Neutral Citation Number: [2026] EWHC 1735 (Ch)

Case No: BL-2025-001181

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
BUSINESS LIST (ChD)

Royal Courts of Justice,
London, EC4A 1NL

Date: 9 July 2026

Before :

THE HON MR JUSTICE MELLOR

- -

Between :

DBLP SEA COW LIMITED.	**Claimant**
- and -	
LARS STEFFENSEN	**Defendant**

- -
- -

David Reade KC and **Alexander Halban** (instructed by **Winston Taylor International LLP**) for the **Claimant**
The Defendant was neither present nor represented

Hearing date: 8 July 2026

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Approved Judgment

This judgment was handed down remotely at 10.30am on 9 July 2026 by circulation to the parties or their representatives by e-mail and by release to the National Archives.

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THE HON MR JUSTICE MELLOR

Mr Justice Mellor :

Introduction

1. The Claimant, DBLP Sea Cow Limited ('DBLP'), applies to commit the Defendant Mr Lars Steffensen for contempt for failing to comply with four Orders made in these proceedings. There is no dispute on the relevant facts.

2. This application follows judgment in the action given by Mr Rainey KC (sitting as a Deputy Judge) [2026] EWHC 281 (Ch). It suffices to summarise his judgment as follows:

   i) DBLP is owned by Daniel Wagner, founder of Rezolve AI plc ('**Rezolve**'), an English AI company listed on the NASDAQ exchange: Judgment §4.

   ii) DBLP transferred 2.5 million Rezolve shares (the '**Shares**') to Mr Steffensen under a share purchase agreement dated 16 May 2025 (the '**SPA**'). By the SPA Mr Steffensen held the Shares on trust for DBLP pending payment of sums due under the SPA: SPA clause 1.2, 2.1; Judgment §52.

   iii) Mr Steffensen failed to pay those sums and so he was obliged to return the Shares to DBLP: SPA clause 2.1, Judgment §§55-56.

   iv) Mr Steffensen sold all the Shares between May and September 2025, in breach of trust: Judgment §§70-71.

   v) Mr Steffensen falsely relied on a sham version of the SPA (backdated to bear the date 22 May 2025) to show his broker and enable him to sell the Shares. The court found that that document was a sham and did not bind the parties: Judgment §§75-84.

The Orders in question

3. Four Orders were made against the Defendant requiring him to disclose information about the sale proceeds of the Shares, to enable the Claimant to trace those proceeds. These Orders were made in the following circumstances.

(1) Order of 2 October 2025

4. Even after various extensions to the deadlines set out in the SPA, Mr Steffensen failed to pay the sums due to DBLP and had not returned the shares. Accordingly, on 18 September 2025, DBLP (through its then solicitors, Taylor Wessing LLP) sought Mr Steffensen's confirmation that he still held the Shares. He failed to provide it.

5. On 23 September 2025, DBLP applied for a proprietary injunction to prevent Mr Steffensen dealing with or disposing of the Shares, or (if he had already sold them) with the sale proceeds. On 25 September 2025, Mr Steffensen's solicitors, Farrer & Co, told the court and DBLP, for the first time, that Mr Steffensen had sold the Shares over the past four months: see letter §4.

6. On 2 October 2025, Rajah J granted a proprietary injunction (the '**Injunction**'), endorsed with a penal notice, prohibiting Mr Steffensen from dealing with the Shares or the sale proceeds of those Shares (the '**Sale Proceeds**'): §4. The Injunction at §8 required Mr Steffensen by 7 October 2025, to swear and serve an affidavit:

    i) setting out all 'Proprietary Assets' (the Shares, Sale Proceeds or any asset purchased with the Sale Proceeds) worldwide, exceeding £1,000, giving the value, location and details and what happened to them since their receipt (including the names and contact details of any recipient, and the bank details of any account to which they were transferred); and

    ii) exhibiting copies of documents to identify the existence, location, value and details of any Proprietary Assets over £1,000.

7. Mr Steffensen was represented at the hearing. The minute of order was agreed with his counsel, and the sealed order served on his solicitors on 7 October 2025.

8. On 7 October 2025, Mr Steffensen served an affidavit under the Injunction §8, Steffensen Aff 1. In that affidavit, Mr Steffensen stated at §1.3 *'the Rajah Order [the Injunction] requires me to swear an affidavit [...]'* and then proceeded to set out the terms of §8 of the Injunction. The affidavit then explained that:

    i) He sold the Shares in tranches and the Sale Proceeds were paid into his brokerage account, with brokers called IBKR. He exhibited statements showing the amounts which he received: §2.1.

    ii) The Sale Proceeds were paid from IBKR into his personal accounts: §2.2.

    iii) The large majority of the Sale Proceeds, c. £3.1 million, were used to pay creditors of an English company which he owns, Spearhavoc Ltd: §2.3.

    iv) He used other sums for his ordinary expenses and for security services and some he paid to Mr Raymond McKeeve, a friend of his and an associate of Mr Wagner, who had helped negotiate the SPA: §2.4.

9. Mr Steffensen then said, '*I apologise to the Court but I am unwilling to disclose my account details or contact details for third parties'*. This was due to '*grave concerns*' that if he identified the recipients of the Sale Proceeds, DBLP and Mr Wagner would '*engage in a campaign of unjustified harassment of those persons*', and if they were given Mr Steffensen's banking information they would '*disrupt* [his] *banking relationship*s'. He also said that he had '*serious concerns*' about Mr Wagner and Mr McKeeve's credibility: Steffensen Aff 1 §2.5.

(2) Order of 15 October 2025

10. On 10 October 2025 DBLP applied for an order that Mr Steffensen provide specified information and documents about each payment made from the Sale Proceeds. That application came before me on 15 October 2025. On that occasion I found in my judgment that: (a) none of the matters in Steffensen Aff 1 §2.5 was an excuse for not providing the information ordered by the Injunction: judgment §13; (b) *'Mr Steffensen*

has deliberately failed to provide the information': judgment §14; and (c) *'Mr Steffensen is plainly in breach of paragraph 8 of Rajah J's order'*: judgment §20.

11. Accordingly, I made an order (the '**Information Order**'), which at §2 required that by 21 October 2025, Mr Steffensen swear and serve on DBLP an affidavit containing specific information and documents. The Order also contained a penal notice.

12. Mr Steffensen was represented at the hearing. The minute of order was agreed with his counsel, and the sealed order served on his solicitors on 20 October 2025.

13. On 21 October 2025 Mr Steffensen filed a second affidavit, Steffensen Aff 2 under the Information Order. At §1.3 he said, 'The Mellor Order [the Information Order] requires me to swear an affidavit setting out further information relating to the Sale Proceeds of the Shares (as defined in the Mellor Order'. He again refused to provide any of the information or documents ordered, stating in §1.4:

> *'I apologise to the Court but, as l explained in paragraph 2.5 of my first affidavit in these proceedings dated 2 October 2025, l am unwilling to provide the details of my bank accounts or those of any other individual or company to which the Sale Proceeds were transferred. Nor am l willing to identify third parties. This is because I continue to have serious and genuine concerns about what will be done with that information in the hands of the Applicant. In particular, l am concerned that Mr Wagner and Mr McKeeve would use that information to disrupt my banking relationships, or to harass and disrupt the commercial affairs of these other companies and third parties.'*

(3) Order of 13 November 2025

14. On 7 November 2025, DBLP applied for an order that unless Mr Steffensen provide the information and documents ordered by Rajah J. and myself, he would be debarred from defending the claim, and any Defence he filed would be struck out.

15. On 13 November 2025, that application came before Sir Anthony Mann (sitting as a High Court Judge). The Judge made that order (the '**Debarring Order**'), also endorsed with a penal notice. He found in his judgment at §1.18 (this passage being a quotation from Taylor Wessing's note of the judgment, agreed as accurate by both parties' counsel: see Mr Rainey KC's judgment §31):

> 'Mr Steffensen has flagrantly refused to comply with an order of the court. Were he before the court on a committal application he would be facing an immediate prison sentence being imposed without the information [ordered by Rajah and Mellor JJ] being provided. I say that not to pre-empt any committal application but to demonstrate the seriousness of the position. The information he has been ordered to produce is not trivial. It lies at the heart of the case. As I said more than once, it is required for very good reason – to get a head start on the tracing exercise.

> The longer one leaves a tracing exercise the harder it comes because assets become more dissipated'.

16. Mr Steffensen was represented at the hearing, and the draft order was agreed with his counsel. The sealed copy was served on his solicitors on 14 November 2025.

17. Mr Steffensen did not comply with the Debarring Order by the deadline or at all. He did not file an affidavit, or provide any of the information ordered by Rajah J or in my Order.

(4) Post-Judgment Injunction of Mr Rainey KC

18. On 18 December 2025, DBLP applied for summary judgment. The application came before Mr Rainey KC (sitting as a Deputy Judge of the Chancery Division) on 30 January 2026, who declared that the Shares and Sale Proceeds were held on trust and granted summary judgment against Mr Steffensen for the then trading price of the Shares, $7,125,000.

19. The Judge found that Mr Steffensen had failed to comply with the Debarring Order and had not applied for relief from sanctions (Judgment §33) and that Mr Steffensen was *'persisting in his non-compliance with the requirements of paragraph 8 of the Injunction and the Information Order'* (recital to Judgment Order of Mr Rainey KC dated 12 February 2026).

20. The Judge discharged the Injunction, as it was no longer needed post-judgment: see Mr Rainey KC's Judgment §118 and Judgment Order §9. That discharge was *'without in any way affecting the Defendant's prior obligations and liabilities under that Injunction, or under the Information Order or the Debarring Order'*: Judgment Order §9. The Judge granted a new injunction (the '**Post-Judgment Injunction**') in the same terms as §8 of the original Injunction, ordering Mr Steffensen to provide the information about the Shares and Sale Proceeds, by affidavit to be sworn and served by 17 February 2026: see §6. This was also endorsed with a penal notice.

21. Mr Steffensen was represented at the hearing and the minute of order was agreed with his counsel. The Post-Judgment Injunction contained alternative service provisions in §13, providing that the order would be effectively served on Mr Steffensen's solicitors by post and email, and/or by post at his residential address in the UK. The evidence before me established that the order was served by all those methods.

22. Mr Steffensen did not serve an affidavit by the deadline or at all, or provide the information about the Sale Proceeds in any other way.

23. DBLP has no information about the whereabouts of the Sale Proceeds and so it is still prevented from tracing them into the hands of the third-party recipients. It has sought to enforce the personal judgment against Mr Steffensen by multiple methods of execution, in England and abroad, but so far it has not recovered any sum (except for £119 recovered from Mr Steffensen's IBKR account under a Third Party Debt Order §4).

The Contempt Application

24. Against that backdrop, on 15 April 2026, DBLP brought this contempt application against Mr Steffensen, (the '**Contempt Application**'), supported by by the Fourth Affidavit of Richard Viegas of DBLP's solicitors, Winston Taylor ('**Viegas Aff 4**'), alleging breach of each of the four orders (the '**Orders**'). The Contempt Application also included an application to dispense with personal service of the Injunction, Information and Debarring Orders.

25. On this Application, I have been provided with an immaculately prepared Hearing Bundle and a very comprehensive and useful Skeleton Argument prepared by Counsel for DBLP.

26. On 16 April 2026, the Contempt Application and evidence were sent to Mr Steffensen's solicitors on the record, Farrer & Co, pursuant to CPR 81.5(2) and I have seen the letter and certificate of service. Farrer & Co did not object to service in writing, under CPR 81.5(2)(b), and so service was effective. Farrer & Co were also notified of the hearing listing in an email on 23 April 2026, which attached the notice of hearing letter sent by the Court. This notified recipients that the application hearing was listed in a 3-day window from 6 July 2026 with a time estimate of 1 day. In the usual way, recipients were provided with a link to the Justice website to obtain information about the precise listing of the case from approximately 2pm on the previous working day. I am quite satisfied that this type of 'Notice of Hearing Date' would have been entirely routine to Farrer & Co.

27. By letter dated 28 May 2026, DBLP's solicitors, Winston Taylor, sought to get Mr Steffensen to agree a timetable for the service of any evidence including an order that he must attend the contempt hearing in person. Farrer & Co only stated that he *'does not have any comment'* to this.

28. By letter dated 12 June 2026, DBLP's solicitors asked Farrer & Co whether they have explained to Mr Steffensen the potential consequences of (a) failing to attend the contempt hearing in person, including the court proceeding to hear the application in his absence and issuing a bench warrant for his arrest; and (b) a finding of contempt of court, including imprisonment, fine or sequestration of assets. The only response received to date from Farrer & Co, on 23 June 2026, said that they were taking instructions from Mr Steffensen. DBLP infer from that that Farrer & Co must have shown Mr Steffensen the letter. I agree.

29. Furthermore, I was shown recent emails passing between DBLP's solicitors and Farrer & Co. In those emails, Farrer & Co indicated (a) they did not have instructions to provide a skeleton argument for this hearing and (b) Mr Steffensen was not instructing Counsel for this hearing. For their part DBLP's solicitors sent copies to Farrer & Co of DBLP's Skeleton Argument, Bundle of Authorities and costs statement, having previously sent a copy of the Hearing Bundle on 30 June 2026. Finally, by email on 6 July 2026 at 15.19, DBLP's solicitors notified Farrer & Co that the hearing would take place before me on 8 July 2026.

Mr Steffensen's failure to appear at this hearing

30. Notwithstanding that I find Mr Steffensen was validly served with the Contempt Application and had proper notice of this hearing, Mr Steffensen did not appear when the application was called on and he was not represented at this hearing, so the first issue for my consideration was whether to proceed in Mr Steffensen's absence.

31. I should also note that, as is his right, Mr Steffensen has not filed any evidence and, in advance of this hearing, there was no indication from him that he intended to give oral evidence or attend this hearing.

32. Anticipating this possibility, Counsel for DBLP identified in their Skeleton Argument the principles I should apply when deciding whether to proceed in the absence of Mr Steffensen. I considered the following principles which they identified.

33. The court's power under CPR 39.3 to conduct a trial in the absence of a party includes a contempt trial, but doing so is an exceptional course: *Lamb v Lamb* [1984] FLR 278, CA. This was applied in *JSC BTA Bank v Stepanov* [2010] EWHC 794 (Ch) at [12] and *JSC BTA Bank v Solodchenko* [2011] EWHC 1613 (Ch) ('***Solodchenko HC***') at [13]. In all three cases, the court proceeded in the defendant's absence.

34. The reasons why that course is *'exceptional'* were explained in *Sanchez v Oboz* [2015] EWHC 235 (Fam) at [4]: (a) contempt proceedings are essentially criminal and proceeding in the defendant's absence requires caution *'close regard to the fairness of the proceedings'*; (b) findings of fact are required and the presumption of innocence applies; (c) the defendant faces potential deprivation of his liberty; and (d) Article 6 of the ECHR entitles him to a fair and public hearing within a reasonable time, to defend himself in person or through legal assistance of his choosing and with adequate time and facilities to prepare his defence.

35. In *Sanchez* at [5] the court set out a checklist of factors to consider on whether to proceed in the absence of a defendant, which the court recommended for future cases:

    i) whether the defendant was served with documents, including the notice of hearing;

    ii) whether the defendant had sufficient notice to prepare for the hearing;

    iii) whether any reason has been advanced for the non-attendance;

    iv) whether he waived his right to be present by his behaviour, i.e. did he know or was he indifferent to the consequences of the case proceeding in his absence;

    v) whether an adjournment would likely secure his attendance, or facilitate his representation;

    vi) the extent of the disadvantage in his not being able to present his account;

    vii) whether undue prejudice would be caused to the claimant by any delay;

viii) whether undue prejudice would be caused to the forensic process if the application proceeded without the defendant; and

ix) the overriding objective, e.g. dealing with cases justly, expeditiously and fairly.

36. Counsel submitted correctly that the *Sanchez* factors have been applied in numerous cases and that in many of them the court applied the factors and proceeded to hear the contempt in the defendant's absence (and without representation), determining both liability and penalty (see e.g. *Phonographic Performance Ltd v Nightclub (London) Ltd* [2016] EWHC 892 (Ch) at [29]; *Taylor v Van Dutch Marine Holding Ltd* [2016] EWHC 2201 (Ch) at [54]; *Navig8 Chemical Pools Inc v Nu Tek (HK) Pvt Ltd* [2016] EWHC 1790 (Comm) at [28]-[37]; *Bunge SA v Huaya Maritime Corp* [2017] EWHC 90 (Comm) at [28]-[30]; *ICBC Standard Bank Plc v Erdenet Mining Corp LLC* [2017] EWHC 3135 (QB) at [53]–[65]; *Frejek v Frejek* [2020] EWHC 1181 (Ch) at [19]-[29]; *XL Insurance Co SE v IPORS Underwriting Ltd* [2021] EWHC 1407 (Comm) at [43]-[47]. Most are cited in *White Book* §81.8.3.)

37. In *Sahota v Newman* [2025] EWHC 3620 (Ch) at [5], the defendant did not attend and the court adjourned the entire contempt hearing, issuing a bench warrant to secure the defendant's attendance at the next hearing. (Under CPR 81.7(2), *'The court may issue a bench warrant to secure the attendance of the defendant at a directions hearing or at the substantive hearing'*. This is designed to ensure compliance with court orders and to control its procedures; there need not be a finding of contempt or an existing breach of an order to attend; and since it is a temporary deprivation of liberty, a warrant is only issued where necessary: *Hanson v Carlino* [2019] EWHC 136 (Ch) at [7]-[11]; *Attorney General v Branch* [2021] EWHC 1735 (Admin) at [13]-[18]). In fact, the defendant did not attend the adjourned hearing and could not be located by the police on the warrant, so that the court then proceeded in his absence: [2025] EWHC 3174 (Ch) at [14]-[18].

38. In *Solodchenko HC* it was held at [16] that, where liability for contempt has been found in the defendant's absence, it may be appropriate to adjourn sentencing to allow the defendant to present mitigation, seek to purge his contempt and/or belatedly seek to comply with the order breached. The cases mentioned above did not adopt that course; they proceeded immediately to sentencing in the defendant's absence.

39. However, that course was adopted in *Law Society v Pawlak* [2021] EWHC 3076 (Ch). There the defendant was represented by counsel, but had not attended himself. The court proceeded with the liability hearing, finding that the defendant had consciously decided not to appear in person, but only by counsel: [72]-[74]. The court adjourned sentencing, as it was unclear how far the defendant had followed the proceedings himself, and an adjournment would allow him to consider the implications of the judgment: [127]-[128]. The defendant did not attend the sentencing hearing, but again instructed counsel. The court proceeded in his absence, rejecting the alternative of adjourning and issuing a bench warrant (not least since he was not in England): [2021] EWHC 3537 (Ch) at [10]-[18].

40. Another course was adopted in *Taylor v Van Dutch Marine Holding Ltd* [2016] EWHC 2201 (Ch) at [58] and *Johnson v Argent* [2016] EWHC 2978 (Ch) at [30]-[31], the court proceeded to determine liability and sentence in the defendant's absence (seeing little

purpose in adjourning sentence itself) and imposed custodial sentences. The court then suspended the sentence for one month to give the defendant time to comply belatedly with the order and remit the sentence. Failing that compliance, the sentence would be imposed at the end of that period.

41. Applying those principles, Counsel submitted that the court has (at least) these options:

i) decide both liability and (if applicable) sentence in his absence, as per the cases mentioned above;

ii) proceed as in option i) but suspend the sentence for a short period, as per *Taylor v Van Dutch* and *Johnson v Argent*;

iii) decide liability but adjourn sentencing, and possibly issue a bench warrant, as per *Solodchenko HC* and *Pawlak*; and

iv) adjourn the whole application and issue a bench warrant, as in *Sahota*.

42. Counsel invited me to adopt option i), i.e. determine both liability and (if applicable) sentence in Mr Steffensen's absence (and without suspending any custodial sentence imposed), relying on the following application of the *Sanchez* factors:

i) Service: Mr Steffensen was served with the Contempt Application and evidence via his solicitors, who did not object to service, along with the hearing notice. His solicitors have corresponded with DBLP's about the hearing: see §§27-28 above.

ii) Sufficient notice of hearing: The application was served on 16 April 2026, giving him almost three months to prepare; more than sufficient.

iii) Reason for non-attendance: No reason has been given; Mr Steffensen has declined to say whether or not he will attend: see §§27-28 above.

iv) Waiver of right to be present: If Mr Steffensen does not attend, he will have waived his right to be present, knowing, or being indifferent to, the consequences of non-attendance. The consequences were pointed out to his solicitors, who took instructions on them, and so must have explained them to him: see §§27-28 above.

v) Adjournment to secure his attendance or representation?: An adjournment would not secure his attendance: if he does not attend, it will be by choice. He already has solicitors on record and he has had counsel at every previous hearing.

vi) Disadvantage from his absence: Mr Steffensen faces no substantive disadvantage from not presenting his account. He gave an explanation for not complying with the Orders, which I rejected, but he then repeated it: see §10 above. On this occasion, I find his explanation equally worthless. Furthermore, as Counsel submitted, it is unclear what more he could say. His lawyers have accepted some breaches: see §61 below. He did not appeal the Orders, or seek relief from the sanctions in the Debarring Order.

vii) Undue prejudice to DBLP: Since October 2025 DBLP has sought the critical information about the Sale Proceeds but has never received it, prejudicing its ability to trace the Sale Proceeds: see §87.iii) below. An adjournment would cause further prejudice, reducing yet further the prospect of tracing any Sale Proceeds.

viii) Undue prejudice to forensic process of his absence: The breaches are all established on the documents and have been found by the court already (to the civil standard). Mr Steffensen's absence does not prejudice the court's process.

ix) Overriding objective: This points to determining the application without an adjournment. Mr Steffensen's decision not to attend, despite knowing of the hearing and its implications, should not be allowed to waste further time and costs.

43. On those factors, I decided I should proceed to determine Mr Steffensen's liability for contempt in his absence, and consider later whether to proceed to determine sentence. I made this and other findings in the course of the hearing and indicated I would give my reasons in a written judgment to be handed down later. This judgment contains all my reasons.

Applicable Principles

44. Counsel for the Claimant reminded me of the following applicable principles, all of which I accept and propose to apply.

45. On a contempt application, the onus is on the claimant to satisfy the court, so that it is sure, that the defendant is in contempt, i.e. to prove the contempt to the criminal standard. The defendant has the benefit of any reasonable doubt: *Masri v Consolidated Contractors International Company SAL* [2011] EWHC 1024 (Comm) at [145].

46. It is open to the court to draw inferences from primary facts which it finds established on the evidence. But the court cannot infer the existence of a fact constituting an essential element of the case, unless it is *'compelling'*, i.e. no reasonable person would fail to draw the inference: *Masri* [156].

47. The elements of contempt for breach of a court order were set out in *Masri* at [150]:

i) the defendant knew of the terms of the order;

ii) the defendant acted (or failed to act) in a manner which involved a breach of the order; and

iii) the defendant knew of the facts which made his conduct a breach.

48. (a) Knowledge of the order: The order is validly served either by personal service or by some other service method approved by the court: *White Book*, vol. 1 (2026 ed.), §81.4.3.1. This is reflected in CPR 81.4(2)(c).

49. Proving the defendant's knowledge of the order is a matter only of proving that the order was served, without more: *Cuciurean v Secretary of State for Transport* [2021] EWCA Civ 357 at [54].

50. Where the order has not been served personally, the defendant will not be held in contempt unless the court dispenses with personal service. The principles for dispensing with personal service were set out in: *Business Mortgage Finance 4 Plc v Hussain* [2022] EWCA Civ 1264, [2023] 1 WLR 396:

i) There is a requirement of due process before a person is committed to prison. In general, a contempt application could only be brought where the defendant was personally served with an injunction: [78].

ii) As recognised in CPR 81.4(2)(c), the court has the power to dispense with personal service. It is the long-standing practice of the court to dispense with it where it can be shown that the defendant had actual knowledge of terms of injunction: [79].

iii) The power to dispense with personal service can be exercised retrospectively at the hearing of a committal application, provided the court is satisfied that D had actual knowledge of terms of injunction before date of alleged breach [80]-[82]. It is not necessary that personal service was already dispensed with before the alleged breach, nor before the committal application was brought.

51. (b) Actions involving a breach: The defendant's actions (or failure to act) must be intentional, not *'casual or accidental or unintentional'*: *Masri* at [150].

52. (c) Knowledge of conduct: The defendant must know that he was acting or failing to act. However, it is not necessary to show that the defendant knew that what he was doing was a breach of the order, or that he intended to breach the order: *Masri* at [156]; *Varma v Atkinson* [2020] EWCA Civ 1602, [2021] Ch 180 at [52] (approving *Stancomb v Trowbridge Urban District Council* [1910] 2 Ch 190 at 194, which was also approved by the House of Lords in *Director General of Fair Trading v Pioneer Concrete (UK) Ltd* [1995] 1 AC 456 at 480).

53. Once it is proven that (a) the defendant had knowledge of the order, and (b) he knew that he was doing or omitting to do certain things (as above), it is not necessary for him to know that his actions put him in breach of the order – it is enough that, as a matter of fact, and law, they do put him in breach: *Varma* at [54].

54. The court decides what the order means, and upon that construction, if the defendant's conduct breaches the order, the defendant is in contempt: *ADM International Sarl v Grain House International SA* [2024] EWCA Civ 33, [2024] 1 WLR 3262 at [79]. For completeness, Counsel also reminded me that a defendant's subjective understanding of the order, or any ambiguity in its terms, are not relevant to liability, but they can be

relevant to sentence, or, in an extreme case, the issue of whether the contempt application is an abuse of process: *ADM* at [82]-[83].

Procedural requirements

55. CPR 81.4(2) sets out the requirements of a contempt application, of which (a)-(e) and (h) apply here. I am entirely satisfied that those requirements were met in this case.

Application to the facts

Knowledge of the orders and dispensing with personal service

56. Here I consider Mr Steffensen's knowledge of the Orders and consider the Claimant's application to dispense with personal service of the first three Orders.

57. The Post-Judgment Injunction was validly served on Mr Steffensen in accordance with its terms. At §13, it provided for effective service by post to his address and by post and email on Farrer & Co. The court therefore dispensed with personal service on him and provided for alternative effective service means. As I indicated above, the evidence before me established that all of those service methods were used. There has therefore been good service under the order and Mr Steffensen is taken to have knowledge of its terms: *Cuciurean* at [58].

58. As for the first three Orders, they were not served personally on Mr Steffensen and they did not provide for alternative service means in terms. However, DBLP submitted that it is clear that Mr Steffensen had actual knowledge of each of the Orders. In these circumstances, the Claimant applies for an order dispensing with personal service retrospectively.

59. As for the Injunction and the Information Order, the Claimant submits that Mr Steffensen confirmed his actual knowledge of the terms of both orders in that:

    i) He filed affidavits explicitly stating that they were made under each of those orders: Steffensen Aff 1 §1.1 and Steffensen Aff 2 §1.1.

    ii) Each affidavit explicitly referred to the terms of each order and the information that he was required to provide: Steffensen Aff 1 §1.3 and Steffensen Aff 2 §1.3, and see §§7 and 13 above.

    iii) Steffensen Aff 1 §§2.1-2.4 provided some information required by the Injunction (albeit incomplete), further demonstrating knowledge of its terms.

    iv) In each affidavit, Mr Steffensen apologised to the court for not providing the remainder of the information, in particular information about third party recipients of the Sale Proceeds and his bank details: Steffensen Aff 1 §2.5 and Steffensen Aff 2 §1.4 and see §§9 and 13 above. That apology makes it clear that, for present purposes, Mr Steffensen knew of the terms of the order (and, as below, it also shows that his conduct was deliberate).

60. As for the Debarring Order, Mr Steffensen was represented by solicitors and counsel at the hearing when the order was made; his counsel agreed the terms of the order before it was lodged with the court for approval; and sealed order was served on his solicitors: see §16 above. The same is true for each of the other three Orders: see §§7, 12 and 21 above. I agree that the only possible inference from that (which no reasonable person could fail to draw) is that Mr Steffensen knew of each Order from his solicitors and counsel.

61. For good measure, the Claimant submitted that (insofar as necessary), Mr Steffensen's representatives accepted, explicitly or implicitly, that he had not complied with some of the Orders, thereby necessarily accepting that he knew of their terms:

i) At the hearing before me – at which DBLP was seeking the Information Order to obtain the information ordered by Rajah J in the Injunction – Mr Steffensen's counsel said that he *'declined to provide account details or details of third parties'*, and then did not argue that he *had* complied with the Injunction in full. His Counsel said that if DBLP alleged a breach of the Injunction, it should bring contempt proceedings: see his skeleton argument at §§39-41.

ii) At the hearing before Sir Anthony Mann, Mr Steffensen's counsel explicitly accepted that that Mr Steffensen had *'refused to disclose his account details or those of third parties'*, and implicitly accepted that this was a breach, saying that Mr Steffensen had *'**otherwise** complied with the Court's Orders'* (emphasis added): see his skeleton argument at §36.2.

iii) At the hearing before Mr Rainey KC, Mr Steffensen's counsel did not dispute that Mr Steffensen had not complied with the Debarring Order, nor appealed that order nor applied for relief from sanctions: see Judgment §33.

iv) Mr Steffensen's solicitors, Farrer & Co, were on the record throughout and have never suggested that Mr Steffensen had not known of the Orders to provide the information about the Sale Proceeds, nor that this explained his non-compliance.

62. Accordingly, I am sure that Mr Steffensen was validly served with the Post-Judgment Injunction and had actual knowledge of each of the Orders. As DBLP submitted, dispensing with personal service (for the other three Orders) accords with CPR 81.4(2)(c) and the *'long-standing practice of the court under which the court would not insist on personal service where it could be shown that the respondent had actual knowledge of the injunction'*: *Business Mortgage* at [79]. It is also appropriate to dispense with personal service retrospectively, as was done in *Business Mortgage* at [80]-[83].

63. DBLP also identified additional reasons to dispense with personal service in that:

i) Mr Steffensen also spent substantial periods of time abroad: he swore two affidavits in Switzerland before a Swiss notary (Steffensen Aff 2 and Steffensen Aff 3, opposing the continuation of the Injunction): see Viegas Aff 4 §5.2(g). But he only gave his English residential address on them. DBLP submit that it was not practicable to attempt to serve him personally abroad, without an address at which to find him. I agree.

ii) When DBLP's solicitors tried to serve Mr Steffensen personally with a statutory demand in related bankruptcy proceedings, he used aggressive and expletive language towards the trainee solicitor attempting to serve him and refused to accept service: Viegas Aff 4 §5.2(h) and the exhibited file note.

64. In all the circumstances, I concluded that it was appropriate to dispense with personal service of the first three Orders.

Mr Steffensen's acts or omissions in breach of the Orders

65. Mr Steffensen filed Steffensen Aff 1 which provided some limited information and documents required under §8 of the Injunction. However, it is clear that he refused or failed to provide information about the whereabouts of the Sale Proceeds, and supporting documents, which were required by the Injunction. Each item which he failed to provide is listed in Viegas Aff 4 §4.2(a)-(d). They were, in summary:

i) payments of Sale Proceeds from his brokerage account with IBKR to his personal bank accounts, including bank details and documents showing the payments;

ii) payments of Sale Proceeds to creditors of Spearhavoc Ltd, including their names and contact details, bank details, the individual amounts paid, the terms of the debts owed and supporting documents; and

iii) payments of Sale Proceeds for his living expenses and security services: the names and contact details of the recipients, bank details, the individual amounts paid and supporting documents.

66. My Information Order required Mr Steffensen to provide a specific list of information, in order to comply with §8 of the Injunction. Mr Steffensen filed Steffensen Aff 2 by the deadline, but in it he refused or failed to provide any information or documents listed in the Information Order (save for exhibiting one further IBKR account statement).

67. The Debarring Order required Mr Steffensen to provide the information and documents in the Injunction and Information Order by filing an affidavit. Mr Steffensen did not file any affidavit by the deadline or at all.

68. The Post-Judgment Injunction required Mr Steffensen to provide information and documents in the same terms as the Injunction, by affidavit. Mr Steffensen did not file any affidavit by the deadline or at all. Mr Steffensen is in continuing breach.

69. In the circumstances, I was entirely satisfied that Mr Steffensen acted in breach of each of the Orders, by his failures to comply.

Mr Steffensen knew of his conduct

70. Mr Steffensen knew of his actions and omissions as summarised above. He knew that he was not providing the information and documents required by the Orders because he stated that he was *'unwilling'* to provide them: Steffensen Aff 1 §2.5 and Steffensen Aff 2 §1.4.

71. Mr Steffensen also knew that he had failed to file affidavits in response to the Debarring Order and the Post-Judgment Injunction. Those failures were not accidental because he did not seek extensions of time to file the affidavits, nor did he seek relief from the sanctions in the Debarring Order.

72. DBLP correctly submitted that all it has to prove to show that Mr Steffensen is in contempt is that (a) he knew of the Orders and (b) he knew that he was doing (or failing to do) certain things, which, as a matter of fact, put him in breach of the order. It is not necessary to show that he intended to breach the Orders: *Varma* at [54].

73. DBLP submitted that the position here is even more straightforward than *Varma*. The defendant in *Varma* – the sole director of a company ordered to provide an affidavit of its assets – was found liable for contempt in that he knew of the order made against the company, he knew that he was the sole director, and he knew that no affidavit had been provided. Here, the Orders were made against Mr Steffensen personally and he knew of them and that he had not provided the information ordered.

74. DBLP also submitted that it is clear to the criminal standard that Mr Steffensen intended to breach the Orders. This is not required for liability but is relevant to penalty. I agree and so find because:

    i) In his affidavits, he apologised to the court for refusing to provide the information ordered because he was *'unwilling'* to do so. That apology shows that he knew that he was breaching the orders, and this was an intentional decision. The apology itself carries no weight; he does not mitigate the deliberate breach of the orders, and he has never complied with them since.

    ii) I held that none of the matters in Steffensen Aff 1 §2.5 was a valid excuse for the breach: see §10 above. But Mr Steffensen then simply filed Steffensen Aff 2 which repeated the same matters at §1.4. As DBLP submitted, that can only have been a deliberate refusal to comply, knowing that the court had already found that his reasons to be invalid, but persisting in them regardless.

    iii) Mr Steffensen refused to provide this information in order to prevent DBLP from tracing the Sale Proceeds. He said so expressly: a key matter he was concerned about was DBLP claiming the Sale Proceeds from third-party recipients, or as he put it *'if DBLP and Mr Wagner find out to whom the proceeds were paid, he will engage in a campaign of unjustified harassment of those persons'*: Steffensen Aff 1 §2.5.1.

    iv) Mr Steffensen engaged with the court process when it suited him. At the hearing before me when the Information Order was made, Mr Steffensen applied for and obtained an order requiring DBLP to give early disclosure of certain material.

Mr Steffensen hoped that this would show that Mr Wagner had given false evidence for DBLP when applying for the Injunction, thereby affording him ground to discharge it and an ‘unclean hands’ defence. DBLP gave that disclosure, which did not show any false evidence: see Mr Rainey KC’s Judgment §§26-29, 83(b), 93(4). Mr Steffensen used the court’s powers where they could help him, but refused to comply with court orders made against him, by the same judge (i.e. me) and at the same hearing. I agree that can only have been a deliberate decision to choose when to respect court orders and when to flout them.

75. In all the circumstances I am sure (i.e. satisfied beyond any reasonable doubt) that Mr Steffensen is in contempt of each of the four Orders (as alleged by DBLP) because (a) he knew of each of the Orders, (b) he acted in breach of them by refusing to provide most of the information about the Sale Proceeds ordered in the Injunction and the Information Order in his affidavits, and in failing to file affidavits at all under the Debarring Order and the Post-Judgment Injunction; and (c) he knew he had acted in that way.

Should I proceed to sentencing in Mr Steffensen’s absence?

76. At §42 above, I mentioned that DBLP invited me to proceed to determine both liability and sentence in Mr Steffensen’s absence. Having found Mr Steffensen in contempt, I decided it was appropriate to proceed to determine sentencing in Mr Steffensen’s absence. I agreed with Counsel’s submission that, having heard and determined Mr Steffensen’s liability for contempt, no good purpose would be achieved by adjourning sentencing. As Counsel pointed out, Mr Steffensen has not raised any mitigation. He deliberately chose to breach the Orders, knowing the consequences, and has not shown any intention belatedly to comply. There is no material to support an application to purge contempt.

Sentencing

77. In their Skeleton Argument, Counsel for DBLP presented me with full submissions on Sentencing and expanded on certain points in oral submissions.

78. As they submitted, CPR 81.9(1) sets out the relevant powers:

> *‘(1) If the court finds the defendant in contempt of court, the court may impose a period of imprisonment (an order of committal), a fine, confiscation of assets or other punishment permitted under the law.’*

79. The maximum term of imprisonment which can be imposed is two years: Contempt of Court Act 1981, s. 14. One half of the term is served in prison before automatic release under s. 258 of the Criminal Justice Act 2003.

80. Sentencing for civil 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.' *JSC BTA Bank v Solodchenko (No.2)* [2011] EWCA Civ 1241, [2012] 1 WLR 350 at [45].

81. Those purposes were restated, in different order of priority, in *Wigan BC v Lovett BC* [2022] EWCA Civ 1631, [2023] 1 WLR 1443 at [39] as: *'(i) Ensuring future compliance with the order, (ii) Punishment; and (iii) Rehabilitation'*.

82. The Supreme Court set out the recommended approach to sentencing for contempt in *Attorney General v Crosland* [2021] UKSC 15, [2021] 4 WLR 103 at [44] (*Crosland* was a case of criminal contempt, hence the guidelines do not aim to secure compliance with a court order; but they were applied to sentencing for civil contempt in, e.g., *Wood v Fleming* [2026] EWHC 490 (Ch) at [29]):

    i) The court should adopt an approach analogous to that in criminal cases: to assess the seriousness of the conduct by reference to the offender's culpability and the harm caused, intended or likely to be caused.

    ii) In light of its determination of seriousness, the court must first consider whether a fine would be a sufficient penalty.

    iii) If the contempt is so serious that only a custodial penalty will suffice, the court must impose the shortest period of imprisonment which properly reflects the seriousness of the contempt.

    iv) Due weight should be given to matters of mitigation, such as genuine remorse, previous positive character and similar matters.

    v) Due weight should also be given to the impact of committal on persons other than the contemnor, such as children of vulnerable adults in their care.

    vi) The sentence should be reduced for an early admission of the contempt, calculated consistently with the Sentencing Council's Guidelines on Reduction in Sentence for a Guilty Plea.

    vii) Once the appropriate term has been arrived at, the court should consider if the term of imprisonment could be suspended. Usually mitigating factors would already have been taken into account in setting the term, so that there is no powerful factor for suspension, but a serious effect on others, such as children or vulnerable adults in the contemnor's care, may justify suspension.

83. Factors relevant to seriousness include: (a) whether the claimant has been prejudiced by the contempt and whether the prejudice can be remedied; (b) the extent to which the contemnor acted under pressure, (c) whether the breach was deliberate or unintentional, (d) the degree of culpability, (e) whether the contemnor was placed in breach by the conduct of others, (f) whether the contemnor appreciated the seriousness of the

deliberate breach, (g) whether the contemnor has co-operated, and (h) whether there has been an acceptance of responsibility, an apology, remorse or reasonable excuse: *Crystal Mews Ltd v Metterick* [2006] EWHC 3087 (Ch) at [13] and *Asia Islamic Trade Finance Fund Ltd v Drum Risk Management Ltd* [2015] EWHC 3748 (Comm) at [7(6)].

84. Where there are multiple instances of contempt, the court should follow the sentencing guidelines in the criminal courts: (a) consider the appropriate sentence for each offence, (b) determine whether the case calls for concurrent or consecutive sentences, (c) consider if the overall sentence is just and proportionate, and (d) consider how the sentence is structured in a way which is best understood: *Khawaja v Stefanova* [2023] EWCA Civ 1202 at [46], [49].

85. Counsel for DBLP also reminded me of relevant factors specific to contempt for breach of freezing orders, which include the following:

i) The court should always consider if imprisonment is necessary, the shortest possible time and whether it can be suspended, nevertheless *'the attack on the administration of justice which is made when a freezing order is breached usually merits an immediate sentence of imprisonment of some not insubstantial amount'*: *Templeton Insurance Ltd v Thomas* [2013] EWCA Civ 35 at [42].

ii) '*Any deliberate and substantial breach of the restraint provisions or the disclosure provisions of a freezing order is a serious matter. Such a breach normally attracts an immediate custodial sentence which is measured in months rather than weeks and may well exceed a year'*: *Solodchenko* (No. 2) at [51], and at [55]:

> *'(i) Freezing orders are made for good reason and in order to prevent the dissipation or spiriting away of assets. Any substantial breach of such an order is a serious matter, which merits condign punishment. (ii) Condign punishment for such contempt normally means a prison sentence. However, there may be circumstances in which a substantial fine is sufficient: for example, if the contempt has been purged and the relevant assets recovered. (iii) Where there is a continuing failure to disclose relevant information, the court should consider imposing a long sentence, possibly even the maximum of two years, in order to encourage future co-operation by the contemnor.'*

iii) For a continuing breach, the court should consider imposing a long sentence. It can indicate the part of the sentence to be served in any event, and the part which might be remitted if the contemnor complied with the original order: *Asia Islamic Trade Finance Fund* at [7(3)-(4)].

iv) The maximum term of imprisonment is '*comparatively short*' and so it is not reserved for the very worst cases: '*there will be a comparatively broad range of conduct which can fairly be regarded as falling within the most serious* *category'*, justifying a sentence '*at or near the maximum'*: *Financial Conduct Authority v McKendrick* [2019] EWCA Civ 524, [2019] 4 WLR 65 at [40].

v) An admission of breach will usually lead to a reduction in sentence, but will not invariably so, e.g. in the exceptional case of a serious, deliberate, prolonged and unremedied breach: *Lakatamia Shipping Company v Su* [2021] EWCA Civ 1355, [2022] 4 WLR 2 at [24]-[25].

Submissions

86. Having identified the applicable principles set out above, Counsel for DBLP made submissions to assist me in determining the appropriate sentence. I have considered those helpful submissions which were as follows.

87. Mr Steffensen's breaches of the Orders were at the highest level of seriousness:

i) They were deliberate and intentional breaches of injunctions and related disclosure orders, carried out for the purpose of preventing DBLP from tracing the Sale Proceeds: see §74 above.

ii) These breaches continued since the Injunction in October 2025. Mr Steffensen is in continuing breach of the Post-Judgment Injunction since February 2026.

iii) They have caused DBLP substantial prejudice: it has not been able to trace or recover any of the Sale Proceeds to the hands of the supposed third-party recipients. As Sir Anthony Mann said, the information ordered to be disclosed *'lies at the heart of the case'* and was and remains required *'for a very good reason'* to enable DBLP to trace the Sale Proceeds: see §15 above. (DBLP has so far managed to recover a mere £119 on enforcement of the $7.125 million personal judgment.)

iv) Sir Anthony Mann also marked the seriousness of the breaches: '*Were he before the court on a committal application he would be facing an immediate prison sentence being imposed without the information* [ordered by Rajah and Mellor JJ] *being provided. I say that not to pre-empt any committal application but to demonstrate the seriousness of the position*' see §15 above.

v) Mr Steffensen has not put forward any reasonable excuse for the breaches: I found that his excuse was not a valid one, and yet Mr Steffensen repeated it. I agree that Mr Steffensen's 'apology' for non-compliance was and remains meaningless: he gave it as part of the breaches themselves, but he has not made any attempt to remedy his breaches or comply with the Orders.

88. Such deliberate and continuing breaches of the Orders mean that a fine is not a suitable penalty. As said in *Solodchenko (No. 2)*, a fine would be suitable if the defendant had purged his contempt and the assets were recovered – the opposite of the position here.

89. Instead, the cases above point to a substantial and immediate term of imprisonment as the appropriate sentence, given the serious, deliberate and ongoing breaches of the Orders, and the public interest in securing compliance with court orders. The court may

wish to specify which part of the sentence is punitive and which part coercive, in case that encouraged Mr Steffensen belatedly to comply with the Orders, and apply to vary or reduce the sentence. Mr Steffensen has not (so far) filed any evidence or put forward arguments in mitigation; although the court can hear from him on these points at the hearing if appropriate, and consider them in its sentence.

90. Although DBLP alleges four separate instances of contempts (one for each Order), the Orders were all interlinked; the Information and Debarring Orders aimed to secure compliance with the Injunction, and the disclosure provisions of the Injunction were replicated in the Post-Judgment Injunction. The sentence can be imposed for a single continuing period of contempt since October 2025, or the sentence for each contempt can be served concurrently.

91. Mr Steffensen's current location is unknown. He gave a UK residential address on his affidavits but he swore two of them in Switzerland. If he is abroad and does not attend the hearing, it may be harder to execute a sentence. But that is not a reason for the court to refrain from imposing a custodial sentence. *'The court cannot just stand by in the face of disobedience to orders, just because the contemnor is outside the jurisdiction'*: *VIS Trading Co Ltd v Nazarov* [2015] EWHC 3327 (QB) at [58]. Committal to prison is routinely imposed on contemnors abroad. Contempt has reputational and business consequences and *'the practical effect that a defendant cannot come to this country without risk of arrest'*: *Commercial Bank of Dubai PSC v Al Sari* [2025] EWHC 2709 (Comm) at [25].

92. As to the effect of Mr Steffensen's non-attendance on sentencing, Counsel made the following submissions:

i) First, that if I impose a custodial sentence, I might be tempted to suspend it for a short period to allow Mr Steffensen a short time to comply. Counsel suggested I should resist that temptation because Mr Steffensen's continued non-compliance is deliberate and there is nothing to support an application to remit any sentence I might impose.

ii) Second, that adjourning the whole application with a bench warrant would not change the position at the next hearing. They suggested that a bench warrant may well be ineffective since Mr Steffensen may not be in England. He has been well aware that he was in breach of the first two Orders at least since my judgment on 15 October 2025 and that knowledge translates to the subsequent Orders as well; and he has known that, if convicted of contempt, he risks imprisonment since Sir Anthony Mann's judgment on 13 November 2025. Despite that, he has persisted in not complying. An adjournment of the Contempt Application, or any part of it, would not encourage his compliance; it would likely have the opposite effect.

My findings on sentencing

93. I find that Mr Steffensen's contempts are at the highest level of seriousness and they are continuing. Going back to the events dealt with in the judgment of Mr Rainey KC, it is clear that Mr Steffensen had no intention of complying with his obligations under

the SPA and the sham SPA he used to show his broker and which enabled him to sell the shares was all part of a plan effectively to steal the valuable shares (valued by Mr Rainey KC at $7.125m), sell them and appropriate all the proceeds. Mr Steffensen's breaches of each of the four Orders represented a continuation of that strategy, designed to prevent DBLP from recovering any of the Sale Proceeds of the shares.

94. Accordingly, Mr Steffensen's contempts were entirely deliberate and flagrant. His attitude to each of the Orders was scornful and insolent: i.e. contumelious.

95. Considering the remaining *Crosland* factors:

i) Fine or imprisonment? In light of the seriousness of Mr Steffensen's contempts, I do not consider a fine would be an appropriate punishment. Furthermore, there are already outstanding orders for costs which have not been paid by Mr Steffensen and it is likely that he would ignore any fine were I to impose one.

ii) What period of imprisonment? For the reasons already outlined, Mr Steffensen's conduct must be regarded as extremely serious. His refusals to comply with the Orders were deliberate and have had the effect of depriving DBLP of information by which they might have been able to trace some or most of the Sale Proceeds. There has been no attempt at compliance or co-operation.

iii) Mitigation: I have already explained that Mr Steffensen's previous apologies were worthless. Furthermore, there has been no real expression of regret or remorse, or any willingness to make amends. In my view there are no mitigating factors.

iv) Impact of the committal on other persons: There is no evidence before the Court to suggest any impact on other persons, such as children or vulnerable adults.

v) Early Admission: There has been no admission of contempt or acceptance of responsibility.

96. With the principles and findings which I have summarised above in mind, along with Counsel's careful submissions, I sentence Mr Steffensen to imprisonment for a period of two years. That period of two years will commence when Mr Steffensen is either arrested or surrenders to the Tipstaff.

97. Suspension/Punishment versus Incentive to Comply: Finally, I have considered whether the sentence of imprisonment I propose should be suspended, to allow a further, short period for compliance. However, I note that the provision now of the required information may well be an empty gesture, due to the time which has passed. The seriousness of Mr Steffensen's contempts require action to be taken now, so I will not suspend the sentence. For the same reasons, I decline to indicate any division in the two-year sentence between a period reflecting punishment for the contempts on the one hand and a period intended to seek compliance (cf the approach of Adam Johnson J. in *Sahota v Newman* [2025] EWHC 3174 (Ch) at [34]). In this case, much depends on whether any belated compliance by Mr Steffensen yields any information which allows recovery of the or some part of the Sale Proceeds of the shares.

98. Finally, as DBLP pointed out, they alleged four separate instances of contempt, one for each Order. As they also pointed out, the Orders were all interlinked: the Information and Debarring Orders aimed to secure compliance with the Injunction, and the disclosure provisions of the Injunction were replicated in the Post-Judgment Injunction. In these circumstances, I have considered whether the imposition of the sentence of two years imprisonment is for a single continuing period of contempt since October 2025 or whether the sentence for each contempt should be served concurrently.

99. It is impractical to attempt to allocate particular periods to the breaches of each Order. In reality, Mr Steffensen engaged in deliberate and continuous flouting of the Orders of the Court and the period of imprisonment is in respect of that entire course of conduct.

Conclusion

100. I will make an Order reflecting these findings and will also issue a warrant for committal of Mr Steffensen, imposing a term of imprisonment of 2 years.

101. It remains open to Mr Steffensen to attempt to purge his contempts, although it remains to be seen what Mr Steffensen would be required to do. I make no finding in that regard – any assessment must be made on the evidence presented if Mr Steffensen applies. Subject to that, Mr Steffensen will be entitled to release as soon as he has served one-half of the two-year sentence, for the reason set out above at §79 above.

102. I should also record that I made an Order that Mr Steffensen must pay DBLP's costs of this contempt application on the indemnity basis and I summarily assessed those costs in the sum of £85,000 to be paid within 14 days.

103. Finally, I remind Mr Steffensen that he is entitled to appeal against the findings of contempt I have made and against sentence as of right and without permission.