



Neutral Citation Number: [2025] EWHC 1811 (Ch)

Case No: BL-2021-000873

IN THE HIGH COURT OF JUSTICE
BUSINESS & PROPERTY COURTS OF ENGLAND & WALES

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

Date: 15 July 2025

Before :

Andrew Twigger K.C. sitting as a Deputy Judge of the High Court

Between :

(1) SUNIL GUPTA
(2) SUNIL GUPTA. M.D. LLC
d/b/a Retina Speciality Institute
(a Delaware limited liability company)

Claimants

- and -

(1) OLGUN HALIL SHAH
(2) LEX FOUNDATION LIMITED
(3) NUREL HALIL SHAH
(4) KADIR HALIL SHAH
(5) KEREM HALIL SHAH
(6) MELTEM HALIL SHAH

Defendants

Mr Marc Glover (instructed by **Spencer West LLP**) for the **Claimant**
solely for the purpose of seeking an adjournment
Arnold Ayoo (instructed by **Croft Solicitors**) for the **Fourth** and **Sixth Defendants**
The **First, Second, Third** and **Fifth Respondents** did not attend and were not represented

Hearing dates: 9 June 2025

Approved Judgment

This judgment was handed down remotely at 10.30 am on 15 July 2025 by circulation to the parties or their representatives by e-mail and by release to the National Archives.

Andrew Twigger K.C. :

Introduction

1. This is my judgment in respect of applications for reverse summary judgment by the Fourth Defendant (“Kadir”) and the Sixth Defendant (“Meltem”). I hope they will not mind my using their first names for convenience. Kadir also applies to strike out the claim, currently pleaded in a Re-Amended Particulars of Claim dated 23 November 2021 (“the RAPOC”).
2. The First Defendant (“Mr Shah”) was the husband of the Third Defendant (“Mrs Shah”). They were both directors of the Second Defendant (“Lex”). The Fourth to Sixth Defendants are their adult children (“the Children”). I understand that Mr Shah died before this hearing.
3. The First Claimant (“Dr Gupta”) is an ophthalmologist and retinal surgeon based in the USA. The Second Claimant is his company and, for present purposes, there is no need to distinguish between them, so I refer to them compendiously below as either “Dr Gupta” or “the Claimants”. On 1 and 3 December 2020 Dr Gupta transferred a total of \$14 million (“the Fund”) to Mr Shah, to be invested in a “trading program”. In fact, there was no trading program and, rather than investing the Fund as agreed, Mr Shah dishonestly misappropriated sums from it in breach of trust. Sir Anthony Mann found that this was what happened, when granting summary judgment against Mr Shah and Lex on 15 March 2023 and ordering them to pay Dr Gupta \$14 million, plus interest.
4. In his judgment ([2023] EWHC 540 (Ch)), Sir Anthony Mann explained that Dr Gupta had obtained a proprietary freezing injunction against Mr Shah and Lex on 28 May 2021. Despite apparently knowing of that order, on 1 and 2 June 2021 Mr Shah had transferred around \$10 million derived from the Fund to Mrs Shah, which was credited in her account as a sterling sum of £7 million. Sir Anthony Mann held that Mrs Shah was not a *bona fide* purchaser for value without notice of Dr Gupta’s claim, because she gave no consideration for the receipt of the money, so that Dr Gupta could establish a proprietary claim against Mrs Shah in respect of an amount of around £4 million, which she had effectively retained.
5. Mrs Shah had, however, paid the remainder of the £7 million she originally received to others. Dr Gupta claimed that Mrs Shah was liable for the sums she had paid away as a constructive trustee on the basis of knowing receipt or dishonest assistance. That claim depended on establishing the relevant knowledge or dishonesty on the part of Mrs Shah, and Sir Anthony Mann concluded that, although her defence based on ignorance was weak, it should be dealt with at trial. He said in paragraph 78 that “*It is plain that at a trial Mrs Shah will have much to deal with.*”
6. The payments Mrs Shah had made to others included a sum of around £2.04 million which had been paid into two Turkish bank accounts in Mr Shah’s name

(at Ziraat Bank and Turkiye Isbank). She also made transfers on 21 June 2021 of £100,000 each to the three Children. These payments were revealed by the disclosure provided pursuant to the freezing orders obtained against Mr and Mrs Shah, and Dr Gupta thereafter re-amended his pleadings to join the Children and bring claims against them. They included proprietary claims for the three sums of £100,000, and also for sums of £10,000 which each of the Children had received directly from Mr Shah on 3 December 2021. In addition to the proprietary claims, Dr Gupta alleges that each of the Children is liable in deceit, conspiracy, dishonest assistance, knowing receipt and unjust enrichment (and I will explain these claims in more detail below).

7. The Children say that they were innocent recipients of the sums paid to them and believed they were gifts from funds derived from Mr Shah's legitimate business activities. Shortly after Dr Gupta had joined the Children to the proceedings, they each signed witness statements dated 27 August 2021, each admitting receipt of £110,000 and demonstrating where those sums still were. They each said they wished to pay that money to the Claimants, if that resulted in them being released from the proceedings.
8. On 8 September 2021, Bacon J ordered the Children to pay these sums into court, which they duly did. She also ordered all Defendants to provide disclosure of bank statements showing a receipt of £500 or more between 27 November 2020 to the date of the order, and of correspondence between them. A recital to the order recorded that the Claimants had indicated "*that they will with reasonable expedition review the need for the injunction and/or claim to continue (in part or in full) against [the Children] upon compliance with*" the disclosure order.
9. In relation to the payments of £100,000 from Mrs Shah to each of the Children, Sir Anthony Mann held that money derived from the Fund could be traced or followed into the £300,000 which had been paid into court by the Children, so that Dr Gupta had a proprietary claim to it. He, therefore, gave summary judgment against the Children to that extent, but no further.
10. Sir Anthony Mann said (in paragraph 81) that he was puzzled by the claim against each of the Children for the £10,000 received from Mr Shah because:

"...I have not detected in the documents any indication that sums of £10,000 were paid to the children out of the funds. The Barclays bank statements for the account opened to receive the Gupta moneys do not show debits of £10,000 on the pleaded date and I have not been able to detect any other bank statements which show the source, especially in the light of the undesirably chaotic way in which the papers for this application have been presented. Since I have not (as far as I am aware) been shown evidence of the source of this lesser sum of money I shall not make an order in respect of it on this application."
11. I note that Sir Anthony Mann also said (in paragraph 86) that he had seen little evidence that the Children had any knowledge (constructive or otherwise) of the source of the money they received. Further, he recorded (in paragraph 87) that, despite the Children's offers to give up the £110,000 they had each received if

they were released from the proceedings, “*Dr Gupta does not wish to release them from the proceedings because of what is said to be the possibility that they have received other sums from their father from the £2.04m he received from the mother ... and orders for disclosure of the fate of that moneys [sic] have not been complied with.*”

12. On 21 February 2024 Dr Gupta sought a debaring order against Mrs Shah and the Children, based on alleged non-compliance with various court orders. That application was heard by Thompsell J, who gave judgment on 17 May 2024 ([2024] EWHC 1189 (Ch)), deciding that Mrs Shah should be debarred from defending the continuing claims against her. He nevertheless declined to debar the Children from defending, subject to their compliance with an unless order directed at witness evidence and disclosure. It follows that the proprietary claims relating to the £10,000 which each of the Children received remain live, along with the claims against them in deceit, conspiracy, dishonest assistance, knowing receipt and unjust enrichment (“the Continuing Claims”).
13. In paragraph 64 of his judgment Thompsell J said that, as regards the Children, there was “*no evidence, as yet, that any of them received any monies that might be derived from the Claimants in excess of the £110,000 each that they acknowledge receiving.*” Although, as might be expected, Thompsell J cautioned (in paragraph 67) that nothing he said in his judgment was intended to prejudge the ultimate outcome of the Continuing Claims against the Children, his remarks are relevant because they highlighted to the Claimants over a year ago that it would be important to obtain evidence of that kind.
14. Thompsell J recorded (in paragraphs 76, 93 and 103) that it was accepted by Dr Gupta that the Children had complied “*in substance*” with the disclosure order which Bacon J made on 8 September 2021. Although they admitted breaches of the disclosure and witness statement provisions of Sir Anthony Mann’s order of 31 March 2023, Thompsell J held that the breaches were not deliberate and were, to an extent, excusable, since the Children did not really grasp the nature of the wider case against them.
15. I understand there was a further delay by the Children in providing disclosure, which resulted in the loss of a trial date. That did not, however, dissuade Thompsell J from permitting the Children to continue to defend the proceedings, since the order he subsequently made on 15 July 2024 gave directions for trial. Those directions included, at paragraph 12, disclosure of “*any documents which it is reasonable to suppose may contain information which enables any party to advance its own case or to damage that of any other party, or which leads to an inquiry which has either of those consequences.*”
16. On 2 September 2024 Dr Gupta and the Children gave disclosure pursuant to paragraph 12 of Thompsell J’s order. So far as I can tell, Dr Gupta’s disclosure list simply set out every pleading, witness statement, exhibit, bundle and judgment previously referred to during the proceedings. There does not appear to be any new material.
17. Kadir disclosed the results of comprehensive searches by his solicitor of his correspondence from 1 January 2020 to the date of disclosure, including two

email accounts, whatsapp messages, text messages, facebook messenger messages, and his calendar app. His solicitor also reviewed every bank statement for all accounts he has ever held from 2018 to date. Meltem was acting in person at the time of disclosure and her list is less extensive, but still includes a range of bank statements and correspondence.

18. Meanwhile, on 10 July 2023 Kadir had made an application for the funds frozen in his various bank accounts, which totalled around £25,000, to be released so that he could pay for legal costs. His application explained the source of all the money in his accounts. On 14 October 2024, after the Children had given the disclosure referred to in the preceding paragraph, Dr Gupta's solicitors agreed to the sum of £23,378 in Kadir's Lloyds savings account being released. In their letter of that date to Lloyds Bank they say "*The order was intended to freeze monies which traceably or arguably belonged to the Claimant. However, we have (with the assistance of [Kadir's] solicitors) come to accept that the money in the Savings Account does not meet this definition and so should not be or remain frozen.*" Thereafter, Meltem wrote to Dr Gupta's solicitors asking for a similar release and they duly gave one, in similar wording, on 7 January 2025 in relation to her Lloyds ISA and current accounts.
19. Kadir and Meltem originally made applications for reverse summary judgment on 30 December 2021. Those applications were not, however, progressed. Paragraphs 1 and 2 of Thompsell J's order of 15 July 2024 dismissed those applications, but nevertheless permitted new applications to be made by a deadline which was subsequently extended by order of Master Brightwell. That led to Kadir and Meltem issuing the applications now before me on 16 October 2024 and 14 October 2024 respectively. I understand that these applications were originally listed in February 2025, but were adjourned by consent following Meltem's instruction of her current solicitors.
20. Despite the time which has passed since the summary judgment applications were issued, the Claimants have produced no evidence in opposition to the applications. Letters from Kadir's and Meltem's solicitor in the run up to the hearing inquiring as to the Claimants' position initially produced no response. On 29 May 2025 (seven working days before the hearing), however, the Claimants' solicitor replied saying that they had been told by Mrs Shah on 22 May 2025 that Mr Shah had died, and that this might result in the Claimants applying to adjourn the hearing. An application for an adjournment was eventually issued on the morning of the hearing (Monday, 9 June 2025), supported by a witness statement of Mr Amrit Johal, the Claimants' solicitor.
21. At the hearing, Mr Marc Glover appeared for the Claimants for the limited purpose of applying for the adjournment, which I refused for reasons I said I would set out in this judgment. As a result, the summary judgment applications made by Mr Arnold Ayoo, appearing for Kadir and Meltem, was unopposed. Nonetheless, he argued the applications on their merits, and I will consider them on that basis.
22. My judgment is structured by reference to the following headings:
 - i) Reasons for refusing the adjournment;

- ii) The law;
- iii) The evidence;
- iv) Analysis of the Continuing Claims against Kadir and Meltem; and
- v) Conclusion.

i) Reasons for refusing the adjournment

23. The Claimants initially expressed some scepticism about whether Mr Shah has, in fact, died, but Mr Ayoo confirmed this on instructions, and Mr Glover's submissions were made on the basis that he had. Mr Glover submitted that an adjournment should be granted for essentially two reasons.
24. The first is that the Claimants say they should not be prejudiced by their decision not to prepare for this hearing, which they say was taken for good reasons. They have lost a substantial sum, of which only about £5 million has been recovered, prompting them to take a commercial and practical view about the merits of incurring further costs. After the summary judgment applications were first listed to be heard, the Claimants focussed their efforts on negotiating with Mr and Mrs Shah with a view to reaching a global settlement of all claims. Without waiving privilege, Mr Glover told me that the Claimants considered they were making progress with the negotiations and so had not prepared for this hearing. Amongst other matters, Mr Glover said that a substantial amount of work would have been required to review the disclosure provided by Kadir and Meltem, and a decision had been taken not to incur the costs of looking at that for the time being. Mr Shah's death means, however, that the negotiations can no longer be progressed with him, and the dynamic of negotiating solely with Mrs Shah is likely to be different. The prospect of a resolution is, therefore, now more speculative, and the summary judgment applications should be adjourned whilst the negotiations to continue.
25. Mr Johal asserts in his witness statement in support of the adjournment application that there is significant evidence which the Claimants could file which would demonstrate that there is a case for Kadir and Meltem to answer at trial, and the Claimants should have an opportunity to do that, if the negotiations prove unsuccessful. It is said that Kadir and Meltem each received sums fraudulently obtained by Mr Shah, they were copied in on emails concerned with the acquisition of an expensive family home and they failed to provide disclosure when required. Mr Glover also said that the Claimants have suspicions about how Kadir and Meltem can continue to fund their representation in this litigation, given that their combined Statements of Costs for these applications total over £90,000.
26. Mr Glover's second reason for seeking an adjournment is that Mr Shah's death means that new disclosure might now become available. Despite the Claimants having previously obtained orders for disclosure against the two Turkish banks which received the payments totalling £2.04 million from Mrs Shah, those banks have refused to co-operate in providing bank statements without Mr Shah's consent, which he has failed to give (despite the disclosure orders made

against him). Mr and Mrs Shah fled to Northern Cyprus (so far as the Claimants are aware), so they have been able to breach the court's orders with impunity.

27. Mr Shah's death ought, however, to result in a neutral individual being appointed as his personal representative who would be obliged to comply with court orders. That might mean that the Claimants could finally obtain evidence from the two Turkish banks, which might then show where the £2.04 million went. That in turn might show that Kadir or Meltem had received some of it. If not, they would be likely to be beneficiaries of Mr Shah's estate, so they would need to reach an agreement with the Claimants about what should happen to any money which might otherwise devolve upon them.
28. As I have already said, I was unpersuaded by these arguments. I bear fully in mind that the Claimants are the victims of a substantial fraud and that the conduct of Mr Shah in breaching orders for disclosure in relation to the two Turkish banks was reprehensible. As against that, however, Kadir and Meltem have had very serious allegations hanging over them for four years without any new evidence against them coming to light and they are, in my judgment, now entitled to some finality as to whether they have a case to answer.
29. The Claimants indicated to Bacon J in September 2021 that they would review the claim against the Children once they had the disclosure they were seeking. They explained to Sir Anthony Mann in February 2023 that they wished to maintain the claim against the Children because they had not been able to obtain disclosure from the two Turkish banks. After Thompsell J's judgment in May 2024, the Claimants knew there was still no evidence that the Children had received anything from the Fund in excess of the £110,000 they each admitted receiving (and as to £10,000 of that sum, it had not yet been established that it derived from the Fund). The Claimants were on notice thereafter that these summary judgment applications might be made, and they have had over a year since then to consider their position.
30. The Claimants' decision to spend that time focussing on negotiating a global settlement with Mr and Mrs Shah rather than incurring the costs of preparing for this hearing is understandable from a financial perspective, but necessarily entailed the risk that a compromise might not be reached by the time of the hearing. Dr Gupta might not have anticipated the reason why, as matters turned out, a deal could not be done in time, namely Mr Shah's death. Nevertheless, the Claimants took the risk, and they had the benefit of legal advice.
31. The unparticularised allegations Mr Johal makes against Kadir and Meltem in his witness statement appear simply to be repetitions of the points which have been made against them from the outset (which I address below). As to their funding of these applications, Mr Ayoo told me that there are arrangements in place with the legal team in relation to funding which mean that the suggested inferences (that they are likely to have received money derived from the Fund) cannot properly be drawn.
32. The only new development to which the Claimants can point is the possibility that some further disclosure may now be available through the appointment of a personal representative who can be assumed to be co-operative. Even on that

assumption, however, the notion that evidence will come to light which supports a claim against Kadir and Meltem is highly speculative. The Turkish banks may not co-operate with the personal representative. If they do, the disclosure of bank statements may not show what happened to the £2.04 million. Over four years have passed since the transfer to the Turkish banks took place, and the trail may long since have gone cold.

33. Even if the trail is still warm, there is no sound evidential basis for thinking that any of the £2.04 million may have been transferred to Kadir or Meltem. It does not follow merely from the fact that Meltem lives in New Zealand that funds would have been transferred to her from Turkey. Besides, both Kadir and Meltem have given substantial disclosure of their bank statements without any suspicious payments being revealed. The Claimants have agreed to release Kadir's and Meltem's bank accounts from the freezing orders because none of the Fund was paid into those accounts. They have since had further financial disclosure from Kadir and Meltem which they have chosen not to review.
34. There is, therefore, no reason for thinking that evidence which could materially affect the outcome against Kadir or Meltem is likely to come to light, if the summary judgment applications are adjourned. The fact that they may be beneficiaries of Mr Shah's estate is not a reason to allow direct claims against them to be maintained. The Claimants must, therefore, take the consequences of their decision not to incur any costs of preparing for this hearing. In my judgment, the Overriding Objective of dealing with cases justly and at proportionate cost strongly favours dealing with these summary judgment applications without further delay.

ii) The law

35. So far as summary judgment is concerned, CPR 24.3 provides:

“The court may give summary judgment against a claimant... on the whole of a claim or on an issue if—

(a) it considers that party has no real prospect of succeeding on the claim...or issue; and

(b) there is no other compelling reason why the case or issue should be disposed of at a trial.”

36. As is well known, in *Easyair Ltd v Opal Telecom Ltd* [2009] EWHC 339 (Ch) Lewison J summarised the approach the court should take to summary judgment, which has subsequently been approved by the Court of Appeal in *AC Ward & Sons Ltd v Catlin (Five) Ltd* [2009 EWCA Civ 1098, [2010] Lloyd's Rep. I.R. 301. The court must consider whether the claimant has a “realistic” as opposed to a “fanciful” prospect of success. A “realistic” claim carries some degree of conviction and is more than merely arguable. Lewison J continued:

“iii) In reaching its conclusion the court must not conduct a “mini-trial” ...

iv) *This does not mean that the court must take at face value and without analysis everything that a claimant says in his statements before the court. In some cases it may be clear that there is no real substance in factual assertions made, particularly if contradicted by contemporaneous documents...*

v) *However, in reaching its conclusion the court must take into account not only the evidence actually placed before it on the application for summary judgment, but also the evidence that can reasonably be expected to be available at trial...*

vi) *Although a case may turn out at trial not to be really complicated, it does not follow that it should be decided without the fuller investigation into the facts at trial than is possible or permissible on summary judgment. Thus the court should hesitate about making a final decision without a trial, even where there is no obvious conflict of fact at the time of the application, where reasonable grounds exist for believing that a fuller investigation into the facts of the case would add to or alter the evidence available to a trial judge and so affect the outcome of the case...*

vii) *... If it is possible to show by evidence that although material in the form of documents or oral evidence that would put the documents in another light is not currently before the court, such material is likely to exist and can be expected to be available at trial, it would be wrong to give summary judgment because there would be a real, as opposed to a fanciful, prospect of success. However, it is not enough simply to argue that the case should be allowed to go to trial because something may turn up which would have a bearing on the question of construction..."*

37. In relation to Kadir's alternative application to strike out the RAPOC against him, CPR 3.4(2) provides:

"The court may strike out a statement of case if it appears to the court— (a) that the statement of case discloses no reasonable grounds for bringing...the claim..."

38. In my judgment, the arguments Mr Ayoo made were not principally concerned with whether the pleaded facts, even if true, disclose no legally recognisable claim. They were largely focussed on whether, on the basis of the evidence which has emerged, the pleaded case has a real prospect of success. I will, therefore, concentrate on whether Kadir and Meltem are entitled to summary judgment, rather than whether the RAPOC should be struck out (which does not, in any case, fall within Meltem's application).

iii) The evidence

39. Kadir made a witness statement in support of his application. He explains that he knew nothing about the events with which these proceedings are concerned until his bank accounts were frozen as a result of the freezing order. He was 25 years old at the time Mr Gupta sent the Fund to Mr Shah. Although he lived with his parents at the family home in the UK, Kadir was not involved in Mr

Shah's business and knew nothing about it, other than that it involved finance and trading. He had heard the name of Lex mentioned, but knew nothing more. He was not a director of Lex, nor acted as one, nor instructed its directors what to do, nor did anything on its behalf. He works in film and television production.

40. Kadir accepts that he received the £10,000 from his father on 3 December 2020. It was received in his Lloyds Classic account and he immediately transferred it to his Lloyds Standard Saver account to earn some interest. That is where it remained until it was paid into court, as explained above. Kadir remembers his father telling him that he had made money from his business dealings and wanted to give Kadir a gift as a reward for his hard work completing his university course.
41. Kadir also accepts that he received the £100,000 from his mother on 21 June 2021. This was paid into his Lloyds Graduate account and then transferred to the Lloyds Standard Saver account. Both Mr and Mrs Shah told him that this was a gift and, although he was surprised that it was such a large sum, he had been told that Mr Shah had done a successful business deal and that things were going well with Mr Shah's work. Kadir says he had no reason to believe the money had not come from a legitimate source. Mr Shah had previously paid for Kadir to attend Charterhouse and had spoken about deals involving large sums of money.
42. Kadir offered to pay the £110,000 to Dr Gupta's solicitor within two days of becoming aware of these proceedings, in the hope of being released from the claim. He provided a witness statement and provided copies of bank statements. He complied in substance with the order of Bacon J dated 8 September 2021, providing further financial disclosure, including all accounts containing £500 or more from 27 November 2020 to the date of the order. He also gave disclosure of correspondence with family members, including his mother and father from 10 November 2020 onwards.
43. Kadir's statement draws attention to the scope of the disclosure exercise he subsequently carried out with the assistance of his solicitor and refers to some of the matters discussed in the family correspondence. These include messages from Mr Shah to Kadir concerning properties that Mr Shah was considering purchasing between March and May 2021. Kadir explains that this was something his father sometimes did, and that he simply assumed any purchase would be funded by his father's legitimate business activities. He refers to the fact that most of the correspondence deals with trivial matters.
44. Meltem also made a witness statement in support of her application. She explains that she knew nothing about Dr Gupta until she received notice of the claims being made against her, which she discussed separately with Mr and Mrs Shah at around the time she made her first witness statement on 27 August 2021. Meltem had left the UK in 2013 to live abroad. (I was told by Mr Ayoo that she is currently in New Zealand, where she works as an office manager for a stainless-steel fabrication company.) She has limited day-to-day interaction with her family and was not involved in Mr Shah's business affairs. Like Kadir, she had heard the name of Lex mentioned, but was not a director, nor acted as one, nor instructed its directors what to do, nor did anything on its behalf.

45. Like Kadir, she accepts that she received both £10,000 from her father and £100,000 from her mother. The £10,000 was received in her Lloyds current account in the UK. Mrs Shah told her the money was hers to do what she wanted with, but suggested she treat it as a “*nest egg*”. She is fairly certain she also spoke to Mr Shah about it at some point, who said the same. Meltem transferred the money to her Lloyds Cash ISA, also in the UK. She believed it was a gift made in good faith from her father’s legitimate business earnings.
46. Meltem received the £100,000 in her UK Lloyds current account on 21 June 2021, which was her birthday. Mrs Shah told her that the money should be treated as savings. She was not surprised by the size of the payment because her mother had previously told her that Mr Shah’s business was doing well. She assumed “*the money was my parents’ for them to give.*” She did not discuss the £100,000 with Mr Shah until after she learned about the proceedings. Meltem transferred the money to her Lloyds savings account, also in the UK.
47. Like Kadir, Meltem offered to pay the £110,000 to Dr Gupta’s solicitor within two days of becoming aware of these proceedings, in the hope of being released from the claim. She also complied in substance with the disclosure order of Bacon J dated 8 September 2021, including providing a full suite of bank statements and family correspondence. She provided further disclosure in September 2024.
48. Meltem’s statement addressed the specific allegation against her that, because she lived abroad, Mr Shah made payments to her to remove money misappropriated from the Fund out of the jurisdiction. Apart from the £110,000 which she accepts receiving, her bank statements do not evidence any substantial receipts from her father.
49. In the absence of evidence or argument from Dr Gupta, I have considered these witness statements carefully. In my judgment, they are consistent with two innocent individuals doing their best to prove that they were not involved in a fraud committed by their father. They admitted receipt of the money as soon they were told about the proceedings and offered to pay it all to the Claimants. They provided disclosure of their bank statements and family correspondence. Although there was a suggestion that there had been non-compliance with later orders for disclosure, Thompsell J considered that those breaches were not deliberate, and there has since been further disclosure pursuant to his order. The Claimants decided not to look at that disclosure, but they have not suggested that it has been inadequate.
50. In the absence of any evidence that Kadir and Meltem received any other money derived from the Fund (as I discuss below), I do not consider the fact that they accepted the sums of £110,000 they were given as probative of involvement in fraud. Those were much larger sums than their parents had ever given them before, but people do not generally assume that their parents have stolen money when they make generous gifts. Mr Glover submitted, when seeking an adjournment, that gifts of this size were inconsistent with the family’s lifestyle and referred to Mr Johal’s witness statement, which suggests that the family home was “*a very modest flat above a shop in a town*” and that Mrs Shah was in receipt of Income Support. Even if that is right, Mr Shah had evidently been

able to afford to send Kadir to Charterhouse and had told the family that his business was doing well. In those circumstances, it cannot be said that Kadir and Meltem would only have accepted the money if they had been involved in the fraud. There is an innocent explanation which is, in my judgment, much more likely; namely, that they believed what their parents told them about the success of Mr Shah's business.

51. Nor is there anything necessarily suspicious about Mr Shah copying Kadir in to emails about properties he wanted to purchase. That seems to be the only point the Claimants have been able to glean from the substantial number of communications between family members which have been disclosed. Without more, it cannot be inferred from emails of that kind that Kadir (let alone Meltem) was involved in Mr Shah's fraud.
52. To my mind, the most significant aspect of Kadir's and Meltem's conduct is that they put the money they received into UK savings accounts and left it there. The sums of £100,000 came to them from Mrs Shah, out of a sum she had received from Mr Shah in breach of the freezing order which had already been obtained against him. If Kadir and Meltem had been involved in some way with Mr Shah's fraud, or with concealing its proceeds, Mr or Mrs Shah would surely have told them what was happening, and it is likely that they would have spent the money or tried to hide it. In Meltem's case, in particular, she could have attempted to transfer the money to New Zealand. But the full amounts were still in the UK savings accounts nearly two months later, when injunctions were obtained against them on 20 August 2021. That is far more consistent with them having no idea what was going on.
53. Whilst the Claimants might wish to test the evidence of Kadir and Meltem in cross-examination at trial, I agree with Mr Ayoo that there are no reasonable grounds for believing that this would be likely materially to alter or add to the available evidence. There would have to be some cogent reason for thinking that their oral evidence could be undermined under questioning, but I cannot presently see any such reason. The Claimants have had plenty of opportunity to review the available evidence and explain how they would put their case. Their decision not to do so may have been taken for good commercial reasons, but nevertheless means that I have no reason for thinking there is any real prospect of Kadir's and Meltem's evidence being disbelieved at trial.

iv) Analysis of the Continuing Claims against Kadir and Meltem

54. As explained above, the Continuing Claims pleaded in the RAPOC against Kadir and Meltem are claims in deceit, conspiracy, dishonest assistance, knowing receipt and unjust enrichment. Before considering each of these in turn, I will first address the remaining proprietary claims.

The proprietary claims

55. Sir Anthony Mann has already given judgment on the Claimants' proprietary claim for the sums of £100,000 paid by Mrs Shah to each of the Children on 21 June 2021. He did not, however, reach a conclusion in relation to the sums of

£10,000 paid to each of the Children on 3 December 2020, which Paragraph 14.14 of the RAPOC alleges were derived from the Fund.

56. The RAPOC is somewhat vague as to whether a proprietary claim is made to any other sums. Paragraph 22.A.17 of the RAPOC appears in the context of allegations of knowing receipt and dishonest assistance, but potentially also includes a proprietary claim to “*any part of the Fund received*” by the Children. Mr Ayoo’s submissions sensibly proceeded on the footing that he would need to satisfy me that there was no real prospect of the Claimants showing that any part of the Fund was received by Kadir and Meltem and I will consider that issue below.
57. Mr Ayoo took me through the bank statements exhibited by Kadir and Meltem. He explained that his clients no longer had a copy of the statements from Mr Shah’s account at Barclays Bank into which the Fund was paid. Those statements had been before Sir Anthony Mann, but the relevant copies in his clients’ possession had become corrupted. Nevertheless, in the passage from paragraph 81 of Sir Anthony Mann’s judgment quoted above, he found that those statements did not show debits of £10,000 on 3 December 2020. I have no reason to think he could have been wrong about that. I have seen the statements of the accounts into which the relevant sums were paid. The statement for Kadir’s account gives a reference number, but it does not match the sort code or account number of the account into which the Fund was paid.
58. On the basis of the witness statements, the bank statements I have been shown, and the finding of Sir Anthony Mann, I am satisfied that there is no real prospect of the Claimants demonstrating that the sums of £10,000 sent to Kadir and Meltem on 3 December 2020 were derived from the Fund.
59. I am also satisfied that there is no real prospect of the Claimants showing that either of them received any sums derived from the Fund apart from the £100,000 they each received on 21 June 2021. So far as I can see, the bank statements which were most likely to show whether Kadir or Meltem had received any sums derived from the Fund were disclosed pursuant to the order of Bacon J dated 8 September 2021. The Claimants accepted before Thompsell J that Bacon J’s order had been complied with in substance. Yet Thompsell J noted in paragraph 64 of his judgment that there was still no evidence at that stage that any of the Children had received money derived from the Fund in excess of the sums they acknowledged receiving.
60. As explained above, when the Claimants gave disclosure in September 2024, they do not appear to have disclosed any new material. The bank statements disclosed by Kadir in September 2024 run to over 500 pages and arguably went beyond what was required by the disclosure order. Those disclosed by Meltem are less extensive, but still amount to over 90 pages. As explained above, the Claimants have not yet reviewed these. However, they do not appear to have needed to review that disclosure before agreeing to release Kadir’s savings account and Meltem’s ISA and current accounts from the freezing orders. The Claimants’ decision not to review the disclosed documents in advance of these summary judgment applications suggests that they did not consider it

sufficiently likely that they would find any useful evidence to make it worth incurring the costs of the exercise.

61. In all the circumstances, I do not consider that reasonable grounds exist for believing that, if the Claimants were now to carry out a review of all the currently available documents, they would find something which might materially affect the view of a trial judge. Nor do I consider that there are reasonable grounds for thinking that Kadir and Meltem have relevant documents which they have not disclosed already. There is simply no evidence from which it can be inferred that Kadir or Meltem might have received money derived from the Fund in addition to the sums of £100,000 which they have always admitted receiving. The family connection is not enough by itself.
62. When seeking the adjournment, Mr Glover suggested that the Claimants might now be able to obtain disclosure from Mr Shah's estate in relation to the two Turkish bank accounts into which money from the Fund was paid, and that it might transpire that money had been passed from those accounts to Kadir and Meltem. As I have already explained in the context of the adjournment application, that seems to me to be pure speculation which falls well short of Lewison J's description of material which is "*likely to exist and can be expected to be available at trial.*"

Deceit

63. Paragraphs 5 to 9 of the RAPOC allege that Mr Shah made various representations (defined as the "*Pre-Remittance Representations*") to Dr Gupta orally and/or in writing, in reliance on which Dr Gupta signed an agreement for participation in a trading program and paid \$14 million into Mr Shah's account. Paragraph 12 alleges that Mr Shah and Lex made the representations knowing them to be false, or recklessly. Paragraph 13 then repeats the representations in different language and paragraph 14 alleges that they were false. None of these paragraphs of the RAPOC suggests that the Children had anything to do with the representations themselves.
64. Paragraph 12A contains the basis on which the Children are said to be responsible for representations made by Mr Shah, as follows:

"The Pre-Remittance Representations were made by [Mr Shah] on his own behalf and/or on behalf of [Lex] and/or [Mrs Shah and the Children] and can be attributed to them or in the alternative they are vicariously liable for the said representations."
65. In addition, the Children are alleged in paragraph 16 of the RAPOC to be:

"...responsible for the false nature of the representations made by [Mr Shah] as co-director of [Lex] and/or its associated companies (and whether de jure or de facto or shadow) and/or as a co-conspirator of [Mr Shah], as set out below."
66. These allegations appear to me to be fanciful. Taking them in turn, the notion that Mr Shah made the representations on behalf of the Children, or that his

representations can be attributed to them, appears to contemplate him being their agent. No proper basis for that contention is pleaded. There is no allegation, let alone evidence, that Kadir or Meltem had given Mr Shah actual authority to make the representations, nor that Mr Shah had held himself out as representing them (indeed, it is implausible that Dr Gupta would have been impressed by Mr Shah saying that he was acting on behalf of his children).

67. The allegation that the Children are vicariously liable for Mr Shah's representations also lacks any pleaded or evidential foundation. The Children were obviously not Mr Shah's employers and there is no factual basis for saying that their relationship was akin to one of employment. They were his children, not his managers.
68. Whilst the Fifth Defendant ("Kerem") was a director of Lex (although he was only appointed on 23 April 2021), neither Kadir nor Meltem ever was. There is no proper pleaded basis for the contention that they were *de facto* or shadow directors. There is no evidence that either of them was ever held out as being a director of Lex, or assumed to act as such, or fulfilled functions for Lex which only directors could properly discharge. Nor is there any evidence that either of them gave directions or instructions to Mr Shah on which he was accustomed to act.
69. I have set out Kadir's and Meltem's evidence on these issues above. There is no discernible connection between them and the business conducted by Mr Shah (including Lex), other than being Mr Shah's children. There is no evidence that either of them has had any involvement with Mr Shah's business activities, let alone with the particular representations alleged. I am satisfied that the Claimants have no real prospect of showing that Kadir or Meltem is liable for the alleged deceit.
70. In the light of that conclusion, it is not strictly necessary to consider the allegations in paragraph 15 of the RAPOC, from which it is alleged that it should be inferred that the Defendants knew that the representations were false, or that they were reckless as to their truth. The allegations have some relevance, however, for the other claims, so I will deal with the three points which relate to Kadir and Meltem. The first (in sub-paragraph 15.4.4.2) is their receipt of £100,000 each on 21 June. I have already explained why their evidence is, in my judgment, consistent with them having received these sums in ignorance of Mr Shah's fraud. The mere fact of receipt does not lead to the conclusion that they knew Mr Shah's representations were false and, in any case, there is no evidence that they even knew he had made them.
71. The second point (in sub-paragraph 15.11) is an allegation that Kadir and Meltem failed to provide information and documents in breach of the freezing order granted by ICC Judge Jones on 20 August 2021. Lengthy extracts from the freezing order are set out in the RAPOC, which is then said to have been breached because the Children "*each failed to provide any information and/or documents in relation to the \$9.9M and/or the Fund and failed to provide full information relating to their assets thereby demonstrating unlawful and wrongful intentions in relation to the Fund.*"

72. My understanding is that Kadir and Meltem did provide information relating to their assets pursuant to that order. The Claimants' later application to Thompsell J to debar the Children from defending the proceedings did not rely on any alleged breaches of the order made on 20 August 2021 and the Claimants accepted that there had been compliance in substance with the order of Bacon J on 8 September 2021. The remaining complaint, therefore, is that the Children did not provide information relating to the Fund, or the sum of around \$10 million which Mr Shah paid to Mrs Shah. Their "failure" to provide that information is, however, consistent with them not knowing anything about those matters. There is nothing to establish that the Children actually knew something which they then failed to disclose.
73. The third point (in paragraph 15.15) is an allegation that Kadir and Meltem failed to provide exculpatory evidence when invited to volunteer it in correspondence on 1 September 2021. Mr Ayoo explained that the relevant correspondence was written shortly prior to the hearing before Bacon J, when the Children were still dealing with the initial consequences of the freezing orders made against them and substantial disclosure was being sought. In any event, as I have explained, they did subsequently comply in substance with the disclosure orders made by Bacon J, so it does not seem to me that much significance can be attached to a failure to respond to the earlier letter. There is a world of difference between a short delay in providing evidence and a failure to provide evidence altogether.
74. For these reasons, I conclude that the Claimants have no real prospect of establishing that Kadir or Meltem knew that the representations made by Mr Shah were false. Moreover, there does not appear to be any evidence that Kadir or Meltem even knew that the representations had been made.

Trust claims

75. Paragraphs 20 to 22 of the RAPOC make allegations against the "*Defendants*" collectively, that they acted as trustees of the Fund, or as agent, and that they breached their fiduciary and common law duties. The wording of these paragraphs is almost entirely unamended from their form prior to the amendment and re-amendment of the Particulars of Claim, so they date from a time before Mrs Shah or the Children were "*Defendants*". Mr Ayoo submitted, and I agree, that these paragraphs cannot sensibly be intended to make claims against the Children. If they are so intended, there is no realistic prospect of the claims succeeding, since there is no factual basis for contending that the Children were trustees of the Fund, or agents for Dr Gupta.

Unlawful means conspiracy and conspiracy to injure

76. Paragraphs 22.A.1 to 22.A.4 were added to the Particulars of Claim when it was first amended to include Mrs Shah as a party. They were then expanded in the re-amendment to include the Children. Paragraph 22.A.1 alleges that all the Defendants, which it defines as "*the Combiners*", are "*closely associated to one another*" and that they "*have been and continue to be concerned in acting together in furtherance of the fraud aforesaid alternatively breach of*

trust/fiduciary [duty], and in causing economic injury to the Claimants in the appropriation and/or use of the Fund and conduct in this action...”

77. Paragraph 22.A.2 then alleges various unlawful acts. The first four of these relate only to Mr and Mrs Shah. The fifth is the receipt by each of the Children of the sums of £10,000 and £100,000. The sixth is an alleged failure by each of the Defendants to provide information in compliance with the court’s orders, although the pleaded allegations focus on failures by Mr and Mrs Shah specifically. The seventh is an alleged “*making of false or misleading witness statements.*”
78. Paragraph 22.A.3 then claims in summary that, on an unknown date, the Defendants “*conspired and combined together to injure the Claimants by unlawful means*” and paragraph 22.A.4 pleads loss and damage.
79. These allegations do not clearly particularise the facts from which the court is invited to infer that Kadir and Meltem were parties to an agreement to commit the acts complained of (as opposed to particularising the alleged unlawful acts). The relevant allegations seem to be that the Defendants are “*closely associated to one another*” and that Kadir and Meltem had each received the £110,000. As to the latter point, for the reasons I have already given, the receipt of the money does not establish that Kadir and Meltem were involved in a conspiracy with Mr Shah. If Kadir and Meltem thought that those sums were derived from Mr Shah’s legitimate business activities, there is no basis to infer that they agreed with him to commit unlawful acts.
80. So far as the close association between the Defendants is concerned, the Claimants’ position seems to be that a conspiracy should be inferred simply from the fact that the Defendants are members of the same family. Even without evidence from Kadir and Meltem, this would be a stretch. There is nothing, however, to undermine Kadir’s evidence that he works in film and television production and has nothing to do with his father’s business or Lex; likewise, there is no reason to doubt that Meltem works for a stainless-steel fabrication company and has lived abroad for many years. They have disclosed a substantial number of communications amongst family members, without anything being revealed to which the Claimants can point as evidence of conspiracy.
81. The allegations of failure to provide information in compliance with the court’s orders and making false witness statements do not take the matter any further. Although these allegations are barely particularised, I understand the nub of them to be that the Defendants failed to reveal what had happened to the Fund, or to the sum of around \$10 million which Mr Shah paid to Mrs Shah. There may be force in those points as against Mr and Mrs Shah. But the argument becomes circular as against Kadir and Meltem: a failure to say what happened to the money is said to justify an inference that there was a conspiracy to conceal it, but that inference can only be drawn if it is assumed that Kadir and Meltem knew what had happened to the money in the first place. As explained above, all the evidence suggests that Kadir and Meltem have complied in substance with all their disclosure obligations.

82. Ultimately, the allegations of conspiracy made some sense when the alleged conspirators were limited to Mr and Mrs Shah. As Sir Anthony Mann said, Mrs Shah would have much to deal with at trial (although, of course, she was subsequently debarred from defending). But, for the reasons I have given, there is no real prospect of the Claimants succeeding in showing that Kadir and Meltem conspired to use unlawful means or to injure the Claimants.

Dishonest assistance and knowing receipt

83. Paragraphs 22.A.5 to 22.A.11 concern claims against Mrs Shah. Paragraph 22.A.12 alleges that the Children knew that the Fund, or the sums of £100,000 and £10,000 which they received, were “*wrongfully obtained from the Claimants and/or was trust money and/or were reckless in that regard.*” It is alleged that knowledge is to be inferred from “*the facts and matters set out herein*” including ten listed matters (to which I will return in a moment). Paragraph 22.A.13 alleges that those same facts and matters demonstrate dishonesty on the part of the Children, and it is said that they must have known that the transfer of the sums of £100,000 and £10,000 to them was “*consistent with their parents or one of them attempting to conceal ... the location of the Fund and the dissipation of the Fund.*” That allegation depends, of course, upon the Children knowing something about the Fund in the first place. Paragraphs 22.A.14 to 22.A.17 then allege dishonest assistance or knowing receipt on the part of the Children, giving rise to a liability to account as constructive trustee. The nature of the “*assistance*” alleged in paragraph 22.A.16 is simply the receipt of “*the £100,000 and £10,000 and other parts of the Fund.*”
84. The conclusions I have already reached in relation to other claims make it possible to deal briefly with some of the allegations relating to knowing receipt and dishonest assistance. First, I have held that there is no real prospect of the Claimants showing that the sums of £10,000 received by each of Kadir and Meltem on 3 December 2020 were derived from the Fund. It follows that there can be no knowing receipt claim in respect of those sums, nor can there have been any assistance or dishonesty involved in the receipt of them. Secondly, I have held that there is no real prospect of the Claimants establishing that Kadir and Meltem received any sums derived from the Fund apart from the sums of £100,000 which they each received on 21 June 2021. Since those sums have already been repaid pursuant to Sir Anthony Mann’s judgment, it follows that there cannot be any remaining claim for knowing receipt against Kadir and Meltem.
85. That leaves the claims in dishonest assistance. As already explained, those claims (as pleaded) are founded on the allegation that the receipt by each of Kadir and Meltem of £100,000 on 21 June 2021 assisted Mr and Mrs Shah to conceal the whereabouts of the Fund and to dissipate it. It is not obvious that the payments to Kadir and Meltem did assist in that way, because the money remained unspent in UK accounts, where it could easily be traced. More importantly, however, establishing that any such assistance was dishonest, depends on Kadir and Meltem having known, or at least suspected, that Mr and Mrs Shah were not entitled to the money.

86. I have explained above why the evidence which Kadir and Meltem have consistently given, to the effect that they knew nothing about Mr Shah's fraud and believed that the £100,000 they each received came from Mr Shah's legitimate business earnings, has the ring of truth. Nevertheless, I will consider the ten matters listed in in paragraph 22.A.12 from which it is alleged that dishonesty "*is apparent alternatively is to be inferred.*"
87. The first and tenth points relate solely to Kerem, who was a director of Lex. They do not advance the claim against Kadir and Meltem.
88. The second point is the Children's close relationship with Mr and Mrs Shah and with each other. This is linked with the third matter, namely a representation by Mr Shah and Lex that Lex was a "*Halil-Shah family enterprise.*" Thompson J referred to this point in paragraph 66 of his judgment of 17 May 2024. He pointed out that a business can be a family business without all members of the family being part of it. The same points can be made as in relation to the allegation that a conspiracy should be inferred from a close association between the Defendants. There is nothing to undermine Kadir's and Meltem's evidence that they have their own careers and have nothing to do with their father's business or Lex. They have each disclosed a substantial number of communications amongst family members, without the Claimants being able to identify anything which indicates that Kadir or Meltem knew about Mr Shah's fraud. His messages to Kadir about properties he wanted to buy are well capable of an innocent explanation (and could not implicate Meltem). Ultimately, it is fanciful to suggest that children of a fraudster must have been involved in his fraud simply because they are his children, even if (in the case of Kadir only) they live in the same property. More than that is required.
89. The fourth matter relied on by the Claimants is Mr Shah's alleged use of Meltem's bank account to make foreign payments. That would be a valid point (at least against Meltem) if there were any evidence that Mr Shah did, in fact, use Meltem's bank account to make foreign payments. Despite Meltem's disclosure of her bank statements, the Claimants have not identified any evidence of such payments. Indeed, both the £10,000 paid to Meltem on 3 December 2020 and the £100,000 paid to her on 21 June 2021 were received into UK bank accounts and neither was transferred abroad.
90. The fifth point is an alleged failure to provide all information required from the court's orders from time to time. In this regard, paragraph 22.A.12.5 says that particulars are "*set out above,*" which appears to be a reference to subparagraphs 15.11 and 15.15. I have dealt with these above in the context of the allegation that Kadir and Meltem knew that the representations made by Mr Shah were false. For the reasons I have given, their response to the freezing order gives no grounds for inferring that Kadir and Meltem were dishonestly involved in concealing and dissipating the Fund. On the contrary, their swift disclosure of the whereabouts of the £110,000 they had each received from their parents is consistent with their honesty.
91. The sixth matter identified by the Claimants is that the sums of £100,000 and £10,000 received by the Children were "*exceptional*". The seventh matter is that the sums of £100,000 were beyond Mrs Shah's financial wherewithal. Both

Kadir and Meltem have explained that they believed the money (including that which came via Mrs Shah) derived from their father's legitimate business, which they understood to be successful. If the sums had been several times larger, this evidence might raise an eyebrow. But given that they understood Mr Shah to be involved in finance, and given that he had paid for Kadir's private education, I do not consider it implausible for them to have thought that he might legitimately have earned £300,000 which he wanted to pass on to them. As I have said, people do not generally assume that their parents have stolen money when they make generous gifts.

92. The eighth matter relied on by the Claimants is the Children's alleged failure to "volunteer" disclosure of correspondence between each other which might exculpate them. In so far as this repeats the allegation in paragraph 15.15 of the RAPOC, I have dealt with it already. If it is an allegation relating to disclosure more widely, a substantial amount of correspondence between family members has now been disclosed and the Claimants have not identified any categories of correspondence which they say are missing. If the point is merely that the correspondence might voluntarily have been produced sooner, I do not consider that any inferences can properly be drawn. Kadir and Meltem complied in substance with the disclosure orders made by Bacon J on 8 September 2021, at a fairly early stage of the proceedings so far as they were concerned. Moreover, it would always have been hard for Kadir and Meltem to convince the Claimants of their innocence at an early stage of the proceedings: statements that there was nothing to disclose were likely always to have been met with scepticism.
93. The ninth point is an alleged failure by Meltem to provide information relation to her foreign residence and foreign banking details "*in particular in circumstances where it is apparent that the Claimants claim that the £2.04M has been transferred abroad.*" There are bank statements in evidence relating to New Zealand bank accounts in Meltem's name, which I infer were disclosed after the RAPOC was filed. The Claimants have not identified any missing information. Moreover, the £2.04 million referred to was (as I understand it) made up of two payments from Mrs Shah to Turkish bank accounts in Mr Shah's name. It is unrealistic to seek to infer from those payments that sums are likely to have been paid to Meltem in New Zealand, particularly when the sums which Mrs Shah did pay to her were paid into UK accounts. Moreover, this point obviously has no bearing on the claim against Kadir.
94. For all these reasons, I do not consider that the Claimants have a real prospect of establishing at trial that Kadir or Meltem knew that the sums of £100,000 they were each paid on 21 June 2021 had been obtained as a result of wrongdoing by Mr Shah, or that their receipt of those sums amounted to dishonestly assisting Mr or Mrs Shah to conceal or dissipate the Fund. Nor is there any real prospect of the Claimants establishing that Kadir or Meltem dishonestly assisted Mr or Mrs Shah in any other way: there does not seem to me to be any cogent reason for thinking that the evidence of Kadir or Meltem, which I have considered above, could be undermined by reference to the ten points raised in paragraph 22.A.12 of the RAPOC.

Unjust enrichment

95. Paragraph 22.A.18 of the RAPOC asserts an alternative claim against the Children in unjust enrichment. No explanation is given. However this claim might be intended to be put, it seems to me that the requirement for an enrichment must involve Kadir and Meltem actually receiving money derived from the Fund. The sums of £100,000 they received have already been repaid and, for the reasons I have already given, there is no real prospect of the Claimants establishing that Kadir and Meltem received any other sums derived from the Fund. There is, therefore, no real prospect of the unjust enrichment claim succeeding.

v) Conclusion

96. For the reasons I have given, I consider there is no real prospect of the Claimants succeeding at trial on any of the Continuing Claims asserted in the RAPOC against Kadir or Meltem. There is no other compelling reason why the case should be disposed of at trial. On the contrary, it is in my view consistent with the Overriding Objective to dispose of the Continuing Claims and allegations of dishonesty now with a view to saving costs, avoiding a waste of court time and ensuring fairness for Kadir and Meltem. They are, therefore, entitled to summary judgment pursuant to CPR 24.3.
97. I invite the parties to attempt to agree an order reflecting my decision, including in relation to costs if possible, but a short consequential hearing can be arranged if required.