Neutral Citation Number: [2025] EWHC 3356 (Comm)

Case No: CL-2022-000022

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

Royal Courts of Justice
Rolls Building, Fetter Lane,
London, EC4A 1NL

Date: 19/12/2025

Before :

THE HONOURABLE MR JUSTICE HENSHAW

- -

Between:

Grainful Holdings Limited	**Claimant**
- and -	
Igor Mineev	**Defendant**

- -
- -

James Goodwin (instructed by **Fladgate LLP**) for the **Claimant**
The Defendant appeared in person by video link

Hearing date: 26 November 2025
Draft judgment circulated to parties: 15 December 2025

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Approved Judgment

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Mr Justice Henshaw:

(A) INTRODUCTION

1. This judgment deals with questions of liability arising from a contempt application dated 12 March 2025 (the "***Contempt Application***") issued by the Claimant against the Defendant ("***Mr Mineev***"). The alleged contempts, in outline, were:-

    i) breaches of paragraphs 1, 3 and 4 of a disclosure order made by me dated 22 October 2024 (the "***Disclosure Order***"), and

    ii) knowingly making a false statement under affirmation at a CPR Part 71 hearing on 22 November 2023 (the "***Part 71 Hearing***").

2. The Claimant is a company incorporated and registered in the Republic of Cyprus. The Claimant was previously represented by Withers LLP but has from 8 September 2025 been represented by Fladgate LLP.

3. Mr Mineev is a Russian national who previously resided in London, but the present position (according to Mr Mineev) is that he has no fixed address. As at 25 October 2024, Mr Mineev communicated that he was "*living between Airbnb's/hotels in Belgrade, Serbia*". Mr Mineev does not currently have legal representation and is acting in person. In the circumstances outlined in §§ 24-25 below, and in an oral judgment I gave at the hearing on 26 November 2025, I permitted Mr Mineev to appear remotely at the hearing in order to make oral submissions, which he did.

4. Having carefully considered the evidence and both parties' submissions, I have concluded that:-

    i) I am sure that Mr Mineev committed contempts of court by reason of his breaches of paragraphs 1, 3 and 4 of the Disclosure Order; and

ii) I am not sure that Mr Mineev knowingly made a false statement under affirmation at the Part 71 hearing, and therefore do not find that he committed contempt of court in that respect.

I shall hear the partes at a further hearing on the question of sanction for the contempts referred to in (i) above.

(B) FACTUAL BACKGROUND

5. As set out in a "*CONSENT AWARD RENDERED PURSUANT TO THE PARTIES' JOINT REQUEST AND PURSUANT TO ARTICLE 26.9 OF THE LCIA RULES (2020)*", ("the ***Consent Award***"), the Claimant agreed a loan of USD 100,000 ("the ***Loan Amount***") to Mr Mineev, then residing in London, on 4 November 2019 ("the ***Loan Agreement***"). Clause 11 of the Loan Agreement provided for all disputes between the parties to be referred to arbitration in London under London Court of International Arbitration ("***LCIA***") rules and that English law was the governing law of the Loan Agreement.

6. On 23 December 2020 the Claimant made a Request for Arbitration, under clause 11 of the Loan Agreement, and on 15 February 2021 Gemma Morgan of Quadrant Chambers was appointed sole Arbitrator. By the Consent Award dated 9 September 2021 the Claimant was awarded:

> "a. USD 88,555.16;
>
> b. The costs of the arbitration (other than legal costs incurred by the parties themselves) in these arbitration proceedings which have been determined by the LCIA Court in the sum of £10,055.83 plus VAT of £1,806.17 (a total of £11,862.00); together with
>
> c. A further amount, which will be notified to the Respondent by the Claimant as soon as possible after the date of this Award, consisting of:
>
> i. the Claimant's legal costs of these arbitration proceedings:
>
> and
>
> ii. the Loan Interest and the later Payment fees (as defined in the Settlement Agreement) accruing from 16 April 2021 until the Payment Date."

7. By an Order dated 31 January 2022 Cockerill J, pursuant to sections 66(1) and 66(2) of the Arbitration Act 1996, granted the Claimant permission to enforce the Consent Award "*in the same manner as the judgment or order of the Court to the same effect*" ("***the section 66 Order***").

8. Master Gidden made an order under CPR Part 71 on 15 September 2022 ("***the Part 71 Order***") that Mr Mineev attend court before a Deputy Master to provide information about his means and any other information needed to enforce the section 66 Order. The Part 71 order contained a penal notice.

9. The Part 71 hearing took place on 22 November 2023 before Master Davison ("***the Part 71 Hearing***"). Ms Menshenina's evidence is that Mr Mineev did not supply any documents prior to the Part 71 Hearing and at the hearing:

> "explained that he has the following assets: dividends and loans from a property advisor company called Minstep Ltd (of which he is director and 100% shareholder), financial support from his family, two bank accounts (with Revolut and Santander), occasional cryptocurrency, and possibly a pension".

10. Ms Menshenina's evidence indicates that Mr Mineev was repeatedly not forthcoming with the disclosure required under the Part 71 Order, but, in parallel, agreed to a payment plan. Between 6 and 8 December 2023, Mr Mineev provided various documents by email which the Claimant did not consider sufficient. On 10 January 2024, Mr Mineev provided some bank statements and the Claimant reminded him that the Part 71 Order required disclosure of all records of savings or any other type of account during the past five years. Further disclosure of bank statements led to the disclosure of a previously unidentified account in the names of Mr Mineev and his wife.

11. Dissatisfied with what it said was Mr Mineev's piecemeal and incomplete disclosure, the Claimant applied for an order for disclosure under section 37 of the Senior Courts Act 1981 and/or CPR 25.1(1)(g). I granted such an order on 22 October 2024 (the "***Disclosure Order***").

12. The Disclosure Order was endorsed with a penal notice. Its key provisions were as follows:-

> "1. By no later than 4pm on 7 November 2024, and subject to paragraph 2 below, the Defendant must swear and serve on the Claimant's solicitors (either by email or by guaranteed delivery, in accordance with paragraph 5 below) an affidavit containing the following information to the best of his ability:
>
> a. What bank accounts the Defendant used and/or had access to (including the name and address of the bank, account number, sort code and IBAN), in the UK or worldwide (whether in his sole name or held jointly), in the period from 1 November 2021 to when the Defendant opened his: (i) Revolut account with sort code 040075 and account number 18582559 (the "Revolut Account"); and (ii) his Santander account with sort code 090129 and account number 94613067 (the "Santander Account").
>
> b. Whether the Defendant used and/or had access to any other account(s) with financial institutions in the UK or worldwide (whether in his sole name or held jointly) which was open at any point during the period 1 November 2021 to date (irrespective of whether the account is now closed, blocked or similar), save as disclosed pursuant to paragraph 1a. above.

c. As at the date of the affidavit and (if different) over the 12 months preceding this Order, the status (e.g. open, closed, blocked, overdrawn) of the Defendant's (i) Revolut Account and (ii) Santander Account, and what caused this.

d. The date when the Santander Account was opened.

e. Why the Defendant received regular payments in the Revolut Account to/from (i) an account in the name of "Irina Mineeva" and, if different, "Mineeva I"; and (ii) an account in the name of "Anastasiia Mineeva" and, if different, "Junior account withdrawal (Anastasiia Mineeva)". What these accounts are/were.

f. The reason for the payments: (i) into the Revolut Account from "Alek A + Alex O" of £29,450 on 18 May 2023 and of £32,550 on 19 May 2023; and (ii) immediately after those payments, the payments out of the Revolut Account to "N Fedotova" of £28,000 on 18 May 2023 and £22,000 on 19 May 2023. Who the quoted account holders are in relation to the Defendant.

g. Any amounts owed by the Defendant (solely or jointly) to any persons including, but not limited to any loans, save for the specific debts already disclosed listed below. For each amount, the Defendant shall provide the size of the debt, when the debt was incurred, why the debt was incurred, when the debt is/was due to be repaid, the full name of the creditor, and an explanation of how the Defendant intends to repay (or settle, if applicable) the debt. The specific debts already disclosed are:

i. University of Westminster Law School - £10,348.09

ii. Mishcon de Reya - £2,708.38

iii. Thames Water Utility - £323.99, £765.82 and £241.60

iv. Shell Energy - £1164.80

v. Perch Capital Limited - £385

vi. Barclaycard - £680.68

vii. Vodafone - £66 and £57

viii. London Borough of Camden - £704.03, £1,927.32, £1,476.09 and £2,322.42

ix. London Borough of Haringey - £2,747.86

x. British Gas - £2,219.24

h. Any amounts owed to the Defendant (solely or jointly) by any persons. For each amount, the Defendant shall provide the size of the credit, when the credit was incurred, why the credit was incurred, when the credit is due to be repaid, the full name and address of the debtor, and an explanation of how the Defendant intends to recover the amount owed.

i. Details of any property or assets held by the Defendant in the UK or worldwide exceeding £2,000 in value whether in his own name or not and whether solely or jointly owned, giving the value, location and details of all such assets.

j. The amounts received by the Defendant (whether solely or jointly) since 1 November 2021 directly or indirectly from his parents and/or parents in law, whether in cash, bank transfer, or cryptocurrency. For each amount, the Defendant shall disclose the dates those amounts were received and, for each amount received by bank or cryptocurrency transfer, the name of the account holder(s) from which the amount was received.

k. The amounts the Defendant (whether solely or jointly) expects to receive directly or indirectly from his parents and/or parents in law over the next 12 months, whether in cash, bank transfer, or cryptocurrency, and the approximate dates when he anticipates to receive those amounts.

l. The Defendant's typical household monthly incomings and outgoings.

m. The Defendant's personal and business trips taken in the 24 months preceding the date of this Order (whether alone or with other persons), including dates, destinations, costs incurred (including itemised travel costs, hotel costs and meal costs), and which accounts/cards were used to pay for those costs.

n. Why the Defendant allowed Minstep Ltd to be dissolved on 13 February 2024, the circumstances surrounding Minstep Ltd's dissolution, the total assets held by Minstep Ltd in the 3 months before dissolution, and to where these assets were transferred following dissolution.

o. If the Defendant asserts that he cannot provide any of the documents in paragraph 3 below by reason of them not being in his possession or control and/or because they do not exist, the reasons for this assertion and the steps the Defendant has taken to try and obtain the documents.

2. If the provision of any of this information is likely to incriminate the Defendant, he may be entitled to refuse to provide it, but is recommended to take legal advice before refusing to provide the information. Wrongful refusal to provide the information is contempt of court and may render the Defendant liable to be imprisoned, fined or have his assets seized.

3. By no later than 4pm on 7 November 2024 and subject to paragraph 4 below, the Defendant shall serve on the Claimant's solicitors (either by email or guaranteed delivery, in accordance with paragraph 5 below) copies of the following in his possession or control:

Bank accounts

a. Bank statements for the Revolut Account from 2 to 24 March 2022, and 6 December 2023 to date, and bank statements for all currency accounts held with Revolut for the period 1 November 2021 to date.

b. Bank statements for the Santander Account from 26 December 2023 to date.

c. Bank statements and any correspondence with Revolut and Santander concerning the matters in paragraphs 1.c and 1.d above.

d. Bank statements for the account described as "Mineev + Mineeva" in the Revolut Account statements for the period 1 November 2021 to date.

e. Bank statements for the Russian account to which the Defendant referred at the Part 71 Hearing as an account he used to have, for the period 1 November 2021 to date.

f. Bank statements, for the period 1 November 2021 to date, for the accounts in the Revolut Account statements described as: (i) "Irina Mineeva", (ii) "Mineeva I", (iii) "Anastasiia Mineeva", and (iv) "Junior account withdrawal (Anastasiia Mineeva)".

g. Statements for any other account held with a financial institution in the Defendant's sole or joint name (whether in the UK or worldwide) which was open at any point during the period 1 November 2021 to date (irrespective of whether the account is now closed, blocked or otherwise unavailable).

h. Statements for any accounts/wallets (or similar) holding cryptocurrency (including, but not limited to, Bitcoin and Tether) for the period 1 November 2021 to date (irrespective

of whether the accounts/wallets are now closed, blocked or otherwise unavailable).

Minstep Ltd documentation

i. Bank statements for all accounts held by Minstep Ltd (whether in Minstep Ltd's name or in another's person's name for the benefit of Minstep Ltd) from 1 November 2021 to date.

j. Bills or invoices owed to the Defendant by Minstep Ltd from 1 November 2021 to date.

k. All balance sheets and profit and loss accounts for Minstep Ltd for the period 1 November 2021 to date.

l. The most recent management accounts for Minstep Ltd: (i) at the date of the Part 71 Hearing; and (ii) at the date of Minstep Ltd's dissolution.

m. Minutes of shareholder meetings of Minstep Ltd from 1 November 2021 to date.

n. Resolutions of Minstep Ltd from 1 November 2021 to date.

Liabilities

o. All court orders in the claim for the debt the Defendant owes the University of Westminster Law School (claim number F4CG1C6R), and also for any other court claims brought against the Defendant.

p. All documentation (including agreements and correspondence) whether by email, letter, WhatsApp, Telegram, text, or similar, relating to those matters in paragraph 1.g above.

q. The Defendant's tax return for the tax year 6 April 2022 to 5 April 2023 and, if prepared, for the tax year 6 April 2023 to 5 April 2024.

Salary and similar

r. All documents recording or pertaining to any salaries, commissions, bonuses, income from employment, wages, pay stubs, dividends, royalties, allowances, expenses, or other sums of money paid to the Defendant in the period 1 November 2021 to date, to the extent not already provided.

s. All documents recording or pertaining to amounts received by the Defendant, save as disclosed pursuant to paragraphs 3.p and 3.r above, or paragraph 3.v below.

Investments and assets

t. All records of any contributions to a pension made by the Defendant (or on his behalf) in the period 1 November 2021 to date and the current value of any such pension.

u. Any documents and records of stocks, bonds, mutual funds, debentures, certificates of deposit, or other investment vehicles owned by or held for the Defendant's benefit (whether solely or jointly).

v. All documents recording or pertaining to amounts owed to the Defendant relating to those matters in paragraph 1.h above.

w. All documents which provide details relating to those matters in paragraph 1.i above.

4. If any of the documents ordered in paragraph 3 above is unavailable by reason of the fact that the account or investment in question was not open or was already closed at the relevant date, the Defendant shall instead disclose to the Claimant:

a. all statements or documents which fall within the requested time period;

b. statements or documents covering the opening and/or closing date of the relevant account or investment;

c. the balance in the account or investment at the date of opening and/or closing; and

d. from where the balance was transferred upon opening and/or to where the balance was transferred upon closing."

13. There was email correspondence between Withers and Mr Mineev between 24 October 2024 and 7 November 2024 in relation to service of the Disclosure Order. On 24 October 2024, Withers emailed to Mr Mineev a copy of the Disclosure Order and a letter highlighting the deadline for compliance of 7 November 2024. Mr Mineev replied on 25 October 2024, noting the deadline, but stating that he was "*currently living between Airbnb's/hotels in Belgrade, Serbia"*. On 28 October 2024, Withers asked Mr Mineev various questions about his address and asked whether Mr Mineev accepted service of the Disclosure Order by email. Mr Mineev said on 31 October 2024 that he did not have a forwarding address, that he had recently left Serbia for Bosnia, but that he intended to return to the UK once financially stable. He stated: "*Yes I accept service via email and will continue to accept service via email"*. On 6 November 2024, Withers replied to provide a copy of the Disclosure Order by way of service. Withers asked, specifically, whether Mr Mineev agreed to service to his Gmail address, whether there were any limitations for service by email (such as format of documents or size of attachments), and whether Mr Mineev agreed to dispense with personal service of the Disclosure Order.

14. On 7 November 2024, Mr Mineev emailed Withers saying:-

> "Dear Withers LLP,
>
> Thank you for your email.
>
> Regarding the points you raised:
>
> 1. 1. Agreement to Service by Email:
>
> o * I confirm that the email address **[*redacted*]** is the correct address for service of documents. Please use this email for all future correspondence unless otherwise notified.
>
> o * I do not have any limitations regarding the format of documents or the maximum size of attachments at this time. However, should there be any issues with file size, I will notify you promptly.
>
> 2. 2. Personal Service:
>
> o * In response to your request, I confirm that I do not have a physical address available for service at this time. Therefore, I agree to dispense with personal service for the purposes of this Order.
>
> While I understand that the deadline for disclosure is 4pm, 7 November 2024, I regret to inform you that I am currently unable to provide the requested information by this date. I am in the process of seeking legal advice regarding the disclosure and the best course of action in relation to the matters raised in the Order.
>
> Given the complexity of the information requested and the potential legal implications, I would like to formally request an extension of time to allow for proper legal guidance and ensure that I can comply with the Order in full.
>
> I would appreciate it if you could confirm whether an extension is possible.
>
> Thank you for your understanding, and I look forward to your response.
>
> Yours faithfully,
>
> Mr Mineev"

15. By a letter dated 11 November 2024, Withers agreed to an extension of time of two weeks to 22 November 2024 (noting that the Disclosure Order concerned information that should have been disclosed pursuant to the Part 71 Order a year previously.)

16. However, the evidence indicates that, following service on him of the Disclosure Order, Mr Mineev did not provide any of the affidavit evidence and documentation which it required.

17. On 21 January 2025, Withers wrote to Mr Mineev to communicate that it appeared that, at the time of the Part 71 Hearing, Mr Mineev owed money to Mr Zvarych and Ms Koshchiy, and stated that the Claimant intended to issue a contempt application.

18. On 7 March 2025 Baker J granted the Claimant permission to dispense with personal service of the Contempt application, which was then issued on 12 March 2025 and served on Mr Mineev by email. It was supported by the 3rd affidavit of Tatiana Menshenina, a partner of Withers LLP. The contempt application, which was made on court form N600, set out the Defendant's rights, including the right to be legally represented in the contempt proceedings, the right to a reasonably opportunity to obtain legal representation and to apply for legal aid, and the right to remain silent. Withers, in letters of 7 April and 24 June 2025, reminded Mr Mineev of his rights as regards legal representation and to apply for legal aid.

19. The hearing was originally listed for 8 October 2025, in discussion with both parties. Mr Mineev served a witness statement dated 2 October 2025 in response to the contempt application. However, the court was in the end unable to accommodate the hearing, which was relisted for 26 November 2025.

20. At 16.04 on 25 November 2025, the day before the hearing, Mr Mineev sent a message to my clerk, copied to Fladgate, attaching a 2nd witness statement dated 25 November 2025 with several exhibits. His email continued:-

> "I respectfully confirm that, for the reasons already provided to the Court, I am unable to attend the hearing in person due to genuine and evidenced concerns for my and my children's safety. I therefore renew my request to attend the hearing remotely (by Zoom, Microsoft Teams, or any platform the Court considers appropriate). I remain fully committed to participating in the hearing and assisting the Court.
>
> As set out in my updated statement, I accept responsibility for my past procedural shortcomings and apologise to the Court for any issues caused. I am now in a position to cooperate fully and intend to comply with all further directions the Court may make.
>
> I would be grateful if you could kindly confirm receipt of the attached materials and confirm that remote attendance will be permitted."

21. The reference to reasons already provided to the court appears to have been to a paragraph in his 1st witness statement, in which he had expressed concern about the safety of his two children, and *"[b]ecause of the harassment and doxxing campaign, disclosing my address would endanger us. For this reason I have not travelled to the UK. I am willing to provide my address confidentiality to the Corut but not for wider circulation."*

22. After reviewing the papers, I sent a message to the parties later on 25 November 2025, stating (in material part):-

> "The Claimant's skeleton argument dated 1 October 2025, served in advance of the original date for tomorrow's hearing, set out reasons why Mr Mineev should not be permitted to appear at the hearing remotely. These reasons included (in addition to the lack of evidence in support of Mr Mineev's alleged concern about personal safety) the point made at § 45.3 that Mr Mineev had not made clear from where he would be giving evidence remotely or established that it would be lawful for him to do so. That point was highlighted to him in paragraph 3 of Fladgate's letter of 21 October 2025 (Supplementary Bundle p16). Despite that, Mr Mineev has, in his evidence provided this afternoon, not provided that information.
>
> In those circumstances, I am unable to grant permission for Mr Mineev to appear at tomorrow's hearing remotely."

Paragraph 45.3 of the Claimant's skeleton argument (dated 1 October 2025), referred to in the above message, pointed out that if Mr Mineev was in Serbia, then the relevant guidance the relevant guidance from the Foreign, Commonwealth & Development Office was that permission would be required for Mr Mineev to give evidence remotely. The relevant part of the guidance states:-

> "Individuals in Serbia who want to give evidence in Serbia by video link in UK civil, commercial and administrative tribunals must request permission on an individual basis. Contact the relevant tribunal for information."

23. On the morning of the hearing, Mr Mineev sent a further email which, in addition to repeating the reasons why he considered that he could not safely attend the hearing in person, said:-

> **"1. Location from which I will give evidence**
>
> I confirm that I am currently located in Belgrade, Serbia, and it is from my residence in Belgrade that I intend to give evidence. I have a stable internet connection, a private room, and the necessary equipment to participate in the hearing without interruption.
>
> **2. Legality of giving evidence from Serbia**
>
> I confirm that there is no restriction under Serbian law preventing me from giving evidence remotely to a foreign court. I am not subject to any prohibitions or limitations that would prevent my full participation via video link. I am willing to provide any additional confirmations the Court may require."

24. The hearing on 26 November 2025 commenced with Mr Mineev joining by video link. I gave permission for Mr Mineev to appear remotely, in the first instance, for the purpose of making submissions on the topic of remote attendance. Mr Mineev did not dispute the need for permission in order to give evidence remotely from Serbia. After hearing submissions from both parties, I gave a reasoned oral ruling (which I do not attempt to reproduce here) concluding that (a) Mr Mineev had not established that his or his family's personal safety would be put at risk by his attending the hearing in person, (b) it was not appropriate to hear evidence from Mr Mineev remotely from Serbia in circumstances where no permission had been obtained from the relevant authority in Serbia, but (c) (essentially on pragmatic grounds) I was willing to allow Mr Mineev to continue to participate in the hearing for the purpose of making submissions.

25. I made clear to Mr Mineev, during the course of the hearing, that in the light of his right to silence he had a free choice as to whether or not to rely on his witness statements. In the event he did make reference to them. However, I have reached the conclusions I set out below (a) without reliance on such parts of Mr Mineev's witness statements as might be construed as admissions, but (b) taking his explanations into account insofar as they might support his defence to the contempt application. I also heard brief oral evidence from Ms Menshenina, who was sworn as a witness and confirmed the accuracy of her witness statements. Mr Mineev did not have any questions for her.

26. The Contempt application included an application for permission to dispense with personal service, in case required. The Court of Appeal in *Business Mortgage Finance 4 plc v Hussain* [2023] 1 WLR 396 at [53]-[83] confirmed that (a) the court has power to dispense with personal service retrospectively (citing with approval the detailed historical survey set out in *MBR Acres Ltd v Maher* [2022] EWHC 1123 at [67]-[97]), and (b) the key question is whether the court is satisfied, to the criminal standard, that the respondent had actual knowledge of the material terms of the order said to have been breached. CPR 81.4(2) provides that one of the statements that a contempt application must include is *"confirmation that any such order was personally served, and the date it was served, unless the court or the parties dispensed with personal service"* (my emphasis). Thus the rule clearly envisages that the parties can dispense with personal service; and here, as noted above, the parties did agree to dispense with personal service of the Disclosure Order. However, in case the assumption that it is open to the parties to do so is incorrect, at the hearing on 26 November 2025 I made a direction retrospectively dispensing with service of the Disclosure Order, on the basis that I was sure that Mr Mineev knew of its terms (see, in particular, his communication of 7 November 2024 quoted above).

(C) PRINCIPLES

(1) General principles

27. Note 81CC.1 to the White Book 2025 explains the background and general principles of the law of contempt:-

> "The law relating to liability for contempt of court springs from the inherent jurisdiction of the superior courts. It is derived from a mass of common law cases (never wholly consistent at any given time) overlaid with some statutory provisions of a

> remedial (and in some respects, uncertain) kind having limited effect. …
>
> The courts have power to commit to prison a person found liable for contempt of court. That power is a common law power which has never fully been regulated by statute or rules of court (*Griffin v Griffin* [2000] 2 F.L.R. 44, CA, at 48 per Hale LJ). …"

28. The purpose of the court's power to hold persons in contempt was explained by Salmon LJ in *Morris v Crown Office* [1970] 2 QB 114, 129:-

> "The sole purpose of proceedings for contempt is to give our courts the power effectively to protect the rights of the public by ensuring that the administration of justice shall not be obstructed or prevented*: Skipworth's Case*, L.R. 9 Q.B. 230 and *Rex v Davies* [1906] 1 KB 32."

29. Jackson LJ in *JSC BTA Bank v Solodchenko (No 2*) [2012] 1 WLR 350 said:-

> "[45] … The sentence for such contempt performs a number of functions. First, it upholds the authority of the court by punishing the contemnor and deterring others. Such punishment has nothing to do with the dignity of the court and everything to do with the public interest that court orders should be obeyed. Secondly, in some instances, it provides an incentive for belated compliance, because the contemnor may seek a reduction or discharge of sentence if he subsequently purges his contempt by complying with the court order in question".

30. Rix LJ in *JSC BTA Bank v Ablyazov* [2012] EWCA Civ 1411 stated:-

> "[188] The authorities demonstrate that it is vital for the court, in the interests of justice, to have effective powers, and effective sanctions. Without these, it would be possible for a defendant (or, in a different situation, a claimant) to flout the orders of the court, which are the court's considered means by which to keep the scales of justice for the parties even. If once it became known that the court was unable or unwilling to maintain the effectiveness of its orders, then it would lose all control over litigation of this kind, with terrible consequences for the administration of justice".

(2) Contempt of court: breach of an order

31. In *Masri v Consolidated Contractors Intl Co SAL* [2011] EWHC 1024 (Comm) ("*Masri*") Christopher Clark J stated, in relation to the alleged breach of a court order with a penal notice:-

> "[150] In order to establish that someone is in contempt it is necessary to show that (i) that he knew of the terms of the order; (ii) that he acted (or failed to act) in a manner which involved a

> breach of the order; and (iii) that he knew of the facts which made his conduct a breach: *Marketmaker Technology (Beijing) Co Ltd v Obair Group International Corporation & Ors* [2009] EWHC 1445 (QB)."

32. As to element (i), Warby LJ in *Cuciurean v Secretary of State for Transport* [2021] EWCA Civ 357 at [54]-[62] explained that the test is one of "*notice*" and not "*actual knowledge*", although lack of actual knowledge may go to sanction.

33. As to (ii), whether there is an actual breach of the order is simply a question of the construction of the order in question, as to which the court will give the words of the order their natural and ordinary meaning in context having regard to the object of the order, albeit the terms are to be restrictively construed in light of the penal consequences of breach (*JSC BTA Bank v Ablyazov (No. 10)* [2015] UKSC 64 at [16]-[26]).

34. As to element (iii), the act constituting the breach must be deliberate rather than merely inadvertent, but an intention to commit a breach is not necessary, though the existence of such an intention is relevant to penalty (*Cuciurean* at [54]-[62]).

35. Accordingly, there is no need to show that the respondent *realised* that his conduct would constitute a breach of the order, or even that he had read the order (see *Reynolds v McDermott* [2014] IEHC 219, following *Re Witten* (1887) 4 T.L.R. 36). Nor will it avail a respondent that he believed for some reason that he had the right to do the relevant act (see *Khawaja v Popat* [2016] EWCA Civ 362 at [32] (summarising various previous authorities)). As Christopher Clarke J said in *Masri* at [155]:-

> "In my judgment the power of the court to ensure obedience to its orders for the benefit of those in whose favour they are made would be inappropriately curtailed if, in addition to having to show that a defendant had breached the order, it was also necessary to establish, and to the criminal standard, that he had done so in the belief that what he did was a breach of the order – particularly when a belief that it was not a breach may have rested on the slenderest of foundations or on convenient advice which was plainly wrong".

36. The general requirement, if a finding of contempt is to be made, is for the order breached to have had a penal notice prominently displayed on its front, though the court has a discretion to waive that requirement (*Nicholls v Nicholls* [1997] 1 WLR 314, 326).

(3) Contempt of court: lying on oath or under affirmation

37. In *AXA Insurance UK Plc v Rossiter* [2013] EWHC 3805 (QB), Stewart J explained that the test for contempt of court by lying under affirmation is as follows:

> "It is common ground that for the Claimants to establish each contempt alleged they must prove beyond reasonable doubt in respect of each statement:
>
> (a) The falsity of the statement in question

> (b) That the statement has, or if persisted in would be likely to have, interfered with the course of justice in some material respects;
>
> (c) That at the time it was made, the maker of the statement had no honest belief in the truth of the statement and knew of its likelihood to interfere with the course of justice."

38. *Hutchcroft v Barrett* [2024] EWHC 2168 (KB) is an example of a finding of contempt by giving deliberately false evidence on oath at a CPR Part 71 hearing.

39. As to the three elements.

    i) The falsity of the statement is a matter of fact to be determined by the court.

    ii) David Richards J in *Daltel Europe Ltd v Makki* [2005] EWHC 749 (Ch) recognised that if a statements is deliberately false, it is obviously likely to interfere with the course of justice:-

> "… because a contempt falling within Part 32.14 is an example of the broad contempt comprising an interference or attempted interference with the administration of justice, Sir Richard Scott V-C in *Malgar Ltd v R. E. Leach (Engineering) Ltd* considered that it must also be shown that the respondent knew that the false statement was likely to interfere with the course of justice. There was no separate argument before me on this requirement. If the relevant statements were deliberately false, it was obvious that they were likely to interfere with the course of justice. This would have been obvious to Mr Makki, and Mr Page did not submit otherwise. If the statements were deliberately untrue, it would be fair to say that their purpose was to interfere with the course of justice." [81]

    It is not necessary to show actual interference (*Liverpool Victoria Insurance Co Ltd v Yavuz* [2017] EWHC 3088 (QB) at [16].

    iii) It can be a contempt of court to make a false statement recklessly, i.e. saying something which it can be proved beyond reasonable doubt that he or she consciously had no idea whether it was right or wrong (*Berry Piling Systems Ltd v Sheer Projects Ltd* [2013] EWHC 347 (TCC) at [28]. This is not the same as carelessness, as Whipple J stated *Newson-Smith v Al Zawawi* [2017] EWHC 1876 (QB):-

> "There must be a subjective element – that is, a conscious engagement with the issue which is the subject of the statement – before it can be said that the statement, if it turns out to be untrue, was made recklessly and thus without an honest belief in its truth. Anything less than conscious engagement is likely to amount to mere carelessness." [12]

(4) Burden and standard of proof

40. Any breach alleged to constitute contempt must be proven, by the applicant, to the criminal standard: see *Re Bramblevale Ltd* [1970] Ch. 128. Allegations must therefore be proven beyond reasonable doubt, reflected nowadays in the direction given to juries in criminal cases that they must be *"sure"* of the defendant's guilt.

41. It is a matter of interpretation of the order in question as to how far the respondent must go to achieve compliance. In certain instances, an order will impose strict liability. In *Sandhu v Kaur* [2012] EWHC 2679 (Ch), the first limb of an undertaking was prefaced with the words that the respondent would "*use reasonable endeavours"* but the second limb was not (see [17]). It was held that the second limb, requiring the defendant to make available certain documents for inspection, was a strict obligation (see [53]-[54]).

42. If the order does not impose strict responsibility, the applicant must prove, to the criminal standard, that the defendant had the ability to comply and merely chose not to: see *Buckinghamshire CC v Anglo Irish Plant Hire Ltd* [2011] EWHC 3686 (QB).

43. Acts which are "*casual or accidental or unintentional"* will not give rise to liability in contempt (*Stancomb v Trowbridge UDC* [1910] 2 Ch. 190, 194). Where inaccurate information has been given in purported compliance with an order, it may nonetheless not amount to a contempt if the respondent has taken reasonable steps and acted honestly. Thus in *Bird v Hadkinson* [2000] CP Rep. 21, the order required the respondent to provide information in relation to certain funds. Neuberger J said, in respect of an inaccurate answer:-

> "If the inaccurate answer is given in good faith, and if the inaccurate answer is given after investigating the matter in a way which is reasonable in all the circumstances, then either the contempt would be of a most technical nature, or if everything reasonable was indeed done, there may be no contempt. It may very well be that, although the order strictly requires an accurate answer, the court would regard a person who takes all reasonable steps to obtain the information and gives an honest, but inaccurate, answer, as having complied with his obligation: he has done all that could reasonably be expected of him. But if the respondent has not taken reasonable steps to investigate the truth or otherwise of the answer he gives, then I consider that there is a contempt if the answer is not accurate."

In *Masri*, Christopher Clarke J cited *Bird* at stated:-

> "[…] if someone has acted honestly and taken all reasonable steps it may be legitimate to regard the inaccuracy of the information as accidental and unintentional". [156]

(5) Evidence

44. The court may give such directions as it thinks fit for the hearing and determination of contempt proceedings (CPR r.81.7(1)), which will generally include directions for the service of evidence in response to a contempt application and for evidence in reply.

45. The respondent to a contempt application is entitled to remain silent and is not a compellable witness: see *Re L (A Child)* [2016] EWCA Civ 173, [2017] 1 FLR 1135 at [31]-[32] where the court referred to: "*the absolute right of a person accused of contempt to remain silent, which carries with it the absolute right not to go into the witness box*".

46. In *Re B (Contempt of Court: Affidavit Evidence)* [1996] 1 W.L.R. 627, 638E-G it was held that "*the applicant can make no use of the respondent's evidence until it is deployed by the respondent, either by reading it or relying upon it*". If the respondent has merely obeyed a direction for service of such evidence in advance of the hearing, that does not amount to the evidence being deployed. Where the respondent has gone further, for example by inviting the judge to read the evidence or otherwise relying on it, then the applicant too is entitled to rely on its contents (*Templeton Insurance Ltd v Motorcare Warranties Ltd* [2012] EWHC 795 (Comm) at (second) [24]; see also the summary of principles in *Deutsche Bank AG v Sebastian Holdings Inc* [2020] EWHC 3536 (Comm) at [53]).

(D) ALLEGED CONTEMPTS: BREACHES OF THE DISCLOSURE ORDER

47. The Contempt application alleges that Mr Mineev has failed to comply with § 1 of the Disclosure Order (the details of which it sets out) by failing to provide the affidavit required by that paragraph. It further alleges that:-

> "The Defendant has not provided any reason for his failure to meet the (extended) 22 November 2024 deadline. At no point has the Defendant suggested it is beyond his ability to provide such information, nor has he expressly indicated that he is refusing to provide it on the basis of self-incrimination provided for by paragraph 2 of the disclosure Order. In the circumstances, it is clear that the Defendant has made a deliberate choice not to provide the affidavit to the Claimant's solicitors."

48. The Contempt application also alleges that Mr Mineev has failed to comply with §§ 3 and 4 of the Disclosure Order (the details of which it sets out) by failing to provide any of the copy documents required by those paragraphs.

49. Under the heading "*Particulars of knowledge*", the Contempt application alleges:-

> "14. In relation to both allegations set out above or any of them:
>
> (a) The Defendant knew of the existence and terms of the Disclosure Order.
>
> (b) The Defendant has failed to do an act required by the Disclosure Order within the time set by the Disclosure Order.
>
> (c) The Defendant new of all of the facts which made his conduct a breach of the Disclosure Order.

> (d) The Defendant's failure to provide any documents as required by the Disclosure Order was deliberate and not inadvertent."

50. I am sure, first, that Mr Mineev knew the terms of §§ 1, 3 and 4 of the Disclosure Order. That is clear from his email of 7 November 2024, which included these paragraphs:-

> "While I understand that the deadline for disclosure is 4pm, 7 November 2024, I regret to inform you that I am currently unable to provide the requested information by this date. I am in the process of seeking legal advice regarding the disclosure and the best course of action in relation to the matters raised in the Order.
>
> Given the complexity of the information requested and the potential legal implications, I would like to formally request an extension of time to allow for proper legal guidance and ensure that I can comply with the Order in full." (my emphasis)

He was fully aware of the extent of the information sought by §§ 1, 3 and 4.

51. Secondly, I am sure that Mr Mineev acted (or failed to act) in breach of the terms of the Disclosure Order. He failed to provide any affidavit or any copy documentation at all. It is true that § 1 of the Disclosure Order is qualified by the words *"to the best of his ability"*, and § 3 by the words *"in his possession or control"*. However:-

i) § 1 of the Disclosure Order included at least some information which Mr Mineev could have been unable to provide (in whole or in part) in an affidavit, for instance § 1(i) (details of any property or assets held by Mr Mineev in the UK or worldwide exceeding £2,000 in value whether in his own name or not and whether solely or jointly owned, giving the value, location and details of all such assets), § 1(l) (Mr Mineev's typical household monthly incomings and outgoings) and § 1(m) (Mr Mineev's personal and business trips taken in the 24 months preceding the date of this Order (whether alone or with other persons), including dates, destinations, costs incurred (including itemised travel costs, hotel costs and meal costs), and which accounts/cards were used to pay for those costs).

ii) Even in the unlikely event Mr Mineev was unable to provide any of the copy documentation referred to in § 3 of the Disclosure Order, § 1(o) required him to explain this:-

> "o. If the Defendant asserts that he cannot provide any of the documents in paragraph 3 below by reason of them not being in his possession or control and/or because they do not exist, the reasons for this assertion and the steps the Defendant has taken to try and obtain the documents."

and there could be no reason why Mr Mineev could have been unable to provide that information in an affidavit.

iii) Mr Mineev has never suggested that he was wholly unable to provide any of the information and documentation required by §§ 1, 3 and 4 of the Disclosure Order. Nor has he ever suggested that he was excused from doing so by § 2 of the order, relating to self-incrimination.

52. Thirdly, I am sure that Mr Mineev knew of the facts which made his conduct a breach. He knew that he had produced no affidavit and no copy documentation in response to the Disclosure Order. In his 2nd witness statement, Mr Mineev said:-

> **"F. DISCLOSURE DIFFICULTIES**
>
> 19. My ability to comply fully with the disclosure order has been affected by:
>
> - Closure of multiple bank accounts (Barclays, Revolut, Santander).
> - Loss of access to historic banking data.
> - Periods of severe financial and psychological distress.
> - Lack of legal representation.
>
> These are explanations, not excuses. I remain willing to provide any further documentation I am able to retrieve."

and:-

> **"Disclosure and Practical Difficulties**
>
> 13. The Affidavit focuses on my failures to provide documents in the time and form ordered. I accept that I have not complied perfectly. However, the context is crucial:
>
> (a) Multiple UK bank accounts (Barclays, Revolut, Santander) were **closed** in the wake of sanctions and de-risking policies;
>
> (b) I lost access to historic statements and had to reconstruct information from partial records and third-party platforms (Wise, PayPal etc.);
>
> (c) I experienced a period of severe psychological distress, including suicidal thoughts (as disclosed to Withers in October 2024);
>
> (d) Throughout, I have had **no legal representation** due to lack of funds.
>
> 14. These factors do not excuse non-compliance, but they do explain why compliance has been slow, confused and incomplete. I am now in a more stable position and willing to

> give any further disclosure the Court directs, including under a **confidentiality ring**, so my personal data is not used to fuel harassment or public campaigns." (emphasis in original)

53. However, a period or periods (of unspecified duration) of psychological distress cannot account for Mr Mineev's failure to comply at all with the Disclosure Order for the period of an entire year from November 2024 (the extended deadline for compliance) to the date of the hearing before me, nor even for the five-month period from that deadline to the date of issue of the Contempt application. Nor can any absence of legal representation, in circumstances where (a) Mr Mineev was repeatedly reminded of the possibility of applying for legal aid and (b) the Disclosure Order could realistically be complied with without the benefit of legal representation. Further, the problem is not a failure to comply *"fully"* or *"perfectly"* with the Disclosure Order, or *"slow, confused and incomplete"* compliance, but a complete absence of compliance.

54. Accordingly, having carefully considered the evidence and submissions made, I am sure that Mr Mineev was and is in contempt of court in relation to §§ 1, 3 and 4 of the Disclosure Order.

(E) ALLEGED CONTEMPT: LYING UNDER AFFIRMATION AT PART 71 HEARING

55. The Committal application sets out this allegation as follows:-

> "Allegation
>
> 16. The Defendant made a false statement under affirmation at the Part 71 Hearing on 22 November 2023 when he said that he did not have any other debts that he was aware of other than a County Court Judgment from Westminster University.
>
> Particulars
>
> 17. The Defendant entered into a loan agreement dated 22 November 2022 with another individual named Anton Zvarych for a loan of £50,000 with a repayment date of 23 November 2023. According to bank statements provided by the Defendant following the Part 71 Hearing, Mr Zvarych transferred payments to the Defendant totalling £50,000 by 28 November 2022. The loan remained partially outstanding at the date of the Part 71 Hearing, according to contemporaneous correspondence between the Defendant and Mr Zvarych..
>
> 18. The Defendant entered into a loan agreement dated 31 October 2023 with an individual named Ms Anastasia Koshchiy which detailed that Ms Koshchiy would loan the Defendant £50,000, and which would be repaid by 30 April 2024. According to bank statements provided by the Defendant following the Part 71 Hearing, Ms Koshchiy transferred payments to the Defendant totalling £50,000 by 3 November 2023. The loan remained partially outstanding at the date of the

Part 71 Hearing according to contemporaneous correspondence between the Defendant and Ms Koshchiy.

19. On 22 November 2023 at the Part 71 Hearing the Defendant was asked various questions, one of which was whether he had any student loan repayments. The Defendant referenced unpaid tuition fees owed to the University of Westminster for a master's degree, which the Defendant had not paid in full and which were the subject of a County Court Judgment. He was then asked: "Apart from the debt you mentioned, do you have any other debts, other in [sic] accordance with the court judgments/orders or just by way of demand of different other creditors?".

20. The Defendant answered "No. That I am aware of. So I am aware of CCJ of Westminster University. That is it." [TM3/xx ref transcript].

21. This statement was knowingly false in the circumstances where the Defendant was a party to at least two loan agreements in existence at the time of the Part 71 Hearing, and the loans had not been fully repaid. He was therefore indebted to Ms Koshchiy and Mr Zvarych, but did not disclose these debts at the Part 71 Hearing.

22. On 11 June 2024, solicitors for the Claimant asked the Defendant to confirm what transactions referencing loans within his bank statements disclosed following the Part 71 Hearing related to, given his statement at the Part 71 Hearing that he was not aware of any other debts. Though the Defendant confirmed receipt of the letter, the transactions were not explained. The Defendant has therefore failed to provide any justification of his statement in the Part 71 Hearing to the Claimant.

Particulars of knowledge

23. In relation to the allegation set out above:

a. The Defendant gave an affirmation as to the truthfulness of his evidence in a judicial proceeding.

b. The Defendant's statement at the Part 71 Hearing was false.

c. The Defendant must have known that his statement was false and that he made it without any reasonable belief in its truth.

d. The statement by the Defendant was objectively material.

e. In making the false statement, the Defendant must have known that it was likely to interfere with the course of justice."

56. The Claimant in its evidence and submissions relied on the following matters as indicating that the Koshchiy and Zvarych loans must have been present in Mr Mineev's mind at the time of the Part 71 Hearing.

57. As to Ms Koshchiy:-

i) Mr Mineev sent to Ms Koshchiy (by WhatsApp) the loan agreement for £50,000 on 31st October 2023.

ii) Mr Mineev received £50,000 from Ms Koshchiy between 31st October and 3rd November 2023 (i.e. a matter of weeks before the Part 71 Hearing).

iii) Mr Mineev and Ms Koshchiy exchanged numerous WhatsApp messages in the period 31st October 2023 – 21st November 2023, and indeed on 21st November 2023 (one day before the Part 71 Hearing) Mr Mineev messaged Ms Koshchiy to propose a repayment deal.

58. As to Mr Zvarych:-

i) The loan agreement had a repayment date of 23 November 2023, i.e. the repayment date was the day after the Part 71 Hearing.

ii) Mr Mineev and Mr Zvarych exchanged WhatsApp messages in the period leading up to the Part 71 Hearing.

iii) In particular, on 24th October 2023, Mr Mineev confirmed that he had "*a plan to settle the contract by 23 November*" and asked for a confirmation of the total amount. Mr Zvarych confirmed the outstanding amount was £26,000 without interest.

iv) On 20th November 2023, two days before the Part 71 Hearing, Mr Mineev messaged to say: "*I want to pay something and extend the debt for a month*". The following messages were then exchanged:

> "[20/11/2023, 12:33:01] Anton: Hi.
>
> [20/11/2023, 12:33:13] Anton: Unfortunately, I can't extend it.
>
> [20/11/2023, 12:33:33:33] Anton: So I expect to be paid on the 23rd
>
> [20/11/2023, 12:34:05] Anton: You really screwed me over initially promising it would be for 2 months. It's been a year
>
> [20/11/2023, 12:35:06] Anton: If there is no payment on the 23rd, I will start the legal process up to declaring you bankrupt so that you cannot hold any directorships or work in finance.
>
> [20/11/2023, 12:37:38] Igor Mineev New: It's not like I'm planning to not return the money, rather I'm going to pay in full by 23 December

> [20/11/2023, 12:37:54] Igor Mineev New: I want to make some kind of payment plan for the month
>
> [20/11/2023, 12:38:10] Igor Mineev New: I propose to split the debt into 4 parts
>
> [20/11/2023, 12:38:21] Anton: You do not stick to the agreements. There will be no instalments"."

59. In his first witness statement, dated 2 October 2025, Mr Mineev said:-

> "22. … At the hearing on 22 November 2023, when asked whether I had "*other loans or liabilities*," I understood this to mean defaulted loans. At that time I mentioned only the Grainful loan, as it was then the only loan in default.
>
> 23. In reality, I had other personal loans, some active and some now in default. I regret not making this clear. My omission was a misunderstanding, not an attempt to mislead. I apologise to the Court."

60. Similarly, in his 2nd witness statement, Mr Mineev said:-

> "15. I understand that the Claimant alleges I gave a false answer when asked whether I had "other loans".
>
> 16. My answer reflected **my understanding** of the question at the time — namely, that I was being asked whether I had other **defaulted** loans or loans subject to litigation or enforcement. At that time, **only the Grainful loan was in default.**
>
> 17. The other personal loans were being actively serviced, with regular communication and acknowledged instalments. I did not consider them "*other liabilities*" of the type the judge was referring to.
>
> 18. I now recognise that this understanding was incorrect. I apologise to the Court for the misunderstanding and any lack of clarity.
> **My error was not deliberate.**" (emphasis in original)

and:-

> "9. The Affidavit [on behalf of the Claimant] treats my answer about "other loans" at the Part 71 hearing as deliberate dishonesty. I repeat what I have now said clearly: **my answer reflected a misunderstanding**, not an attempt to mislead.
>
> 10. I am not a native English speaker. The hearing was remote. I was extremely nervous; it was my first High Court experience as a defendant. When I was asked about "other loans or liabilities", my understanding at that time was that the Court was asking

> about **defaulted loans or loans which were the subject of contentious proceedings**.
>
> 11. At that time, the only loan in default and subject to active enforcement was the Grainful loan. Other loans (in particular with Anton and Anastasia) were, to my mind, still being serviced or negotiated and not in formal default in the same way.
>
> 12. With hindsight, I accept that this was the wrong way to understand the question. I apologise to the Court for not expressing the full position. But the leap from misunderstanding to **deliberate perjury** is, in my respectful submission, not justified on the evidence. I had no rational motive to conceal the very existence of loans where the lenders themselves were already in written contact with me and, in some cases, with each other." (emphasis in original)

61. According to the transcript, the relevant question and answer, and the immediately preceding exchanges, were as follows:-

> "A. I do not know. £500, £1,000 per year. I do not know. Between £500 to £1,000 per year.
>
> Q. You do not have any student loan repayments, do you not?
>
> A. Personally, I do have CCJ it is called, right, for University of Westminster. But it is a long time ago. So it was my master's degree, which I have not paid in full.
>
> Q. How much is the debt outstanding there?
>
> A. It is not a student loan. It is unpaid tuition fees.
>
> Q. When it is due and how much is outstanding?
>
> A. It is £10,000, but I mean the sum outstanding is around £6,000 and they are calculating, I do not know, a percentage on top or recovery fees, et cetera, et cetera. It is county court CCJ against me on this amount.
>
> Q. I do not quite understand. So it is your tuition fee for the master's degree for which you borrowed and there is a court order against you.
>
> A. No, no, no. Yes. So I had a master's degree. It was 2013 roughly. I cannot remember. It was unpaid tuition fees. So I was not able to pay my tuition fees. So I have not borrowed anything. So I did pay for my tuition fees. That is why it is a debt which I have to pay.
>
> Q. You say it is £10,000 including interest.

A. Yes.

Q. This debt, they are enforcing via some proceedings or …?

A. There is a CCJ it is called. It is a county court judgment that I have to pay that amount. There are collectors, I believe, who -- I have received a letter two or three days ago.

Q. We would ask you to also produce this document which would tell us more about this debt.

A. Sure.

Q. How much you pay for your mobile phone?

A. I do not know. £60 roughly.

Q. Can you also produce total expense schedule when you prepare the documents for us? So your total outgoings monthly, please.

A. Okay.

Q. In relation to your rent, do you pay it regularly or there is some rent outstanding?

A. There is an outstanding amount for the last month, which I have promised to pay in the next two days. So one outstanding month. But it is not crucial. I am up to date with the rent and the last payment is outstanding.

Q. How much is the last payment outstanding?

A. £2,700.

Q. £2,700. Do you have any other arears, such as maybe council tax or water or gas/electricity?

A. Gas and water, I have to pay. So the bill has been produced but I have not paid for it. Council tax, I am paying monthly payments. I have got a payment plan with them.

Q. It is like a direct debit or something like that?

A. Yes.

Q. Electricity/gas, you also pay by direct debit or …?

A. No. When I receive an invoice, I am paying.

Q. Apart from the debt you mentioned, do you have any other debts, other in accordance with the court judgments/orders or just by way of demand of different other creditors?

> A. No. That I am aware of. So I am aware of CCJ of Westminster University. That is it."

62. The exchanges leading up to the final question and answer focussed to a significant degree on overdue debts, including the discussion of the unpaid University of Westminster tuition fees in respect of which a County Court judgment had been entered against Mr Mineev, some overdue rent, and the question *"Do you have any other arrears, such as maybe council tax or water or gas/electricity?"* (my emphasis).

63. Then, after a follow-up question about utility bills, Mr Mineev was apparently asked whether, apart from the debt he had mentioned – i.e. the University of Westminster one, which was of course in arrears – Mr Mineev had *"any other debts, other in accordance with the court judgments/orders or just by way of demand of different other creditors".* The Claimant suggests that the question must in fact have been whether Mr Mineev had any other debts "*other than in accordance with the court judgments/orders or just by way of demand of different other creditors"*, which would have marked a switch of attention from debts in arrears to all debts. However, I cannot be sure that the question did include the word *"than"* in that way, or that (if so) it was audible, and I note that Mr Mineev attended the Part 71 Hearing remotely. If not, then the question was confusingly worded. Even if the word "*than*" was used, the question still followed questioning about debts in arrears, and still might not have been fully grasped by a non native English speaker. (A simpler question might have been along the lines of *"Do you have any other debts at all?"*)

64. In these circumstances, I cannot be sure that Mr Mineev would have understood the question as relating to debts which were not in arrears, nor that he would have regarded the Koshchiy and Zvarych debts as being in arrears (although it seemed highly probably that the Zvarych debt would be by the end of the following day). Although I have some doubt about whether Mr Mineev gave a fair answer to the question, I am not sure (i) that his answer was false, nor (ii) that he had no honest belief in the truth of his answer.

65. Accordingly, I do not find Mr Mineev to have been in contempt of court by reason of this answer given at the Part 71 Hearing.

(F) CONCLUSION

66. For the reasons set out above, I conclude that:-

    i) Mr Mineev was and is in contempt of court in relation to §§ 1, 3 and 4 of the Disclosure Order; and

    ii) Mr Mineev was not in contempt of court by reason of his answer given at the Part 71 Hearing.

67. I shall hear submissions about, and any further evidence relevant to, the question of what (if any) sanction(s) should be imposed.