceedings in relation to what assets they should have. It is pointed out on behalf of the applicant that the bank account statements from the three banks that I have referred to showed that the respondent held accounts with sums in her accounts as at autumn 2020 and early 2021 which totalled up to more than £16,000 on those dates. Therefore, it would have fallen within the period in which she was in

receipt of universal credit. It is also pointed out that the respondent has properties in her name or shared names and they may be subject to mortgages but there is said to be equity.

17. It is said on behalf of the respondent that there is not sufficient proof of this alleged fraudulent claim on the benefit scheme and that there were mortgages and who is to say what the value or the equity of the properties might have been. Therefore, that is at most a moot point.
18. However, the worry that the respondent sets out in her statement was that the applicant might do something to prevent her getting universal credit. The only way of doing that would have been to have contacted the relevant benefits agency to point out that she was not entitled to it for the financial reasons that I have touched on. There would be no other means of interfering with access to universal credit that I can think of. Therefore, the worry that the respondent had was that he would use the financial knowledge he had about her to communicate with the benefits agency to query her entitlement to benefits.
19. As that paragraph concludes, "That is why I tried to cover up that I was receiving universal credit", and it begs the question why, which answer must be because of her awareness of the financial knowledge and information that he had about her or that this would reveal, and indeed I am alive to the fact that the correct bank statements obtained under the Bankers' Book Act proceedings demonstrated in excess of £16,000 at relevant points. Therefore, I consider that that paragraph in the respondent's affidavit, which begs several questions, must be considered to relate to that material and that that is a reasonable inference to draw. Simply to assert that worry in such bland terms does not effectively go into sufficient detail as to why that worry would have been in justified and in what way it can be said to satisfactorily establish mitigation.
20. The rest of that statement goes into some detail as to the history between the parties and the method by which the alterations were made. Then at paragraph 13 it states:
21. "I understand that my not disclosing my actual bank statements was not the right approach and is by no means a justification in responds to what I believe to be wrongdoings in these Court proceedings since the start". That reference to wrongdoings is to matters she alleges are wrongdoings by the applicant. She goes on:

"I truly apologise to the Courts and to him. I can assure that my credit report which was already submitted to the Court in November 2021 and thereafter has all my bank accounts that I hold in the UK which matches with the bank statements and bank information received from the bank directly which shows I have not got any hidden income. Universal credit is a means tested benefit which is given to individuals on low income, and after taking advice from the Citizens Advice Bureau in April 2020 when Covid entered the UK I was told to apply for universal credit having shared care of my daughter and not having enough funds to survive".

She also points out that she was unemployed from October 2020 to September 2021 and only doing temporary work and that was part of the picture.

22. I note that by early 2022, with the receipt of the full statements, and then by mid-2022 with the receipt of this affidavit, it is clear that the picture is corrected and an apology forthcoming.
23. Her more recent statement comes in response to a revised amended particulars of contempt directed by me at the previous hearing which sets out these matters. In addition, that summarises that

"The respondent's actions amount to contempt of court in that she instructed her solicitors to file and serve altered bank statements and by doing so she was knowingly providing the Court with false information".

She also acknowledges that in her most recent statement of February 2023 and apologises again. The particulars also go on, this is all paragraph 23 of the amended particulars of contempt,

- “At the time of doing so the respondent did this knowing that the information was false”. She accepts that and again apologises for it.
24. At 23C and D, it is asserted,  
“The matters which were falsely altered on the bank statements related to issues in dispute and issues relevant to the Court’s determination of the financial remedies case, namely the respondent’s income and available assets”.  
Then D, “False information on these issues is likely to have resulted in interference with the due administration of justice and the Court’s decision on financial remedies would be wrong as it would be based on false information”.
  25. In her statement she asserts that, “There is no dispute of fact about what I did”. However, she ties it in with the separate Milton Keynes litigation between the parties, and that she cannot accept that there it could have made any significant difference until that litigation was resolved, and the respondent disclosed all his accounts and assets for financial settlement to be concluded, and I quote, “in a concrete way”.
  26. I do not fully understand nor accept that assertion particularly in the light of the fact that in October 2020, I understand, it was confirmed and directed within those proceedings that the financial relief proceedings should proceed notwithstanding the ongoing Milton Keynes proceedings, and that was with the full knowledge and indeed consent of these parties to the financial relief proceedings. Therefore, her falsification of these documents and assertion they were true stands freely and apart from the Milton Keynes proceedings which it had been decided in October 2020 would be pursued as a separate matter.
  27. A small note here that following the conclusion of the Milton Keynes proceedings there have been implications for the assets of the applicant against whom judgement was made in the those proceedings. However, that does not have a direct impact on the alteration of the material provided by the respondent in the financial relief proceedings with which I am concerned.
  28. Therefore, unless and until she was spotted and found out and the truth established by a separate set of proceedings under the Bankers’ Book Act there is absolutely nothing to suggest that she would have, whether or not subsequent to the Milton Keynes proceedings, revealed the dishonesty that she had previously been engaged in that we have been discussing. Doing so could only have worked in her disfavour because it would have shown her to be dishonest and to have deceived the Court. Therefore, the interrelation with the Milton Keynes proceedings is, I am afraid, a red herring.
  29. However, she does not dispute what she did and when I consider that these were falsifications of bank statements which had been sought by way of appropriate disclosure, bank statements going to an understanding of a party’s financial position. That is directly relevant to financial relief proceedings. It would have meant that the Court would have been deceived as to her true position in that the Court was being asked to think of her as someone who was not in receipt of thousands of pounds of benefits.
  30. I am also told that she did not consider the benefits to be income and she did not consider the funds in her account to be assets. At first blush such an assertion is disingenuous. Albeit I do acknowledge that it is possible to become confused about financial terminology, about the meaning of certain terms of art, jargon, and the like. However, this was an individual who had the benefit of legal advice and representation at the time, she was in the middle of financial relief proceedings, and was in effect knowingly concealing a source of funds and the amount of funds that she had available to her.
  31. Therefore, whether or not she thought it was income or assets or some other form of terminology to describe finances available to her, it is quite clear that all of this related to her financial situation and receipts. The truth of which needed to be before the Court in order for the Court to be in a position to make a fair and proper determination. I consider that items 23C and D are

- entirely well established. I do not find that the admission in the respondent's recent document at paragraph 41 makes good sense, and it has very much the flavour of confess and avoid, as opposed to a straightforward admission and a clear indication of an understanding of why remorse needs to be expressed in relation to the interference with the administration of justice.
32. At 23E of the amended particulars of contempt it reads, "This interference would be material as it made a significant difference to the respondent's purported income and therefore her need". To some extent that is already canvassed by 23C and D. What the Respondent argues is that it was not significant; it was minimum or immaterial and could not effectively have been truly financially detrimental to the respondent in the proceedings.
33. I accept given that their financial relief proceedings relate to properties worth some hundreds of thousands of pounds, and that the overall pot can no doubt be totalled up to a considerable amount. Albeit there may be mortgages and other debts applicable. The sum of some hundreds or few thousands does appear to be of lesser significance in the overall scheme of things.
34. However, it did paint the picture when one looks at the altered statements of an individual with very little money in the bank at all. Some very few hundreds as opposed to some few thousands. That does paint a different picture of need. Although it is not greatly significant in the overall scheme of things it is unknown the extent to which her representatives would have been in a subsequent position but certainly possibly to try and rely on that to argue need within the financial relief proceedings.
35. However, most significantly it makes a difference to the honest facilitation of the administration of justice and the overall picture, which is the final point under paragraph 23 in the amended particulars of claim. 23F reads:  
"The respondent had the benefit of legal advice and knew at the time of instructing a solicitor to file and serve the full statements that this would be likely to materially interfere with the due administration of justice".  
Inevitably, providing information to the Court in a document which purports that the items are true as verified by a statement of truth is a very serious matter, because it means that the rule of law and the fair and proper administration of justice is fundamentally undermined and that is a very serious matter, notwithstanding the apparently small sums.
36. I consider that each item under paragraph 23 headed "Particulars of Contempt" is established and culpability I am quite clear is met in those terms.
37. I then turn to the question of harm caused or intended or likely which following the guidance in *Liverpool Victoria Insurance Company Ltd v Khan* is a matter to which I must turn my mind. I have already touched on that to some extent in the discussion thus far and I do not propose to duplicate that. However, I consider that there was harm intended in that there was a clear removal of larger sums from sight of the respondent and his financial advisers. For example, withdrawal of £500 at a time, or the removal of some £4,000 from a balance line. Also, the removal of the reference to monthly income of some several hundred or a thousand from universal credit and benefits.
38. I note that the harm came to an end, but only by way of the Bankers' Book Act proceedings. Ultimately, there is a fundamental harm over and above that relating to the facts within the specific proceedings, namely to the administration of justice as I have pointed out. However, I note that the direct harm within the proceedings in question was time limited amended by the steps taken, albeit those steps were not steps initiated by the respondent but had to be initiated by the applicant.
39. I then come on to consider the disposal of this contempt. I have heard helpful submissions from both parties legal representatives, discussion of the case law and points of mitigation. I intend to follow the pattern of the guidance in the *Liverpool Victoria Insurance Company Ltd v Khan* case which encourages a court dealing with contempt of court proceedings in relation to

- deliberately or recklessly making a false statement. To be guided to a very large extent by the pattern followed in criminal proceedings and the guidance is set out in the case that I have cited.
40. The next step is to consider whether a fine would be sufficient. I note in this case that it is asserted that the respondent does not have funds readily available to her. She would not in a nutshell be able to pay the fine. I note that the very case it has arisen in was a case where the parties' finances are fundamentally in issue. I could therefore consider a fine which would come into play after the conclusion of the financial remedy proceedings. However, I note what the *Liverpool Victoria Insurance Company Ltd v Khan* case asserts and as a Court of Appeal decision I am of course bound by its observations.
  41. However, such a contempt will usually be so inherently serious that nothing other than a committal to prison will be sufficient. Whether the contemnor is a claimant seeking to support a spurious or exaggerated claim, a lay witness seeking to provide evidence in support of such a claim, or an expert witness putting forward an opinion without an honest opinion in truth.
  42. In the circumstances, where the finances of the parties are in issue, I consider that to impose a fine would be to miss the point of the gravity of these proceedings and would be to mix up the sanction within these contempt proceedings with the ongoing dispute as to money between the parties. That would be inappropriate because it would lose the focus upon the gravity of the error in question.
  43. I, therefore, consider (although of course it is open to me to choose to apply no sanction, I do not consider that appropriate in the light of the authority to which I referred) to consider a sentence of committal. *The Liverpool Victoria Insurance Company Ltd v Khan* case suggests that one considers the length of sentence, the seriousness, the mitigation and so forth, before one goes on to consider whether it should be suspended. While I have in discussion with counsel aired how intellectually possible it actually is to consider those matters in that order in civil proceedings, I nonetheless will follow the case law and the guidance in the Court of Appeal judgment to which I have referred.
  44. The length of sentence I must consider, there is a maximum of two years for such a sentence and therefore any sentence needs to be appropriate and fall proportionately within that range bearing in mind the nature of the contempt. I note that seriousness is increased by three particular factors: claims for an exaggerated or large sum which does not apply in this case, persisting with the contempt or conducting other misconduct to try and underpin the contempt which does not apply in this case, and finally whether it was intentional. That does apply. They were intentional changes to the bank documents and intentionally swearing that they were true.
  45. In the mitigation a number of factors have been raised before me. That there was an early admission in the July 2022 affidavit. With the greatest respect to that point of mitigation that was not early. It was after the Bankers' Book Act proceedings and therefore effectively after the alterations had been revealed. It was not volunteered before the allegations were made. It was limited to the fact of alterations but not an admission of all the implications of contempt, including the interference with the administration of justice.
  46. Apologies have been provided. Yes, I accept that apology as mitigation in part. However, I note that all of the apologies have been to a very large extent placed in the deep context of the conflict that I have referred to and the attempts to knit it in with the Milton Keynes proceedings and have not reflected that the admissions and apologies only came after the Bankers' Book proceedings. There has also been repeated reference throughout to the minimum nature of the amounts involved without realising or showing real understanding and therefore remorse for the impact upon the trust in statements of truth to the court and the conduct of justice.
  47. I note her previous good character. I note that she has an active, caring role as parent with a shared care child arrangements order for her young daughter, aged nine. I note the comparatively small scale of the amounts involved overall, as I have already mentioned. It was

also argued that it was because she was concerned about being deprived of a source of income in the form of benefits if the applicant found out that she did this in the first place. I have already addressed that concern. While I accept that she may well have been worried about having that source of income interfered with, the reasoning behind that was in itself tied up with the nature of the financial remedy proceedings and should absolutely not have formed part of a justification for doing so, and indeed there is an argument as to the respondent's credibility that might have been revealed if this information was readily observable on the face of her bank statements. Therefore, I have to look at that mitigation in that context.

48. She claims that she is currently unemployed. Although that is a matter of some dispute, I have no firm evidence either way. It is asserted that any sentence should be a short sentence in that context, it should be suspended and should be suspended with a clear end date being the end of the financial remedies litigation, judgment, or settlement of the substantive matters.
49. I must then consider what in the light of that would be an appropriate sentence. The authorities that I have been referred to do not in themselves fall on all fours with these proceedings, nor is there anything like a helpful table of types of offence and types of sentence. I note the case of *Otkritie International Investment Management Ltd v Gersamia* [2015] EWHC 821 (Comm) whereby very serious contempts were committed in relation to extremely large amounts of money.
50. In relation to one contemnor, there was a suspending of the custodial sentence of 12 months on payment of a very large sum within a very limited period of time. In relation to the second contemnor a substantial period of imprisonment towards the top end of the range, 20 months. I note in relation to the latter contemnor there had been numerous serious breaches persisted in, no response to the proceedings, no engagement, and no mitigation.
51. In that case relevant factors that the Court considered were appropriate to apply to false disclosure statements included how prolonged and extensive the content was, the motive, the extent or risk of harm, whether the contempt was admitted and when, whether the defendant had expressed remorse and complied belatedly with the order or otherwise made amends, and character and antecedents. I have discussed all such matters.
52. I also note that in the case of *South Wales Fire and Rescue Service v Smith* [2011] EWHC 1749 (Admin), which was a case in which a former firefighter claimed significant amounts of tortious damages for what turned out to be entirely falsely claimed occupational injuries and also had made assertions in some seven different statements. Four statements of truth in support of claim, a further disclosure statement, a witness statement, and particulars of claim with a statement of truth where this was a significant financial claim of up to £50,000, well, between £15,000 and £50,000, including a claim for £15,000 loss of earnings. At paragraph 24 of that judgment, the learned judge stated as follows:

“In those circumstances I take the view that the appropriate way of bringing home the gravity of this offence is to order that this man should go to prison for 12 months, but that order should be suspended for two years provided that within that period of two years the defendant pays the sum of...”

Then he dealt with the financial matter that had arisen within those proceedings.

53. Now clearly the contempts in this case are not as grave. Certainly not as grave as in the *Otkritie International Investment Ltd v Gersamia* case. Also, not as grave as the numbers of documentary assertions and the scale of the financial deceit in the *South Wales Fire and Rescue Service v Smith* case. Albeit it is somewhat unclear as to the use that these documents might have gone and ultimately the impact of the credibility issues that might have flowed, I nonetheless, give the respondent the benefit of the doubt in terms of it being of a lesser financial scale than that in the *South Wales Fire and Rescue Service v Smith* case.



54. Nonetheless, I consider that notwithstanding the admissions and the points of mitigation to which I have referred, this was not just a very stupid and clumsy attempt to deceive the Court and the other party in the financial remedies proceedings, but it betrays a fundamental lack of insight and real recognition of the issues that relate to the administration of justice. I do consider that it is unfortunately important to acknowledge the gravity of that aspect of these contempts. Therefore, I consider that the appropriate suspended sentence is a period of four months' imprisonment.
55. I then go on in accordance with the *Liverpool Victoria Insurance Company Ltd v Khan* case to consider whether or not it should be suspended. I have no doubt that it should be suspended in this case. In that respect, I see no reason to depart from the type of disposal elected by the learned judge in the *South Wales Fire and Rescue Service v Smith* case. I note important elements of the mitigation. In particular that this is a mother with a comparatively young child. I note that there are ongoing proceedings which need to be resolved and that it will be important that the contemnor's, the respondent's, honest practice should be able to be relied upon within the outstanding proceedings.
56. I now go on to consider the term of that suspension. I have been asked to consider suspending it until the final judgment or settlement of the substantive issues in the financial remedy proceedings. However, I note these further outstanding proceedings, the separate charging order enforcement proceedings in relation to the costs orders in the Milton Keynes proceedings and the separate Children Act proceedings. Given the further undermining of trust as a result of these contempts, I consider that it would be appropriate to suspend the committal for a period of two years, with the aim that that will I hope adequately cover the outstanding proceedings and any ancillary or satellite litigation that flows therefrom, in order to maximise trust, maximise an attempt to ensure the proper administration of justice and minimise further litigation of this sort.
57. I have through this judgment noted and been heartened to see that at points where I have had to assert these difficult and critical matters in relation to the respondent that she has in effect been nodding and accepting of them. I give her credit for having listened carefully to this judgment and having indicated by the manner of her listening to the Court that she has understood and accepted these points. Again, she has just nodded to confirm that.
58. I do sincerely hope that this draws a line under this regrettable incident, and that this draws a line under any future misconduct. I also sincerely hope that rather than this being seen as some kind of petty triumph of one party over another that in fact the parties can find some sensible, preferably amicable, and minimally conflictual, resolution to their outstanding issues. They, after all, have a child to care for between them. On that point I will conclude this judgment.

**End of Judgment.**

Transcript of a recording by Ubiquis  
291-299 Borough High Street, London SE1 1JG  
Tel: 020 7269 0370  
legal@ubiquis.com

Ubiquis hereby certify that the above is an accurate and complete record of the proceedings  
or part thereof.

This transcript has been approved by the judge.