Neutral Citation Number: [2001] EWHC 1 (Mercantile)

MERC NO. 1 MC 000410

IN THE HIGH COURT OF JUSTICE
QUEENS BENCH DIVISION
LEEDS MERCANTILE COURT

29 October 2001

B e f o r e :

His Honour Judge McGonigal

AOOT KALMNEFT
(a legal entity existing under the laws of the Republic of Kalmykia) **Claimant**

and

DENTON WILDE SAPTE (a firm)

Mr. Peter Levine of Messrs. Peter Levine for the applicant
Mr. Andrew Lennon (instructed by Messrs. Denton Wilde Sapte) for the defendants

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HTML VERSION OF JUDGMENT

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1. The Claimant ("Kalmneft") is an oil producing company incorporated under the laws of the Republic of Kalmykia. It has issued these proceedings against the Defendant, the well known firm of London solicitors, for disclosure of documents which the solicitors hold as a result of acting for Amerco International Oil Limited ("Amerco"), a company registered in Guernsey. I will refer to the Defendants as "Denton Hall" which is the name by which they were known at the relevant time. Amerco were struck off the register in Guernsey on 28 July 1999 for failing to file annual returns. Denton Hall have, therefore, been unable to get instructions from their client whether or not to disclose the documents sought by Kalmneft. Denton Hall have properly adopted a neutral attitude to the application and appeared by counsel only to ensure that all

appropriate matters were before the court if the court decided to make an order for disclosure overriding Amerco's legal professional privilege. They have in that context pointed out that the disclosure sought by Kalmneft is somewhat wider than the disclosure that has been granted in previous cases such as Norwich Pharmacal Co. v Customs and Excise [1974] AC 132 and other relevant cases. I am grateful to Mr Peter Levine, the solicitor to Kalmneft, and Mr Lenon, counsel for Denton Hall, for their helpful submissions. I was satisfied that the disclosure sought by Kalmneft in this case is consistent with the principles established by Norwich Pharmacal and the other cases. I therefore granted the application and indicated I would give my reasons later. This judgment sets out those reasons.

2. I will begin by outlining the facts as they are presented in the witness statements of Mr Levine for Kalmneft. Kalmneft held discussions with a company called Amerco International Limited in 1995. That company appeared to be an American corporation and there is an Amerco International Limited which ("American Amerco") was registered in Delaware on 6 December 1994 with Mr J J Chrysler (Mr Chrysler") as an officer. Mr Chrysler wrote to Kalmneft on 27 December 1995 referring to Mr Vitaly Nikoiayevich Daginov ("Mr Daginov") as a point of contact between Kalmneft and American Amerco. Those discussions proved fruitless but following further contacts with Mr Daginov he became a senior executive of Kalmneft on 12 February 1997 on the recommendation of another senior executive of Kalmneft, Mr Pavel Yeugenyevich Kurneyev ("Mr Kurneyev") who was a personal acquaintance of Mr Daginov.

3. On the recommendation of Mr Daginov, Kalmneft entered into an oil supply agreement on 25 July 1997 with Amerco ("the Kalmneft/Amerco Oil Supply Contract"). Under that agreement Kalmneft agreed to supply crude oil to Amerco on the terms of that agreement. Kalmneft says that it was orally informed by Mr Kurneyev and Mr Daginov that Amerco was a company associated with Glencore International AG ("Glencore") which is a Swiss commodity dealer. The crude oil supplied by Kalmneft under that agreement was shipped directly to Glencore. The Kalmneft/Amerco Oil Supply Contract was signed by Mr Chrysler on behalf of Amerco and his signature was witnessed by Mr Charles Green ("Mr Green") who was then a partner in Denton Hall.

4. On 10 March 1998 Kalmneft entered into a further oil supply contract ("the Kalmneft/Briarwise Oil Contract") with a company called Briarwise International Limited ("Briarwise") which was incorporated in the Republic of Ireland. Kalmneft believed that Briarwise, like Amerco, was associated with Glencore and again the crude oil supplied under the terms of that agreement were shipped directly to Glencore. Briarwise failed to pay Kalmneft for deliveries of crude oil made in 1998 and in December 1998 Kalmneft suspended further shipments of oil to Briarwise.

5. Kalmneft then received a claim from Glencore that Glencore had prepaid about $8,5 million for oil to be supplied by Briarwise to Glencore which Briarwise had not supplied to Glencore following the suspension by Kalmneft of deliveries to Briarwise. Glencore made its claim under a prepayment agreement ("the Briarwise Prepayment Agreement"} dated 19 March 1998 and made between Glencore (1), Kalmneft and Briarwise (2). Under the Briarwise Prepayment Agreement Glencore agreed to prepay up to $10 million for crude oil to be supplied by Briarwise from January 1999 pursuant to an oil supply contract dated 19 March 1998 between Briarwise and Glencore ("the Briarwise/Glencore Supply Contract"). According to the Briarwise Prepayment Agreement the prepayment in respect of deliveries under the Briarwise/Glencore Supply Contract was advanced to Kalmneft and Briarwise (who are defined together as "the Obligors[1]") and Glencore claims in the arbitration that has been commenced between Glencore and Kalmneft that Kalmneft and Briarwise are jointly and severally liable to repay the prepayment in the event of default. Under Clause 1.2 of the Briarwise Prepayment Agreement Kalmneft and Briarwise apparently agreed that they would be deemed to have received any monies paid by way of prepayment by Glencore regardless of whether the money prepaid actually reached Briarwise or Kalmneft. Kalmneft says that the board of Kalmneft was unaware of the Briarwise Prepayment Agreement and that none of the money allegedly prepaid by Glencore under the Briarwise Prepayment Agreement was received *by* Kalmneft as a prepayment. The position revealed by Glencore's claim in the arbitration is, according to Kalmneft, that the crude oil to be supplied by Kalmneft to Briarwise under the Kalmneft/Briarwise Oil Supply Contract dated 10 March 1998 was then sold on to Glencore under the Briarwise/Glencore Supply Contract dated 19 March 1998 and that, unknown to Kalmneft, Glencore prepaid Briarwise for oil to be supplied to Glencore under that agreement and, again unknown to Kalmneft, Kalmneft became, according to Glencore, jointly and severally liable with Briarwise for the repayment to Glencore of any such prepayment under the terms of the Briarwise Prepayment Agreement.

6. In the course of the arbitration Glencore disclosed that the Briarwise Prepayment Agreement followed a pattern established when crude oil was being supplied by Kalmneft to Amerco under the Kalmneft/Amerco Oil Supply Contract. Glencore disclosed the existence of two previous prepayment agreements between Glencore, Kalmneft and Amerco. The first ("the First Amerco Prepayment Agreement") was apparently made on 23 July 1997 between Glencore (1) and Kalmneft and Amerco (2). Kalmneft and Amerco are referred to as "the Obligors" and, like the Briarwise Prepayment Agreement, the First Amerco Prepayment Agreement provided that Glencore would advance to the Obligors a prepayment in respect of a contract ("the Amerco/Glencore Supply Contract") dated 23 July 1997 for the supply of crude oil by Amerco to Glencore of 60,000 tons of Russian Export Blend Crude Oil from August to December 1997. The corresponding Kalmneft/Amerco Oil Supply Contract signed two days earlier on 25 July 1997 had been signed on

behalf of Amerco by Mr Chrysler and his signature witnessed by Mr Green of Denton Hall. The First Amerco Prepayment Agreement was signed on behalf of Amerco by Mr Daginov and his signature was also witnessed by Mr Green. The First Amerco Prepayment Agreement provided that the prepayment made under it was to be made to Amerco's bank account at Lloyds Bank in Guernsey and, like the Briarwise Prepayment Agreement, the agreement provided that prepayment into such account would be treated as payment to the Obligors regardless of whether the prepayment actually reached the Obligors or either of them. Kalmneft say that they were unaware of the First Amerco Prepayment Agreement and of a subsequent prepayment agreement dated 1 December 1997 ("the Second Amerco Prepayment Agreement") until their existence was revealed by Glencore in the course of the arbitration.

7. As a result of various disclosure applications and the liquidation of Briarwise, Kalmneft has obtained further information. According to the evidence filed by Kalmneft this discloses the following sequence of events:-

7.1 On 2 July 1997 Denton Hall started acting for Amerco.

7.2 In July 1997 Mr Green of Denton Hall instructed the Guernsey law firm of Carey Langlois to incorporate Amerco. *On 21* July 1997 Denton Hall told Carey Langlois that Amerco was to be formed for the benefit of Mr Chrysler, Mr Daginov and a Saudi Arabian national. Denton Hall asked that the company should be formed by 25 July 1997.

7.3 On 23 July 1997 Mr Green *of Denton* Hall informed Carey Langlois that Mr Daginov was a vice president of Kalmneft and that Mr Chrysler and the Saudi national were executives of American Amerco. He also informed them that 280 shares were to be issued to Mr Daginov and 60 shares to each of the other two.

7.4 The First Amerco Prepayment Agreement is dated 23 July 1997. It was signed by Mr Daginov for Amerco and his signature was witnessed by Mr Green.

7.5 The Kalmneft/Amerco Oil Supply Contract was signed on 25 July 1997. Mr Chrysler signed for Amerco and his signature was witnessed by Mr Green of Denton Hall.

7.6 On 5 August 1997 Amerco was incorporated in Guernsey.

7.7 On 13 August 1997 the Guernsey Financial Services Commission ("GFSC") advised Carey Langlois that they had discovered that the Saudi national had been charged with conspiracy to defraud and was due to stand trial on November

1997 in Knightsbridge Crown Court. The GFSC indicated it might seek to wind up Amerco.

7.8 On 14 August 1997 an addendum to the Kalmneft/Amerco Oil Supply Contract was signed. Mr Green of Denton Hall witnessed the signature of Mr Chrysler who signed for Amerco.

7.9 On 18 August 1997 Glencore paid $4.75 million to Lloyds Bank Guernsey for credit to Amerco's account as anticipated by the First Amerco Prepayment Agreement. On 22 August 1997 Lloyds Bank Guernsey sent the $4.75 million back to Glencore. In a telephone conversation on 22 August 1997 Denton Hall informed Carey Langlois that there was "$5 million sitting in the bank account in Guernsey which has been deposited for the purchase of oil from Russia for a client of Amerco".

7.10 On 1 September 1997 Denton Hall sent Carey Langlois separate letters of instruction from Mr Daginov and Mr Chrysler that the Saudi national should have no part in Amerco's affairs and expressing the hope that the GFSC would allow Amerco to continue with only Mr Daginov (85%) and Mr Chrysler (15%) as shareholders and directors. Denton Hall pointed out that no shares had been issued and no directors had been appointed. They asked that the GFSC should deal with the matter urgently as the Amerco account at Lloyds Bank Guernsey could not be operated as there was no mandate. They advised that the "bank is awaiting receipt of US $4,750,000 from a UK purchaser of Russian oil to be provided under Amerco Oil Internationa! Limited's arrangements with one of the Russian oil companies. The Russian oil company is getting particularly concerned that the funds have not vet been received by it although arrangements are in hand for the shipping of the oil",

7.11 On 18 September 1997 Glencore paid $60,000 to Mr Daginov's account at Lloyds Bank Guernsey. The statements of that account show that a total of $851,223.12 was paid into Mr Daginov's private bank account by Glencore or by parties identified by Kalmneft as an associated company of Glencore and two of Glencore's bankers.

7.12 On 26 September 1997 Denton Hall billed Amerco in the sum of £11,089.30 for work done between 2 July and 3 August 1997. Funds *to* pay that were provided by Mr Chrysler, Glencore and Amerco.

7.13 The Second Amerco Prepayment Agreement entered into between Glencore (1) and Kalmneft and Amerco (2) is dated 1

December 1997. Under it Glencore agreed to make a prepayment of up to US $8 million for oil products to be supplied by Amerco to Glencore under a supply contract dated 1 December 1997.

7.14 On 23 December 1997 Mr Daginov sent us $50,000 to Denton Hall from his private bank account at Lloyds Bank Guernsey.

7.15 On 24 December 1997 US $8 million was credited to Amerco's UK bank *account.*

7.16 On 16 January 1998 Mr Daginov sent US $50,000 to Denton Hall from his private account at Lloyds Bank Guernsey. On 22 January 1998 Denton Hall sent just over US $50,000 back to Mr Daginov's account.

7.17 On 2 March 1998 Glencore made a Swift payment of $34,834 to Mr Daginov's private account at Lloyds Bank Guernsey. The payment details are "Sea Princess, Mesta". In February 1998 Kalmneft had invoiced Amerco for shipments of crude oil on vessels called Sea Princess and Mesta which were delivered to Glencore.

7.18 On 3 March 1998 US $19,655.70 was credited to Mr Daginov's private account at Lloyds Bank Guernsey; the payment details are "By Order of GOPAG ref commission". Kalmneft identify GOPAG as the acronym of Glencore Oil Products AG.

7.19 On 19 March 1998 Kalmneft and Briarwise entered into the Briarwise Oil Supply Contract.

17.20 19 March 1998 is also the date of the Briarwise Prepayment Agreement between Glencore (1) and Kalmneft and Briarwise (2) under which Glencore agreed to make a prepayment of up to US $10 million, to be paid as to US $7 million to Briarwise's bank account and the balance to be made available by the supply of equipment.

17.21 On 1 April 1998 Glencore paid Briarwise $7 million which Glencore says was part of the prepayment anticipated by the Briarwise Prepayment Agreement.

7.22 On 3 April 1998 Glencore Oil Products AG (1) and Kalmneft and Briarwise (2) entered into an equipment supply agreement and Glencore say that US $1,506,329.79 worth of work and equipment was supplied under that agreement as part of the prepayment.

> 7.23 10 July 1998 is the date of a novation agreement apparently made between Kalmneft (1) Amerco (2) Briarwise (3) and Glencore (4) whereby Briarwise agreed to be liable for the obligations of Amerco to Glencore under the First and Second Amerco Prepayment Agreements and Kalmneft agreed to be liable with Briarwise to Glencore for those obligations.
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> 7.24 In December 1998 Kalmneft ceased to supply oil to Briarwise under the Kalmneft/Briarwise Oil Contract.
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> 7.25 On [12] March 1999 Glencore began arbitration proceedings against Kalmneft under the Briarwise Prepayment Agreement claiming about US $8.5 million allegedly prepaid for oil not delivered following the suspension of deliveries.

8. Kalmneft has carried out a reconciliation of the payments into and out of the bank accounts of Amerco and Briarwise which have been obtained by means of disclosure orders and the liquidation of Briarwise. The conclusion of this reconciliation account is that over $10 million of the monies received from Glencore into those accounts was not paid to Kalmneft for deliveries of crude oil but paid to apparently unrelated parties for purposes presently unknown to Kalmneft. In addition just over $850,000 appears to have been paid by or on behalf of Glencore to Mr Daginov personally at a time when he was a Vice President of Kalmneft and Glencore was ultimately a buyer of crude oil from Kalmneft through either Amerco or Briarwise.

9. Kalmneft applies for disclosure of documents by Denton Hall in relation both to Amerco and Mr Daginov in order to assist in identifying those responsible for diverting over $10 million of the prepayments to parties other than Kalmneft and to assist in tracing and recovering those monies.

10. Mr Lenon for Denton Hall rightly points to passages in the evidence of Mr Levine and the prior correspondence between Mr Levine's firm and Denton Hall which indicates that Kalmneft want disclosure of the documents for the purposes of defending the arbitration claim brought against Kalmneft by Glencore. Mr Lenon questioned whether disclosure could be ordered on the principles of Norwich Pharmacal and similar cases to enable Kalmneft to defend the arbitration claim. In my view disclosure cannot be ordered for that purpose. But, if the Court is satisfied that disclosure is sought for a purpose comes within the relevant principles, 1 do not consider that the Court should be precluded from ordering disclosure merely because the disclosure will be useful for another purpose. This is simply a matter to be considered when the Court comes to consider whether as a matter of discretion the order should be made and, if an order is made, whether it should preclude the applicant from using the documents for other purposes.

11. The powers of the Court to order disclosure of documents and information by a third party are part of the Court's equitable jurisdiction. There arc two separate lines of authority. The first is based on the old Chancery bill of discovery. In the Norwich Pharmacal case the House of Lords considered the ambit of the old bill of discovery and decided that its availability was limited by the "mere witness" rule. That jurisdiction could not be exercised to require disclosure by a third party if that third party could be required in due course to give evidence in the litigation for which disclosure was required. The House of Lords decided that, where there would be no litigation unless the disclosure was made, the "mere witness" rule did not apply as there was at the time the order was made no possibility of the third party being a witness. Such possibility would not arise until the disclosure had been given.

12. The *second* line of authority was identified by Templeman J (as he then was) in London and Counties Securities Ltd v Caplan (26 May 1978) where he ordered a bank to disclose all the documents showing where monies allegedly embezzled by Mr Caplan had gone. In Mediterranean Reffineria Siciliana Petroli Sp A v Mabanaft GmbH (1 December 1978) the Court of Appeal considered an order for discovery of documents in support of a Mareva injunction granted in a case where money had been mistakenly paid to the wrong person. Templeman LJ (as he had then become) said

> "A court of equity has never hesitated to use the strongest powers to protect and preserve a trust fund in interlocutory proceedings on the basis that, if the trust fund disappears by the time the action comes to trial, equity will have been invoked in vain".
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> These two cases and a similar decision of Robert Goff J (as he then was) in A v C [1980] 2 All ER 347 were considered by the Court of Appeal in Bankers Trust Co v Shapira [1980] 3 All ER 353. Lord Denning MR said (358c); "Applying this principle, I think the court should go to the aid of Bankers Trust Co. It should help them follow the money which is clearly theirs, to follow it to the hands in which it is, and to find out what has become of it since it was pur into Discount Bank (Overseas) Ltd".

13. In Bankers Trust Co v Shapira Lord Denning MR adopted the same test as was used in the Norwich Pharmacal case to decide whether a disclosure order can be made against the person from whom disclosure is sought. That was the test which Lord Reed in Norwich Pharmacal ([1973] 2 AH ER 943 at 948; [1974] AC 133 at 177) expressed in these terms:-

> "I am particularly impressed by the views expressed by Lord Romilly MR and Lord Hatherley LC in Upmann v Elkan (1871) L.R. 12 Eq. 140; 7 Ch. App. 130. They seem to me to point to a very reasonable principle that if through no fault of his own a person gets mixed up in the tortious acts of others so as to

> facilitate their wrongdoing he may incur no personal liability but he comes under a duty to assist the person who has been wronged by giving him full information and disclosing the identity of the wrongdoer".

14. I am satisfied to the extent necessary for the purposes of this application that Denton Hall, in arranging the incorporation of Amerco and then involvement in the execution of the First Amerco Prepayment Agreement, did get mixed up in the tortious acts of others so as to facilitate their wrongdoing. Kalmneft have produced evidence which shows, if it is ultimately accepted, that Amerco and the First and Second Amerco Prepayment Agreements were vehicles by which monies prepaid by Glencore for oil to be supplied by Kalmneft to Amerco and then to Glencore were intended not to be paid and were in fact not paid to Kalmneft but used for other purposes. The monies were paid by Glencore as a prepayment for oil to be supplied by Kalmneft through Amerco and were, in my view, prima facie held by Amerco in trust for itself and Kalmneft. The use of those monies to pay persons other than Kalmneft without, according to the evidence of Kalmneft, the consent of the Board of Kalmneft was, prima facie, in fraudulent breach of trust. I am satisfied, therefore, that a disclosure order can be made against Denton Hall.

15. The passage from Lord Reed's judgment quoted in paragraph 13 above refers to "giving ..... full information and disclosing the identity of the wrongdoer". Mr Lenon for Denton Hall rightly drew my attention to the comments of Hoffmann J (as he then was) in Arab Monetary Fund v Hashim (No 5) ([1992] 2 All ER 911 at 914d) that

> "The Norwich Pharmacal case is no authority for imposing upon "mixed up" third parties a general obligation to give discovery or information when the identity of the defendant is already known".

He pointed out that Mr Daginov is an obvious and known defendant. Mr Levine told me that Mr Daginov has disappeared and presently cannot be found but Mr Levine's main point was that the evidence indicates that Mr Daginov and his family received only a relatively small proportion of the US $10 million of prepayments that Kalmneft have not received. Kalmneft wants disclosure to identify defendants other than Mr Daginov.

16. Mr Levine submitted that Kalmneft also required disclosure from the solicitors to help them trace where the missing monies have gone, Kalmneft already have that information in the form of some bank statements. A relatively small sum of money was paid to Denton Hall by Amerco and some of that was used to pay the solicitors[1] bills. In the Arab Monetary Fund case Hoffmann J said (918f):-

> "In my judgment, therefore, the first principle of the Bankers Trust case is that the plaintiff must demonstrate a real prospect

> that the information may lead to the location or preservation of assets to which he *is* making a proprietary claim".

In Bankers Trust Co v Shapira Waller LJ (page 359a) said, in relation to a submission that the breadth of the disclosure order sought was unduly wide;-

> "Again, in my opinion, an order of that breadth is completely justified in a case of this sort because, unless there is the fullest possible information, the difficulties of tracing the funds will be well nigh impossible".

Of course, fraudsters do not normally disclose the whole picture to their bankers or advisers. Bits of information are revealed to the extent necessary because fuller disclosure would cause respectable bankers and professional advisers to refuse to assist. In my experience the complete picture is often only revealed when the information given to a number of people is obtained so that the wider picture can be reconstructed. In approaching the 'first principle' suggested by Hoffmann J the Court must, in my view, take a realistic view of how frauds are conducted and be satisfied that there is a real prospect that the information sought may assist in locating and preserving assets by helping build up a complete picture of what was being done.

17. Likewise, in my view, when a Court is considering an application in the context of the Norwich Pharmacal jurisdiction, it should be satisfied that there is a real prospect that the information sought may assist in identifying a defendant. The principle is not simply that the wrongdoer be identified but extends in my view to his identification as a wrongdoer. The principle is that a 'mixed up' third party is under a duty to disclose information to enable the claimant to commence an action. In Norwich Pharmacal the information required was the identity of the wrongdoer (the applicant knew what wrong had been done but not who had done it) but I see no reason why the principle is limited to disclosure of the identity of an unknown wrongdoer and does not extend to information showing that he has committed the wrong.

18. I am satisfied, therefore, that it is open to the Court to order for disclosure by Denton Hall both under the Norwich Pharmacal line of authorities and the Bankers Trust line of authorities. The information held by the solicitors in their documents may not conclusively reveal an alternative defendant to Mr Daginov nor conclusively disclose who received any part of the prepayment monies, but I am satisfied that there is a sufficient prospect that the information they hold will assist Kalmneft in its search for the wrongdoers and the funds paid away by Amerco to justify making the orders sought.

19. I turn, therefore, to the question of legal professional privilege. The principle is clear. The privilege does not protect the client where the documents have come into existence in the course of a fraud. The Court shall be slow to deprove the client of privilege in the context of an interlocutory application. Denton Hall

say that their client was Amerco. That company no longer exists. The removal of the protection of legal professional privilege is, therefore, very unlikely to do it any harm. On the other hand, the disclosure of the documents is likely to be of assistance to Kalmneft in identifying wrongdoers and locating where the money has gone. I am satisfied that it is appropriate in this case to order disclosure despite any legal professional privilege that may exist in relation to some of the documents sought.

20. I must, however, consider whether, as a matter of discretion, the orders sought should be made in a wider context than that of legal professional privilege. This involves considering the potential advantage of the disclosure to Kalmneft and the disadvantage if disclosure is not ordered against the detriment to Denton Hall if disclosure is ordered. That detriment is not so much monetary detriment since the costs order made compensates Denton Hall for the time spent on this matter on the basis that that time would otherwise have been spent on fee-earning work for clients and remunerated accordingly. The detriment is the invasion of privacy and the breach of client confidence. In this case those factors are not significant. The privacy invaded is primarily that of Amerco rather than that of Denton Hall. The client confidence is a confidence owed to Amerco and there can be no effect on client relations as Amerco is no more. The potential advantages to Kalmneft of seeing this part of the jigsaw and the potential disadvantages in being denied a sight of that part outweigh, in my view, any detriment to Denton Hall. They also outweigh any detriment *to* Amerco for the reasons set out in paragraph 19.

21. I must also consider whether I should impose a condition that the documents may not be used for any purpose other than the pursuit of those who are responsible for the diversion of the US $10 million. In particular, I must consider whether Kalmneft should be precluded from using the documents in the course of the arbitration with Glencore. There is a close interrelationship between the arbitration and the diversion of the prepayments made by Glencore. I did not think it would be right to prevent Kalmneft from using the documents in the arbitration.

22. Kalmneft applied for disclosure in respect of any documents where Mr Daginov was the client. Denton Hall said that Amerco was their client but they were acting, doing things and ultimately charged Amerco for what they were doing in a period of about a month before Amerco was incorporated. Denton Hall did not oppose the extension of the disclosure to documents where Mr Daginov was the client and I consider such extension necessary to ensure that the order achieves its purpose.

23. The matters set out above are the reasons why I made disclosure orders against Denton Hall in response to the application of Kalmneft.