Neutral Citation Number: [2025] EWFC 413

Case No. ZZ20D65691

IN THE FAMILY COURT
SITTING AT THE ROYAL COURTS OF JUSTICE

Date: 28 November 2025

Before :

MR JUSTICE POOLE

- -

Collardeau v Fuchs: Contempt of Court

Between :

ALVINA COLLARDEAU	**Claimant**
- and -	
MICHAEL FUCHS	**Defendant**

- -
- -

Justin Warshaw KC and Joshua Viney (instructed by Farrer & Co LLP) for the Claimant
Patrick Chamberlayne KC (instructed by Harbottle & Lewis) for the Defendant

Hearing date: 7 November 2025

- -

JUDGMENT

This judgment was handed down at 10.30 am on 28 November 2025 by circulation to the parties or their representatives and by release to the National Archives and the Judiciary website

This judgment was delivered in public. 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 of the Claimant and Defendant shall be strictly preserved. All persons, including representatives of the media and legal bloggers, must ensure that this condition is strictly complied with. Failure to do so may be a contempt of court.

Mr Justice Poole:

Introduction

1. The application before me is for the committal of the Defendant to prison for contempt of court by breach of two orders made by me on 28 March 2025 in long running financial remedy and enforcement proceedings. The most recent judgment in those proceedings is *Collardeau v Fuchs* [2025] EWFC 307.

2. At an earlier hearing on 19 September 2025 and again at this adjourned hearing, notwithstanding orders to attend in person, the Defendant has not attended but has been represented.

3. The Defendant has been reminded of his right to remain silent. The standard of proof in a contempt application is the criminal standard, beyond reasonable doubt. The burden of proof is on the Applicant.

4. On 28 March 2025 I made an order upon the Applicant's application to vary and enforce the final financial remedy order of Mostyn J of 23 June 2023. My order bore a penal notice prominently on its first page. The respondent was Mr Fuchs, the Defendant to this committal application. The orders included:

> "9. The respondent, either individually or as a member of the LLCs in which title to the US Properties are held, is enjoined from selling, disposing of, renting, pledging, transferring to any other purchaser or tenant, dealing with or otherwise diminishing the value of the US properties pending determination of these proceedings, or instructing or encouraging any third party to do the same.
>
> 10. The respondent shall not take any steps to impede the implementation of any order made by this court in respect of the US properties, including but not limited to impeding the domestication of any order made by this court abroad and/or interfering with the County Clerk where any of the US Properties are located recording a certified copy of any order made by this court."

   The US properties were defined within the order to include a property which is referred to in my most recent judgment as "ML1".

5. By her committal application dated 17 July 2025, the Applicant alleges that the Defendant breached these orders in that :

   a. On 25 June 2025 the Defendant sold ML1.

   b. On 23 June 2025, through his US attorneys, the Defendant filed two affirmations and a memorandum opposing the Applicant's US application dated 31 March 2025 for domestication of orders made by this Court.

6. A third breach was alleged in the original committal application but at the hearing on 19 September 2025, Counsel for the Applicant informed the Court that it was not pursued and I gave permission for it to be withdrawn.

7. At the hearing on 19 September 2025, the Defendant, through his Counsel, did not admit the two remaining alleged breaches of the order of 28 March 2025, but at the hearing on 7 November 2025 Mr Chamberlayne KC for the Defendant *did* admit, on behalf of the Defendant that the Defendant had breached the orders as alleged.

8. The Defendant does not admit contempt of court. He contends:

    a. The order of 28 March 2025 was not personally served on him, as required, and no order for alternative service was effective. He relies heavily on the decision of Mostyn J in *Ahmed v Khan* [2022] EWHC 1748 (Fam). The application for committal is therefore defective.

    b. Paragraph 10 of the order of 28 March 2025 was ultra vires and no contempt can be found against the Defendant for its breach.

9. Mr Chamberlayne KC raised these arguments in a written Note which was provided to me and to Counsel for the Applicant only minutes before the hearing on 7 November 2025. I do not know what instructions Mr Chamberlayne KC had but such late provision of new and important arguments is not acceptable. I gave Mr Warshaw KC and Mr Viney time to marshal their response and they were content to proceed, but after the hearing was concluded I found a relevant authority, *MBR Acres v Maher and anor* [2022] EWHC 1123 (QB) [2022] 3 WLR 999, not referred to in written or oral submissions, and had to invite Counsel to provide further written submissions.

Service of the Order of 28 March 2025

10. Paragraph 9 of the Order of 28 March 2025 was a prohibitive injunction known as a preservation order. Paragraph 10 included a prohibitive injunction not to impede the domestication of any order made by this court abroad. FPR r37.4(2) provides that a contempt application must include statements of:

> "(a) the nature of the alleged contempt …
>
> (b) the date and terms of any order allegedly breached or disobeyed;
>
> (c) confirmation that any such order was personally served, and the date it was served, unless the court of the parties dispensed with personal service.
>
> (d) if the court dispensed with personal service, the terms and date of the court's order dispensing with personal service.
>
> …"

11. When considering the corresponding provisions of CPR Part 81 in *MBR Acres* (above), Nicklin J held that the introduction of simplified rules governing applications for committal for contempt had not removed the substantive requirement of the law of contempt, which had existed well before it was codified in procedural rules, that before a defendant could be proceeded against for contempt for a breach of an injunction, the injunction had to have been served personally on the defendant unless the court ordered otherwise. The new CPR Pt 81 had not removed that requirement but had merely avoided repeating it. Nicklin J's judgment provides a comprehensive analysis of the history of the requirement of personal service and the effect of the introduction of the new rules of court in 2020. I gratefully adopt his reasoning and am satisfied that it applies equally to the introduction of the new FPR Pt 37 in October 2020.

12. FPR r6.19(1) provides that:

> "Where it appears to the court that there is a good reason to authorise service by a method or at a place not otherwise permitted by this Part, the court may direct that service is effected by an alternative method or at an alternative place."

FPR r6.35 provides that r6.19 applies to "any document in proceedings as it applies to an application for a matrimonial or civil partnership order and reference to the respondent in that rule is modified accordingly."

13. Mr Fuchs was present, by a remote link, as a litigant in person at the hearing before me on 28 March 2025. He was not served personally with the order but he was served by email. In her application for committal for contempt, the Applicant set out that an order had been made for alternative service by paragraph 27 of the order of Mrs Justice Gwynneth Knowles on 8 August 2024 which provided that:

> "service of all documents within these proceedings, including this order and the accompanying application, upon the respondent by email at [redacted email address] shall constitute good service upon the respondent."

14. That order was made in the same proceedings in which I made my order of 28 March 2025. The order was not revisited. The Defendant had received other documents and orders via that email address. He had been served with notice of the application heard on 28 March 2025 at that email address. As I have noted in a previous judgment, the Defendant has sought to frustrate and impeded the orders of Mostyn J and Gwynneth Knowles J in the proceedings. He lives and works internationally. In her application of 5 August 2024 to Gwynneth Knowles J for an order for alternative service, the Applicant had said:

> "The respondent is a litigant in person as of 5 June 2024. So far as the applicant is aware, the respondent is living outside of the jurisdiction of England & Wales. The respondent corresponds with the applicant's solicitors and third parties via the following

> email address at [redacted](this also being the email address with which he recently contacted the court). This is the respondent's official business email address (and so far as the applicant is aware it is the only email address the respondent uses), and the applicant submits that service of documents within these proceedings will be most efficiently effected to his email address."

15. I can presume that Gwynneth Knowles J was satisfied that there was good reason to authorise service by email. The Defendant did not appeal that order for alternative service and continued to communicate using that email address. On 27 March 2025 solicitors wrote to the Court on behalf of the Defendant, although emphasising that they were not on the record as acting for him, responding to the Applicant's application due to be heard the following day. They did not take any point about service of documents in the proceedings.

16. The Defendant attended the hearing on 28 March remotely as a litigant in person and was, I am satisfied, fully aware of the orders made including those at paragraphs 9 and 10 of the order. The order was served on him at the email address at which Gwynneth Knowles J had ordered service could be effected.

17. In *Ahmed v Khan* (above) Mostyn J considered a contempt application made by the father in the proceedings against a solicitor for breaches of both mandatory and prohibitory terms of an order made on 13 December 2021 which concerned the whereabouts of the father's children. The order had not been served personally on Mr Khan and it had not contained a penal notice. Mostyn J recorded that the order of 13 December 2021 had included a provision that "the solicitors for the applicants are granted permission to serve a copy of this order by email or facsimile" but he held:

> "[90] In my judgment that order does not constitute a waiver of personal service for the purposes of FPR 37.4(2)(d). That rule requires the court specifically to consider whether this vital procedural safeguard for an alleged contemnor should be disapplied. The order in this case was made on the basis of a paper application and there is nothing to suggest that the court was asked to consider specifically the dis-application of this procedural safeguard. Naturally, the order is effective to notify Russell and Russell LLP of its obligations, and there may be consequences (disciplinary or regulatory consequences, for example) if the order is not complied with. Where a disclosure order is made against a firm of solicitors it would not normally be necessary to think about personal service for the purposes of committal because everyone would take it as read that the firm, as officers of the court, would comply with the order unquestioningly.
>
> [91] That common understanding does not, however, act to water down the force of the safeguards should contempt proceedings

> be initiated against a firm of solicitors alleging that the firm has breached an order of the High Court.
>
> [92] In my judgment, removal of the fundamental safeguard in contempt proceedings of personal service of the original order is only properly achieved if the order allowing, say, email service of the original order states on its face that personal service of that order is waived in accordance with FPR rule 37.4(2)(d) for the purposes of any subsequent contempt proceedings. The disclosure order of 13 December 2021 does not say that. I cannot accept that a routine disclosure order, made on the papers as box work, a term of which provides for email service of the order, has the effect of depriving a third party discloser of this vital procedural safeguard in subsequent contempt proceedings, unless the court has specifically so provided in the order.
>
> [93] It is my conclusion, notwithstanding the terms of para 6 of the disclosure order, that if the father wanted to pursue contempt proceedings against Mr Khan, he had to serve him personally with the disclosure order. He did not do so, and for this additional reason the contempt application must be struck out."

18. With respect I cannot agree with this analysis, at least in so far as Mostyn J purported to lay down a general rule, which is what Mr Chamberlayne says is the effect of the judgment in *Ahmed*. FPR r 37.4(2)(d) does not require the Court to consider whether the procedural safeguard of personal service should be disapplied for an alleged contemnor. It provides only that "if the court dispensed with personal service", the terms and date of that order must be set out in the contempt application. It is not a provision allowing the court retrospectively to dispense with personal service. A power retrospectively to allow for an alternative to personal service may well exist - see Nicklin J in *MBR Acres* (above) at [116] – but it is not conferred by FPR r37.4(2)(d). The power to order alternative service under FPR r6.35 and r6.19 exists whether or not the respondent or recipient of a served order later becomes a defendant in contempt proceedings. I can find no provision in the CPR or FPR, nor have I been directed to any authority to the effect that unless an order for alternative service expressly specifies that it is effective for the purpose of any future contempt proceedings, it is not effective for those proceedings.

19. It has not been argued that Gwynneth Knowles J was not entitled to make the order for alternative service that she made on 8 August 2024 or that her order was defective in any way. Rather, Mr Chamberlayne KC contends that it is ineffective for the purpose of the current contempt proceedings. As he put it in his Note, "The order of 28 March 2025 was not served on [the defendant] personally, and no order was made dispensing with personal service." I do not accept that argument: the order made on 8 August 2024 was an order for alternative service by email. FPR r6.35 and r6.19 gave the Judge power to make that order, and I do not agree with Mostyn J's dicta in *Ahmed*, that an order for alternative service is only effective for the purpose of any later contempt proceedings if it says on its face that personal service is waived for the purposes of any subsequent contempt proceedings. The order for alternative service

was expressed to apply to the service of all documents in the proceedings. It has not been argued that it did not apply to the service of orders. It plainly did. A number of orders and other documents had been served on Mr Fuchs by email between 8 August 2024 and 28 March 2025 with no objection having been taken to that permitted mode of service. The order for alternative service remained in force as at 28 March 2025 and indeed, beyond that date.

20. The provisions for alternative service under Part 6 of the FPR may not apply where another rule mandates a particular form of service, but Part 37 does not contain any rule that an injunctive order, breach of which is alleged to have been a contempt of court, must have been personally served. The requirement is to provide a statement that personal service of the original order has been effected, or that an order (or agreement) dispensing with personal service has been made. If the court has permitted service by a means which is alternative to personal service, then it has dispensed with personal service. That is what happened here and the Applicant provided a statement to that effect in accordance with FPR r37.4.

21. There was good reason for Gwynneth Knowles J to have made the order for alternative service – the reasons were given by the Applicant in her application before the Judge, as set out above. The Defendant lived internationally and moved about. His whereabouts were not always known to the Applicant. He corresponded using the said email address as he continued to do after the order of 8 August 2024. No prejudice has been caused to the Defendant by reason of service on him being by email. He was also in attendance, albeit remotely, on 28 March 2025 when the injunctive orders which he now admits he breached, were made. I have read the transcript of that hearing and am reminded that the issue of the preservation order was discussed with him at that hearing. I am satisfied that he can have had no doubt that he was being prohibited from selling ML1. The Defendant has been repeatedly advised of his right to remain silent in these contempt proceedings but he chose to give evidence in a written statement dated 12 September 2025. In it he says:

> "I understand that I have disobeyed the order of the court not to sell ML1 and my promise to the court to pay the net proceeds of sale to Alvina from this property and [another property]. However, these were two transactions that felt I had to grab at the time so as not to lose them."

22. It is beyond reasonable doubt that the Defendant had a copy of the preservation order, knew of its effect, and chose to breach it. Mr Chamberlayne KC accepted that if the Court did not accept his argument about service of the order of 28 March 2025, the Defendant's breach of paragraph 9 of the order of 28 March 2025 amounted to a contempt of court.

Prohibition on Impeding Domestication of the Court's Orders

23. The transcript of the hearing on 28 March 2025 does not reveal any detailed discussion of what became paragraph 10 of the order of that date, which is the second order the Defendant is alleged to have breached in contempt of court. Through his

Counsel he admits that he breached that order as alleged by the Applicant but contends that breach of the order cannot form the basis of a finding of contempt because paragraph 10 was ultra vires: the Court had no power to make it. Paragraph 10 purported to prohibit the Defendant from relying on his legal rights in a foreign court, compelling him to submit to judgment as sought by the Applicant even if there was a lawful defence. The order was not an anti-suit injunction which prevents a party from issuing or continuing litigation in a foreign court. It was not a *Hemain* injunction temporarily stopping foreign proceedings. I made the order in the terms sought at the time by the Applicant but, looking at it again, it could have been worded to prevent the Defendant from impeding, *save on the grounds of lawful cause within proceedings*, the domestication of the Court's orders, but that qualification was not added. As such it seems to me to have been too widely drawn. Mr Chamberlayne KC has drawn the Court's attention to the speech of Toulson LJ in *Deutsche Bank AG v Highland Crusader* [2009] EWCA Civ 725, [2010] 1 WLR 1023 in which he said that the English court "should not arrogate to itself the decision how a foreign court should determine the matter." That, he contends, is what paragraph 10 of the order of 28 March 2025 sought to do.

24. Looking at the transcripts of hearings in the US Courts following the Defendant's affirmations and memorandum, the Defendant's lawyers' representations in opposition to the Applicant's US applications were based on what they argued were errors in law. I am persuaded that it would be wrong to proceed to a finding of contempt of court on the basis of breach of paragraph 10 of the order of 28 March 2025. The Court very arguably overreached its jurisdiction and the consequences of the order were not made clear to the Defendant at the hearing. In contempt proceedings any such doubts about the ambit of the order and the Defendant's understanding and awareness of its ambit should be resolved in favour of the Defendant.

Retrospective Waiver of a Procedural Defect

25. Even if I am wrong about the effectiveness of the order for alternative service made by Gwynneth Knowles K on 8 August 2025, I am satisfied that the Court has the power in contempt proceedings retrospectively to permit alternative service.

26. FPR PD37A para.(2) provides:

> "The court may waive any procedural defect in the commencement or conduct of a contempt application if satisfied that no injustice has been caused to the defendant by the defect."

Mr Warshaw KC and Mr Viney rely on this provision as giving the court power to waive any requirement for personal service, if that was required. Mr Chamberlayne KC submitted that FPR PD37A para. (2) applies to procedural defects in the "commencement or conduct of a contempt application" and therefore not to defects in prior orders, for example the injunctive order alleged to have been breached. If there is a defect in the service of the order which is alleged to have been breached in contempt of court, then that is not a defect in the commencement or conduct of the

contempt application. However, in *Popat v Khawaja* [2016] EWACA Civ 362, the Court of Appeal held that the first instance judge hearing a contempt application had been entitled retrospectively to dispense with personal service of an earlier order. The Court found that CPR PD81 para 16.2, which was worded in exactly the same terms as the current FPR PD37A para (2), applied. See also *Davy International Ltd v Tazzyman* [1997] 1 WLR 1256. Hence, applying *Popat*, a failure personally to serve an injunctive order, breach of which is alleged to have been a contempt of court, should be regarded as a procedural defect in the "commencement or conduct" of a contempt application. PD37A para. (2) permits the court to waive such a procedural defect if satisfied that no injustice has been cased to the Defendant by the defect.

27. Mr Warshaw KC and Mr Viney also referred the Court to the notes to FPR r37.4 in The Family Court Practice 2025 which state: "Where there is no doubt that the defendant knew what the order said and the consequences of disobedience, a failure to dispense with service would encourage offenders to use technicalities to defeat the purpose of the order (*Benson v Richards* [2002] EWCA Civ 1402; *Serious Organised Crime Agency v Hymans* [2011] EWHC 3599)." Mr Chamberlayne KC pointed out that both those cited cases pre-dated the introduction of the new FPR r37 in October 2020. Under the previous rules there was express provision retrospectively to waive service (r37.8 - see below) but there is no such provision within the current rules. He submitted that the power had been deliberately removed and no longer existed.

28. In that context, the judgment of Nicklin J in *MBR Acres* (above) is highly relevant and helpful. At paras. 116 -117 he held:

> "[116] The Court does have a wide discretion to dispense with defects in service of an injunction order. Ms Bolton submitted that the key question is whether injustice would be caused by so doing: *Khawaja -v- Popat* [2016] EWCA Civ 362 [40]. Ms Bolton also referred to the Court of Appeal decision in *Davy International Ltd -v- Tazzyman* [1997] 1 WLR 1256, 1262-1266 per Morritt LJ. *Tazzyman* is principally authority for the proposition that the power to dispense with service of an injunction order can be used retrospectively (including mandatory injunctions), but the decision contains a useful review of the authorities on when it would be just nevertheless to dispense with the requirement that an injunction order must be served. One category, which has been long recognised in respect of prohibitory injunctions, is where the Court is satisfied that the respondent knows of the terms of the injunction, for example because s/he was in Court when the injunction was granted (e.g. *Turner -v- Turner* referred to at 1262E and see cases discussed in [74] above). In *Hill Samuel & Co Ltd -v- Littaur* (referred to at 1264B), the Court of Appeal was satisfied that the defendant "knew precisely the terms of [the] order" and that it was just in the circumstances for the Judge to have dispensed with service of the injunction order.

> [117] In my judgment the authorities show that the key question, if the Court is considering retrospectively dispensing the requirement to serve an injunction order, is whether the Court is satisfied, to the criminal standard, that the material terms of the injunction order said to have been breached were effectively communicated to the defendant. The cases show that it is possible to demonstrate this by evidence in several ways, but the objective is clear, as are the statements of principle from the ECtHR (see [94]-[96] above). What is required is knowledge of the specific terms of the order, not its general character (cf. *Hall & Co -v- Trigg* [1897] 2 Ch 219 referred to at [75] above and Churchman referred to at [86] above).

The ECtHR authorities to which he referred earlier in his judgment were *Beiere -v- Latvia* (2011) App. No. 30954/05; [2013] MHLR 247 and *Gatt -v- Malta* (2014) 58 EHRR 32 which both emphasise the requirement that a person should only be held accountable for non-compliance with an order if they were aware of the order and had an opportunity to comply with it. Both conditions are met in the present case. The pre October 2020 CPR Part 81 had included and express provision giving the Court the power retrospectively to dispense with personal service. Nevertheless, Nicklin J was fully satisfied that that power was retained. As he had explained earlier in his judgment, the new rules had been intended to simplify rather than to change the substantive law off contempt of court. The pre-October 2020 FPR contained express provision within what was then r37.8:

> "(1) In the case of a judgment or order requiring a person not to do an act, the court may dispense with service of a copy of the judgment or order in accordance with rules 37.5 to 37.7 if it is satisfied that the person has had notice of it—
>
> (a) by being present when the judgment or order was given or made; or
>
> (b) by being notified of its terms by telephone, email or otherwise."

That provision was removed from the new iteration of the rules introduced on 1 October 2020 but, within the FPR, PD37A para (2) was introduced (see above). I adopt the reasoning of Nicklin J in *MBR Acres*: the removal of FPR r37.8 did not remove the court's common law powers in relation to contempt of court - the power retrospectively to waive a defect with service of the original injunctive order was retained. But if there were any doubt about that, the power is retained expressly in FPR PD37A para (2) for the purpose of contempt proceedings in the family jurisdiction.

.

29. Mr Chamberlayne KC contends that Nicklin J's decision on the power retrospectively to dispense with the requirement of service of an injunction order is obiter and is wrong. I do not accept that it was obiter or that it was wrong. The

decision on that issue was part of the *ratio* of the judgment. It was carefully reasoned and follows the Court of Appeal authorities of *Popat* and *Tazzyman*.

30. I have found that there was no defect with service but, if I am wrong, I would exercise the power to waive the defect in service and to deem service by email to have been effective. The Defendant was present at the hearing at which I made the preservation order set out at paragraph 9 of my order of 28 March 2025. I discussed the preservation order with him during the hearing. He has admitted breach of the order and has not contended that he was unaware of the order or its effect. I am satisfied beyond reasonable doubt that he knew of the existence and terms of the preservation order and decided to breach it for the reasons he has given in his statement of 12 September 2025. No injustice would be caused to him by waiving the requirement of personal service.

31. Mr Chamberlayne KC objects that there has been no application retrospectively to waive personal service. In my judgement, no formal application is required. The power to waive a procedural defect may be exercised of the court's own motion. In any event the applicant made submissions that, if necessary, the power should be exercised, Mr Chamberlayne had ample opportunity to respond and, for the reasons given, I am satisfied that it should be exercised (if I am wrong about the effect of Gwynneth Knowles J's order regarding service).

32. Mr Chamberlayne KC points to the fact that when I made a directions order on paper within the contempt proceedings on 19 August 2025, I expressly addressed service of the contempt application and proceedings on the Defendant's solicitors in accordance with FPR r37.5. In doing so I referred to Gwynneth Knowles J's order for alternative service made on 8 August 2025. I do not accept that the fact that I took a " belt and braces" approach to service implies that Gwynneth Knowles J's order was insufficient or ineffective. Ina any event, FPR r37.5 concerns service within contempt proceedings, not service of injunctive orders, the alleged breach of which forms the basis for the contempt proceedings. My conclusions within this judgment are not at all inconsistent with the directions regarding service that I made on 19 August 2025.

33. For the avoidance of doubt I do not regard the lack of clarity as to the *vires* and effect of paragraph 10 of my order of 28 March 2025 to be a procedural defect which could retrospectively be remedied under FPR PD 37A para. (2).

Conclusion

34. In conclusion, I find, beyond reasonable doubt, that the Defendant was in contempt of court by selling ML1 on 25 June 2025 in breach of paragraph 9 of the order of 28 March 2025. The order carried an appropriate penal notice. The order was effectively served on the Defendant by email as permitted by the order of Gwynneth Knowles J on 8 August 2025. If I am wrong about the effect of her order regarding service, I waive any procedural defect due to a failure of personal service and retrospectively deem service of my order of 28 March 2025 to have been effective including for the

purposes of the contempt application. Insofar as Mostyn J held in *Ahmed* that personal service could not be waived for the purposes of contempt proceedings, I decline to follow his decision as it is contrary to authority and to the Family Procedure Rules and Practice Direction 37A.

35. The Defendant having been found guilty of contempt of court by breaching paragraph 9 of the order of 28 March 2025, the court must consider the appropriate sentence. The Defendant must be given time to prepare his mitigation. As it happens, prior to the hearing on 7 November 2025, he has now paid the sum of over $31m to the applicant in part satisfaction of court orders. At the time of preparing this judgment he has paid a further sum of $10m but there is a dispute about whether this was "clean money" unencumbered by the rights of others to trace it into the applicant's hands. Clearly, if the Defendant has met his obligations under the final order in full and without risk to the applicant that some of what he has paid her may be taken from her by third parties who have a prior claim on it, then that will be highly material to his mitigation and the sentence of the court.

36. I shall adjourn sentencing to a date to be fixed, allowing the Defendant time to establish the effect of the payments he has made to the applicant and that the sale of ML1 has ultimately not disadvantaged her. The next hearing will therefore take place in January or early February 2026 subject to court availability. This judgment shall be published on the Judiciary website.