Neutral Citation Number: [2026] EWHC 2433 (Comm)

Case No: LM-2022-000257

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
LONDON CIRCUIT COMMERCIAL COURT (KBD)

Date: 22 September 2026

Before :

His Honour Judge Halliwell sitting as a Judge of the High Court

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Between :

(1) THE FAMILY (HOLDINGS) LIMITED
(2) THE FAMILY (FELLOWSHIP) LLP
(3) THE FAMILY (CONSIGLIERE) LIMITED
(4) THE FAMILY (SPV-III) LLP
(5) THE FAMILY (SPV-III BIS) LLP
(6) THE FAMILY (SPV-III TER) LLP
(7) THE FAMILY (GLOBAL GODFATHERS) SPC
(a segregated portfolio company incorporated under the laws of the Cayman Islands)

Claimants

- and -

(1) OUSSAMA AMMAR
(2) FABULEO LIMITED
(a company incorporated under the laws of the Hong Kong SAR)

Defendants

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Ms Jessica Brooke (instructed by **Withers LLP**) for the Claimants
Ms Gabriella McNicholas (instructed by **Lewis Silkin LLP**) for the First Defendant

Hearing dates: 30, 31 July 2026

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APPROVED JUDGMENT

This judgment was handed down remotely at 10.00 am on Tuesday 22 September 2026 by circulation to the parties or their representatives by e-mail and by release to the National Archives

HHJ HALLIWELL:

(1) Introduction

1. This judgment follows the trial of the Claimants' contempt application ("**the Contempt Application**") in respect of the First Defendant, Mr Oussama Ammar ("**Mr Ammar**").

2. Ms Jessica Brooke, of counsel, appears for the Claimants. Ms Gabriella McNicholas, also of counsel, appears for Mr Ammar.

3. The Second Defendant, Fabuleo Limited ("**Fabuleo**"), is also a respondent to the Contempt Application. At trial, however, Ms Brooke confirmed that the Claimants no longer pursue their claim for a committal order against Fabuleo. This is for good reason. The application against Fabuleo was based on two narrow grounds only; one was dismissed by HHJ Pelling's order dated 4 June 2024 ("**the June 2024 Order**") and the other is no longer pursued against anyone. Whatever the original merits, it would be unfair and disproportionate for this to be resurrected now.

4. The trial of the Contempt Application was initially listed to commence on 21-22 July 2026. By then, Mr Ammar had been without legal representation for upwards of 18 months. However, on the eve of trial – 20 July – he instructed his current solicitors, Lewis Silkin LLP. They promptly instructed Ms McNicholas and, together, they attended court on 21 July to apply for an adjournment. At this stage, neither Lewis Silkin LLP nor Ms McNicholas could have been provided with meaningful instructions to prepare Mr Ammar's case for trial.

5. The case had been listed for hearing as long ago as November 2025 and, by order dated 11 November 2025 ("**the November 2025 Order**"), Rosalind Phelps KC had required Mr Ammar to attend the hearing of the Contempt Application in person. Mr Ammar was and is resident abroad in Dubai. He did not attend the hearing on 21 July and it was not suggested he had any intention to attend in the future.

6. Nevertheless, mindful that these are committal proceedings with potentially serious consequences for him, I was persuaded to grant Mr Ammar an adjournment until 30 July to enable his counsel and solicitors to take detailed instructions and prepare the case properly for trial. This was significantly shorter than the period sought. However, bearing in mind the nature of the proceedings, the time elapsed since commencement and, more generally, the requirements of the Overriding Objective

(including the precepts of expedition, cost saving and proportionality), I gave Mr Ammar – through his legal representatives – a short but realistic period to do so.

7. The trial duly took place on 30-31 July. I pay tribute to Ms McNicholas for her diligence and skill in preparing for and presenting Mr Ammar's case at trial within the limited time available. The advocacy of both counsel was to a high standard.

8. As envisaged, Mr Ammar did not attend trial. However, he had been made aware of the original trial date for upwards of seven months. For at least as long, he was also aware of the requirement to attend trial and he can be taken to have had every opportunity to travel to London. Whilst entitled to the right to remain silent, it was always open to him to give evidence in court and submit to cross examination. He chose not to do so.

9. In these circumstances, I was satisfied at the commencement of trial and I remain satisfied that it was not and is not unfair to Mr Ammar for the trial to be heard in his absence.

(2) Background

10. The Claimants are members of a group of associated companies and organisations formed in different jurisdictions with the object of investing in new start up enterprises. At inception, Mr Ammar was involved in setting them up. He did so with Ms Alice Zagury and Mr Nicolas Colin. They are all French citizens although Mr Ammar himself was born in Beirut.

11. Fabuleo is a company incorporated under the laws of Hong Kong. Mr Ammar is sole director of this company.

12. Mr Ammar also had a senior role in the management of the Claimant companies and, for several years, held office as a director of the First and Seventh Claimants, the Family (Holdings) Ltd and the Family (Global Godfathers) SPC, a segregated portfolio company incorporated under the laws of the Cayman Islands.

13. The Claimants contend that Mr Ammar exploited his position to misappropriate funds from the investors, cause the Claimants to buy shares from Fabuleo at inflated prices and secretly purchased shares in a target investment company.

14. Once the alleged wrongdoing came to light, the Claimants commenced proceedings. In addition to the claims against Mr Ammar and Fabuleo, there was a claim against

Aletheis the First Limited, a company incorporated under the laws of Hong Kong and alleged to be in Mr Ammar's sole legal and beneficial ownership. The proceedings were commenced on 6 July 2022. Following the Defendants' failure to comply with an unless order dated 6 June 2024, the Claimants were given judgment, on 12 July 2024, for an amount to be determined by the court.

15. On 3 March 2025, David Elvin KC, sitting as a Deputy High Court Judge, gave judgment for the Claimants in the sum of £6,488,497.92. He also ordered Fabuleo to deliver up to the Second Claimant, the Family (Fellowship) LLP, 400,000 shares in a company denoted as Unison.

16. Pending disposal of these proceedings, the Claimants obtained against the Defendants – in particular Mr Ammar – a series of orders for interim relief commencing with an interim freezing order from HHJ Pelling KC on 29 June 2023 ("**the June 2023 Order**").

17. For the purposes of the present committal proceedings, the critical orders are (1) the June 2023 Order itself; (2) HHJ Bird's order on the initial return date, 12 July 2023 ("**the July 2023 Order**"); (3) HHJ Pelling KC's order dated 8 December 2023 ("**the December 2023 Order**"); and (4) HHJ Pelling KC's order dated 21 March 2024 ("**the March 2024 Order**").

18. By the June and July 2023 Orders, the Claimants were granted worldwide freezing relief in relation to the assets of Mr Ammar and Fabuleo, together denoted, in each Order, as "the Respondent".

19. The freezing relief was substantially in the model form of the Commercial Court Guide and incorporated the wider definition of interest and ownership. It was thus provided that the prohibitions on removal and disposal applied to:

> "…all the Respondent's assets whether or not they are in its, her or his own name, whether they are solely or jointly owned *and whether the Respondent is interested in them legally, beneficially or otherwise*. For the purposes of this order the Respondent's assets include any asset which it, she or he has the power, directly or indirectly to dispose of or deal with as if it were its, her or his own. The Respondent is to be regarded as having such power if a third party holds or controls the asset in accordance with its, her or his direct or indirect instructions".

20. The July 2023 Order provided that the relevant prohibitions would continue "until further order" but, in the first recital to the December 2023 Order, it was recorded that the worldwide freezing injunction remained in effect. Since the December 2023 Order made no order to the contrary, the freezing injunction can be taken to have continued after 8 December 2023. It matters not how this was achieved, whether by continuation or implied re-grant.

21. However, the December 2023 Order imposed additional prohibitions (paras 4.1 and 4.2) on "steps to…prevent the payment of any of the Respondent's assets into bank accounts subject to the [freezing order]" or "establish…new bank accounts to receive any of the Respondent's assets without first notifying the Claimants of the intention to do so…". It also required the Respondent – as defined – to inform the Claimants 7 days prior to withdrawal of any amount from a bank account over £5000 held in the name of another of Mr Ammar's companies, Daedalium LLC with *Mercury Bank* (7.1) and to provide the Claimants with bank statements for the *Mercury Bank* by 4pm at intervals of 14 days (7.2).

22. By Para 8 of the December 2023 Order, the Respondent was required to file by 4pm on 18 December 2023 a witness statement providing the following information:

    22.1. "A list of the gross fees and/or commission and/or a share of profits and/or remuneration in whatever form earned, or assets over £10,000 received, by the Respondent from 29 June 2023, the basis for the same, and where such assets and/or amounts have been deposited/paid" (8.1).

    22.2. "A list of assets worth over £10,000 (showing the value, location, and details) held by any entity that is 100% legally or beneficially held by the Respondent or whose assets he has the power, directly or indirectly to dispose of or deal with as if it were its, her or his own. The Respondent is to be regarded as having such power if a third party holds or controls the asset in accordance with its, her or his direct or indirect instructions" (8.2).

    22.3. "The amount spent per month since 29 June 2023 by the First Respondent on ordinary living expenses and where such money came from" (8.3).

    22.4. "The amount spent on legal fees since 29 June 2023 and where such money came from" (8.4).

22.5. "Details of any dealings with or disposition of any of the Respondents' assets (including those of the entities at paragraph 8.2 above) in the ordinary and proper course of business since 29 June 2023, including the amount and nature of such dealings or dispositions" (8.5).

(3) The Contempt Application

23. The Contempt Application was first sealed on 2 February 2024, prior to the March 2024 Order. However, it has been amended twice, most recently on 12 June 2025.

24. In broad terms, the allegations fall into three categories, namely:

24.1. breaches of the injunctions on disposal and dissipation of assets;

24.2. failure to provide the Claimants with documents and information; and

24.3. provision of false statements.

25. By order dated 12 June 2025 ('**the June 2025 Order**"), HHJ Pearce gave the Claimants permission to amend the Contempt Application to rely *inter alia* on the provision of false statements, the third category of allegations. By the November 2025 Order, the Claimants were given permission to make the application on this basis under *CPR 81.3(5)(b).*

26. When initially issued, the Contempt Application was on ten grounds. Ground 1 was based on breaches of the injunctions on removal, disposal and dissipation of assets. Grounds 2-10 were based on the Defendants' putative failure to provide documents and information.

27. By the June 2025 Order, two grounds (Grounds 9 and 10) were excluded. However, for reasons never properly explained, these grounds remained in the Contempt Application once re-amended with HHJ Pearce's permission. With the Judge's permission, two additional grounds were added, enumerated as Grounds 11 and 12. Ground 11 is based on breaches of the secondary prohibitions on disposal and dissipation imposed in the December 2023 Order. Ground 12 identifies, by paragraph or sentence number, passages in Mr Ammar's affirmations and witness statements which are alleged to be "dishonest" so as to furnish the Claimants with grounds for committal under CPR 32.14. Eighteen passages are identified.

28. With good reason, Ms Brooke confirmed – at the commencement of the hearing - that the Claimants no longer pursued Grounds 3 and 4. Later, she confirmed that Ground 2 was also no longer pursued.

29. It follows that, by the end of the hearing, there were seven grounds in issue, namely Grounds 1, 5, 6, 7, 8, 11 and 12 ("**the Grounds**").

30. Of the 18 passages deployed in support of Ground 12, Ms Brooke confirmed, during the course of the hearing, the Claimants no longer seek to rely on the passages contained in (1) the second sentence of Paragraph 17 and (2) the third and fourth sentences of Paragraph 18.

31. Each of these concessions was made wisely and consistently with the precepts of the Overriding Objective for expedition, proportionality and saving of expense.

32. Following each of these concessions, the Claimants' re-amended particulars of contempt are set out in the Appendix to this judgment. *CPR 81.4(2)(a)* and *(h)* provide that a contempt application must identify the nature of the contempt and provide a brief summary of the facts alleged to constitute the contempt.

(4) Evidence

33. The parties each filed a series of affidavits, affirmations and witness statements in support of their respective cases. On behalf of the Claimants, this includes affidavits and witness statements from Mr Nicolas Yves Colin ("**Mr Colin**") and Ms Ruzin Dagli ("**Ms Dagli**"). Mr Ammar has also made a series of affirmations and witness statements. These were filed on his behalf in addition to a witness statement dated 17 May 2024 from his previous solicitor, Ms Caroline Phipps, of LK Law LLP.

34. Mr Colin co-founded the Claimant group and he is a director of the First, Third and Seventh Claimants. At trial, he confirmed the evidence in his first, second, third, fourth and fifth affidavits and his second, third and sixth witness statements.

35. Ms Dagli is a solicitor of Withers LLP, the Claimants' solicitors. By the November 2025 Order, it was provided Ms Dagli would not be required to attend trial for cross examination. However, Mr Colin took the opportunity to confirm that, to the best of his knowledge and belief, the factual contents of Ms Dagli's first and third witness statements were correct.

36. Ms McNicholas elected not to cross examine Mr Colin. This was on the basis that his evidence was substantially for the purpose of exhibiting contemporaneous documentation and records from which the court was being invited to draw specific inferences. Since the Claimants' case was essentially being challenged on matters of which Mr Colin did not personally have direct knowledge, Ms McNicholas considered that it was un-necessary to cross examine him on these matters.

37. Mr Ammar's first, second and third affirmations were admitted in evidence, on his behalf, together with his first, second and third witness statements.

38. Having chosen not to attend court for trial, Mr Ammar did not give oral evidence and the Claimants were not afforded the opportunity to test his evidence in cross examination. This was contrary to the November 2025 Order, which provided that he was required to attend trial in person.

39. Consistent with established principle, Popplewell J (as he was) provided the following guidance in *Therium (UK) Holdings Ltd v Brooke [2016] EWHC 2421.*

> "A person accused of contempt, like a defendant in a criminal trial, has a right to decline to give oral evidence: *Comet Products UK Ltd v Hawkex Plastics Ltd [1971] 2 QB 67.* However where he chooses to do so, the Court may draw an adverse inference just as it can from a defendant's silence in criminal proceedings: *Innplayer Ltd v Thorogood [2014] EWCA Civ 1511* at paragraph [40]".

40. Mr Ammar's affirmations and witness statements have been admitted in evidence. I have not excluded them and wasn't invited to do so. Indeed, the Claimants rely on passages of his evidence. Without derogating from Mr Ammar's right to silence, however, I have taken into consideration his failure to give oral evidence when assessing and evaluating his evidence. Where appropriate, I have also drawn adverse inferences on matters such as his knowledge of the facts which are alleged to have given rise to a breach.

41. A specific issue arises as to the extent to which the Claimants are entitled to pursue a claim against Mr Ammar founded on false statements in his third affirmation given that the affirmation was not deployed in his favour until 21 July 2026 when I adjourned the initial hearing of the trial. This relates to paragraphs 146, 147, 150,

151 and 176 of Mr Ammar's third affirmation and gives rise to questions which I shall address later in this judgment.

42. More generally, when assessing the merits of each Ground, I have done so in the context of the evidence as a whole bearing in mind the following guidance of Nugee LJ in *Business Mortgage Finance 4 plc v Hussain [2022] EWCA Civ 1264.*

> "Where a number of contempts are charged it is not right to consider individual heads of contempt in isolation: they are details on a broad canvas, and the individual details of the canvas should be informed by the overall picture, although each head of contempt must still be proved beyond reasonable doubt: *Gulf Azov Shipping Co Ltd v Chief Idisi [2001] EWCA Civ 21 at [18] per Lord Phillips MR."*

(5) Principles

43. There is no dispute between Ms Brooke and Ms McNicholas as to the fundamental principles.

44. "Given the potential consequences of a finding of contempt, a heightened standard of procedural fairness has to be maintained throughout" with "the applicant…confined strictly and solely to attempting to prove the contempt allegations set out in the application notice and the court…confined to considering only those allegations…", *Navigator Equities Ltd v Deripaska [2024] EWCA Civ 268 at [47-48],* Males LJ (with whom Lewison LJ and Sir Julian Flaux C. agreed) endorsing two principles identified, at first instance, by HHJ Pelling KC.

45. "Any contempt must be proved to the criminal standard of proof, that is to say that the Court must be satisfied so that it is sure that all the essential ingredients of the contempt have been established", *Therium (UK) Holdings Limited v Brooke [2016] EWHC 2421 at [26] (Comm).*

46. Where the contempt is based on the breach of a court order, the applicant must show that (1) the relevant order contained a penal notice; (2) service was effected; (3) the contemnor knew of the terms of the relevant order; (4) the contemnor acted or failed to act in a manner which involved a breach of the order; and (5) the contemnor knew of the facts which made his conduct a breach, *Therium (supra) at [26(1)-(4)].*

47. *CPR 32.14* provides as follows.

> "Proceedings for contempt of court may be brought against a person who makes or causes to be made a false statement in a document, prepared in anticipation of or during proceedings and verified by a statement of truth, without an honest belief in its truth".

48. In *AXA v Rossitor [2013] EWHC 3805*, at [9], Stewart J stated that this species of contempt required the applicants to "prove beyond reasonable doubt in respect of each statement:

    (a) The falsity of the statement in question

    (b) That the statement has, or if persisted in would be likely to have, interfered with the course of justice in some material respects;

    (c) That at the time it was made, the maker of the statement had no honest belief in the truth of the statement and knew of its likelihood to interfere with the course of justice".

49. In the present case, no issue has been taken with respect to the penal notice and service requirements. However, it is submitted that the Contempt Application is defective. It is also submitted that the Claimants are precluded from pursuing some parts of the Application. Where it is alleged Mr Ammar is in breach of a court order, this is generally in issue as is his knowledge of the matters alleged to constitute a breach. Where it is alleged Mr Ammar has made false statements, it is alleged that the factual basis for the claim is not properly set out in the Contempt Application. Moreover, falsity and knowledge are disputed and the requirement for any such statement to have interfered with the course of justice remains in issue.

(6) Defects

50. Ms McNicholas submits that the Contempt Application is defective in that it partly fails to set out the facts alleged to constitute a contempt with respect to Ground 7 and entirely fails to set out such facts with respect to Grounds 8 and 12.

51. Ms McNicholas's submissions in relation to the defects in Part 7 were made for the first time in written submissions delivered after the hearing. However, Ms Brooke was given the opportunity to reply and has done so. I am thus satisfied that I can fairly take into consideration Ms McNicholas' submissions without further oral submissions from Ms Brooke.

52. In the first sentence of Ground 7, there is a bare assertion that "D1 has breached the income disclosure obligation under paragraph 8.1 [of the December 2023 Order] as described at paragraphs 82-87 of [Mr Colin's second affidavit] and paragraphs 39-43 of [his third affidavit]". Apart from stating – baldly - that Mr Ammar has committed a breach of his relevant obligation and referring to the relevant paragraphs of Mr Colin's affidavits, this does not state the facts alleged to constitute the contempt. No order is identified in the second sentence of Ground 7 but it is alleged "D1 also failed in his 1st witness statement dated 18 December 2023 to disclose profit shares to which he is entitled in relation to the business ventures "Better with Ouss", "Scale with Ouss" and "Mastermind Ikigai"". Since Mr Ammar's witness statement dated 18 December 2023 was itself filed pursuant to the December 2023 Order, it is implicit Mr Ammar's putative failure to disclose "profit shares" in respect of the three named ventures is alleged to be a breach of this order.

53. In identifying the nature of the contempt in Ground 8, it is stated that "D1 has breached the disclosure orders regarding the payment of ordinary living expenses and ordinary and proper business expenses pursuant to paragraphs 8.3 and 8.5 of [the December 2023 Order] as described at paragraphs 88-93 of [Mr Colin's second affidavit] and also paragraphs 5 and Schedule C paragraphs 12 to 14 of [the March 2024 Order] which required further disclosure in this regard".

54. Elsewhere in the Contempt Application, under the heading "Summary of facts alleged to constitute the contempt", there is an assertion (in Para 12.3) that "the Court granted…injunctive relief and made disclosure orders against Ds on 8 December 2023 and 21 March 2024 and Ds have failed to comply with these orders". However, this part of the Contempt Application does not provide particulars of the relevant want of compliance.

55. Ground 12 consists of an allegation that "the following statements made by D1 in Affirmations and witness evidence signed by a statement of truth were dishonest, as D1 knew…" This is followed by a list of passages in the documents, identified only by paragraph and sentence numbers. There is no explanatory narrative. No doubt, it is implicit that the relevant passages are false but it is not stated why and in what respects the factual contents of the passages are false.

56. In Ms Brooke's Written Reply dated 14 August 2026, it is implicitly submitted that the June and November 2025 Orders preclude Mr Ammar from relying on the alleged defects. By the June 2025 Order, HHJ Pearce gave the Claimants permission to amend the Contempt Application. This included amendments to Grounds 7 and 8. It also included the entirety of Ground 12. He also made an order dismissing Mr Ammar's application to strike out the Contempt Application. By the November 2025 Order, Rosalind Phelps KC gave the Claimants permission, under *CPR 81.3(5)(b),* to pursue Ground 12 having determined, at [38] of her judgment, that the Claimants had "cross[ed] the necessary threshold of showing a strong case or a strong prima facie case…". At each of these hearings, Mr Ammar was unrepresented.

57. Contrary to Ms Brooke's submissions, I am not persuaded that Mr Ammar is now precluded from submitting, as part of his case, that the Contempt Application is defective in the respects identified by Ms McNicholas. In view of the nature of the jurisdiction and the potential consequences, the court must exercise caution before acceding to submissions such as this if the effect is to deny to a respondent a defence that would otherwise have been open to him. No convincing reason for doing so has been shown in the present case. The relevant hearings before HHJ Pearce and Rosalind Phelps KC were conducted in the absence of Mr Ammar at a time he did not have legal representation. Moreover, the issues for disposal before them were different from the issues before me and there is nothing to suggest that the points subsequently canvassed by Ms McNicholas were brought to the attention of either judge or considered by them before they made their orders. Ms McNicholas's submissions must thus be considered and evaluated on their overall merits.

58. On the hypothesis that this might be so, Ms Brooke submitted that the relevant omissions are not fatal to the Contempt Application. She accepted that *CPR 81.4(2)(a)* and *(h)* provide that a contempt application *must* include a statement of the nature of the alleged contempt and a brief summary of the *facts alleged to constitute the contempt*. These are absolute requirements. Unlike *CPR 81.4(1)* which requires a contempt application to be supported by written evidence, *CPR 81.4(2)* does not confer a dispensing power on the Court and applies unless (in the case of (b) to (g)) it relates to a matter which is wholly inapplicable. However, Ms Brooke submitted that, when ascertaining whether there has been compliance, the

test is whether the Contempt Application gives the contemnor enough information to enable him to meet the charge. In this respect, she relied on the judgment of Nicholls LJ in *Harmsworth v Harmsworth [1987] 1 WLR 1676 at 1683A* and the observation of John Donaldson MR in *Chiltern District Council v Keane [1985] 1 WLR 619* that, in addressing the test, "every notice of application to commit must be looked at against its own background". Ms Brooke submitted that, when the Contempt Application is considered in the context of the background information, it can be seen to have provided Mr Ammar with sufficient information about the facts to satisfy *CPR 81.4(h).*

59. *Harmsworth v Harmsworth (supra)* was an appeal from judgment on a committal application in the County Court following service of a notice to show cause. It is apparent from the judgment of Nicholls LJ that the Rules of the County Court were silent as to the required contents of such a notice. However, since they required the putative contemnor to show cause as to why a committal order should not be made, it was implicit that the alleged breaches were shown with sufficient particularity to enable the contemnor to respond.

60. At *1683A-B/C*, Nicholls LJ stated as follows.

> "In satisfying [the] test it is clear that in a suitable case if lengthy particulars are needed, they may be included in a schedule or other addendum either at the foot of the notice or attached to the notice so as to form part of the notice rather than being set out in the body of the notice itself. But a reference in the notice to a wholly separate document for particulars that ought to be in the notice seems to me to be quite a different matter. I do not see how such a reference can cure what otherwise would be a deficiency in the notice".

61. Since then, the rules have repeatedly been revised but they remain consistent with the guidance. Immediately before 1 October 2020, it was provided that the application notice itself must "set out in full the grounds on which the…application [was] made and…identify, separately and numerically, each alleged act of contempt including, if known, the date of each of the alleged acts", *CPR 81.10(3)(a).* This rule has now been replaced by *CPR 81.4(2)(a)* and *(g)* which require the application itself to include a statement of "the *nature* of the alleged contempt" and "a brief

summary of *the facts alleged to constitute the contempt*, set out numerically in chronological order."

62. In *Deutsche Bank AG v Sebastian Holdings Inc [2020] EWHC 3536 (Comm),* Cockerill J (as she then was) considered the changes to the Rules in 2020 when dealing with an application for permission to amend a committal application and a cross application to strike out. The committal application itself and, indeed, the two incidental applications were issued before the rule changes but the hearing itself took place before and afterwards. The judge was satisfied that the changes had not made a material difference and she was content, at [98], to be guided by the historic test and the new Rules. The historic test required her to ask whether the committal application gave the contemnor enough information to enable him to understand the case which he had to meet, [81], [83], [98]. However, it would suffice if the contemnor was provided only with a "succinct summary of the Claimant's case, to be read in the light of the relevant background known to the parties" bearing in mind that it was "for the evidence to set out the detail", [80]. When referring to the requirement for a "succinct summary of the Claimant's case", Cockerill J would have been mindful of the provision, in *CPR 81.4(2)(h),* for the Claimant to provide a "brief summary of the facts alleged to constitute the contempt".

63. In *Deutsche Bank (supra),* the committal application was based on breaches of an order requiring the contemnor to produce documents and attend court to provide information as to the means of a company. In the application, it was alleged that the contemnor had deliberately failed to provide information about the company's means and intentionally failed to provide truthful and complete information regarding his knowledge of a number of specified matters. It was also alleged that the contemnor had failed to produce a series of specified documents or classes of document. The court orders and the relevant breaches of such orders were specifically identified in the committal application itself.

64. At [98], the judge concluded that, "by a narrow margin", the application provided the contemnor with "a clear summary, enough to enable the defendant to understand the case which he [had] to meet". She refused to strike out the committal application and gave the Bank permission to amend the application by adding further particulars.

65. In the present case, I am satisfied that the bare requirements of *CPR 81.4 (a)* are satisfied in each of Grounds 7, 8 and 12.

66. The nature of the alleged contempt in Grounds 7 and 8 are expressly stated, namely the breach of court orders. In the case of Ground 7, one court order and, in the case of Ground 8, two separate orders are identified. In the first sentence of Ground 7 and in Ground 8, as a whole, the relevant provisions of each order are also identified. In the second sentence of Ground 7, this is a matter of obvious inference.

67. In Ground 7, there is also a brief statement of the facts alleged to constitute the contempt. However, this is limited to the factual contents of the second sentence of Ground 7. In the second sentence, the initial verb, "failed", is preceded by the adverb "also". The specific factual allegations are thus in addition to the more general allegation in the first sentence. However, they were plainly intended to refer to a breach or breaches of the December 2023 Order and describe – albeit in brief terms – the failure constituting a breach. Whilst this suffices as a brief summary of the facts, it is the only summary of such facts. The Claimants are thus confined to the allegation that, in his witness statement dated 18 December 2023, Mr Ammar failed to disclose his putative profit shares in "Better with Ouss", "Scale with Ouss" and "Mastermind Ikigai".

68. In Ground 8, however, there is no statement or summary of the facts alleged to constitute the contempt as required by *CPR 81.4(2)(h).*

69. The relevant orders required Mr Ammar to provide written statements with information about matters such as his relevant profit share, living expenses, dispositions of business assets and sources of funds. It is not stated in the first sentence of Ground 7 nor in Ground 8 as a whole whether the putative breach is based on a wholesale failure to provide information or more nuanced allegations about the timing, scope and accuracy of the information provided. If the latter, there is nothing to indicate the nature of the failure. It is true that the Contempt Application refers to passages pertaining to these matters in the affidavit evidence of Mr Colin. However, the Claimants cannot rely on these passages to cure the defects, see the above passage from the judgment of Nicholls LJ in *Harmsworth v Harmsworth at 1683A-B/C.*

70. In her submissions for the Claimants, Miss Brooke relied on Cockerill J's observation in *Deutsche Bank (supra)*, at [80], that the Contempt Application is "to be read in the light of the relevant background known to the parties; it is for the evidence to set out the detail". No doubt, it is correct that the Contempt Application is to be construed objectively in its proper context whilst taking into consideration information available to Mr Ammar. However, in my judgment, it does not follow that such information can be deployed to make good omissions or fill gaps in the Contempt Application in relation to the facts alleged to constitute a contempt. This is particularly so where the Contempt Application is entirely silent as to such facts.

71. The first sentence of Ground 7 does not include a summary, brief or otherwise, of the facts alleged to constitute the contempt. The same is true of the whole of Ground 8. For this reason, they are defective and, to this extent, the Contempt Application does not comply with *CPR 81.4(2)(h).*

72. There are similar issues in relation to Ground 12. In Ground 12, it is stated that the statements in specified paragraphs and sentences from Mr Ammar's affirmations and witness statements "were dishonest, as D1 knew".

73. No doubt, it is implicit in the allegation of dishonesty that the statements are alleged to be false. No doubt, when construing the Contempt Application to ascertain the ambit of each constituent statement, each paragraph and sentence - separately identified as such in Ground 12 itself - is discrete or to be treated as such. However, where sentences or paragraphs are grouped together, they should be construed together.

74. This is significant since where there is more than one factual assertion in the relevant passages, it is generally not possible to discern, with certainty, the assertion or assertions alleged to be false and the sense in which each such assertion is alleged to be false, particularly where this is nuanced.

75. Again, the Claimants are limited to the factual contents of the Contempt Application. In the absence of any statement in their Contempt Application – implicit or otherwise - as to the essential facts constituting a contempt, they cannot make good their omissions by relying on the contents of their affidavits and witness statements.

76. In Paragraph 111 of her judgment in *Deutsche Bank (supra),* Cockerill J drew a distinction between "simple, binary cases" and "more sophisticated cases". Having re-stated that the test was whether enough information had been given to enable the alleged contemnor to understand what was being alleged, she said as follows.

> "It may well be the case that skeletal particulars are most often sufficient in relatively simple, binary cases. But that does not mean that they cannot be sufficient – when taken in conjunction with the background and the contemnor's knowledge – in more sophisticated cases".

77. However, it is to be recalled that the *Deutsche Bank* case was founded on the contemnor's putative breaches of court orders in relation to the provision of information where each want of compliance was specifically set out in the committal application. This is very different from the Claimants' case in the present proceedings based generally, under *CPR 32.14,* on false statements. This is all the more so given that, in the present case, the allegations of falsity are not explicit; they are implicit in the general allegation of dishonesty.

78. Applying again the test of whether there was and is enough in the Contempt Application itself to enable Mr Ammar to understand the case he was required to meet, I am satisfied that *CPR 81.4(2)(h)* is only satisfied where there is no ambiguity, latent or otherwise, as to the allegation of falsity and the putative contemnor could thus have been left with no reasonable doubt about the precise case he must meet. It is not generally satisfied in relation to passages with more than one constituent element if the passages are thus capable of being false in more than one respect or where the allegation of falsity is not susceptible of straightforward inference.

79. Taking this as my touchstone, the following passages are not unambiguously founded on a single straightforward factual allegation so as to satisfy the requirements of *CPR 81.4(2)(h),* namely (1) Mr Ammar's second affirmation dated 29 November 2023, para 17, para 18 (3rd and 4th sentences), para 22 (2nd and 3rd sentences), para 23 (2nd sentence), para 29 (2nd sentence), para 30 (2nd sentence), para 37 (3rd sentence), para 38; (2) Mr Ammar's 1st witness statement dated 18 December 2023, paras 12 and 13; (3) Mr Ammar's 2nd witness statement dated 19 March 2024 paras 27 (2nd- 4th sentences), para 36 (3rd sentence); (4) Mr Ammar's

3rd affirmation dated 17 May 2024 (Paras 146-147). It follows that Ground 12 is defective for non-compliance with *CPR 81.4(2)(h)* in respect of each of the above passages. Moreover, the Claimants no longer pursue a case in relation to Para 6 (2nd sentence) and 67 (2nd sentence) of Mr Ammar's first affirmation.

80. This leaves only the passages in Para 39 (2nd sentence) of Mr Ammar's second affirmation dated 29 November 2023 and Paras 150, 151 and 176 of Mr Ammar's third affirmation (together "**the Residual Allegations**")

81. The Claimants contend that the relevant errors in the Contempt Application can be rectified or cured by amendment. I shall deal with this part of their case later. However subject to this issue, Grounds 8 and 12 of the Contempt Application fail in their entirety save for the Residual Allegations. The first sentence of Ground 7 of the Contempt Application also fails as a separate independent ground for committal. Ground 7 should thus be confined to Mr Ammar's putative failure, in breach of the December 2023 Order, to disclose his profit share, if any, in "Better with Ouss", "Scale with Ouss" and "Mastermind Ikigai".

(7) Is it open to the Claimants to rely on Mr Ammar's third affirmation in support of the Claimants' case on Ground 12?

82. Ms McNicholas submitted that, regardless of the Contempt Application defects, the Claimants should not be allowed to treat the contents of his third affirmation as a contempt on which to found the Contempt Application itself. This is on the basis that, until he chose to deploy it, Mr Ammar's third affirmation was inadmissible in these proceedings. She also submitted that Mr Ammar did not deploy the affirmation until 21 July 2026. The logic of treating this as the date of deployment is that, by then, the affirmation had been incorporated, without objection, in the Trial Bundle with no challenge to the admissibility of the document nor, indeed, any reservation of rights at the hearing itself on 21 July 2026. If the affirmation was not deployed on 21 July 2026, it had certainly been deployed by 27 July 2026 when Ms McNicholas's Skeleton Argument was filed. This confirmed, at Para 3, that Mr Ammar wished to rely on the affirmation.

83. Since it was not deployed at the earliest until 21 July 2026, Mr Ammar's third affirmation was inadmissible when the Claimants issued the Committal Proceedings and, indeed, remained inadmissible when amended to incorporate

Ground 12. It was also inadmissible on 11 November 2025, when the Court gave the Claimants permission to rely on this Ground as an additional contempt or series of contempts.

84. It is well established that the respondent to a contempt application is entitled to the right to silence. Whilst he must be permitted to give evidence, he cannot be compelled to do so. This has a bearing on the admission of his written evidence. In *re B (Contempt of Court: Affidavit Evidence) [1996] 1 WLR 627, at 638E-F,* Wall J said, as follows.

> "In my judgment, the correct approach is that adopted by Sir Stephen Brown P in *In re W (Wards) (Publication of Information) [1989] 1 FLR 246.* The applicant can make no use of the respondent's evidence until it is deployed by the respondent, either by reading or relying upon it. It equally follows that a respondent who obeys a direction to swear, file and serve affidavit evidence prior to the hearing does not by so doing put himself in peril of cross examination, until such time as he deploys the evidence in support of his own case".

85. It follows that, whilst *CPR 32.14* provides for contempt proceedings to be brought against the author of a false statement, the Claimants were not entitled to make use of the statement in the current proceedings until after Mr Ammar chose to deploy the evidence in support of his case.

86. However now Mr Ammar has belatedly chosen to deploy his third affirmation in support of his case, the question that arises is whether the Claimants should be allowed to rely on his third affirmation as a ground for committal.

87. On balance, I have decided the answer to this question is yes.

88. *CPR Part 81* is a self-contained part of the Rules. It is also quasi-criminal in nature, *El Makdessi v Cavendish Square Holdings BC [2013] EWCA Civ 1540, at [50].* Nevertheless, the Overriding Objective applies, including, in particular, *CPR 1.1(2)(a)* and *(d).* This requires the Court to deal with the case justly and at proportionate cost whilst ensuring there is a fair trial. Mr Ammar is entitled to a fair trial notwithstanding that he has chosen not to attend personally.

89. Nevertheless, applying these considerations, I am satisfied that the Claimants should be permitted to rely on the Residual Allegations as grounds for committal.

90. Firstly, by the November 2025 Order, the Claimants were given permission to make their Ground 12 claim including their claim on the Residual Allegations, for the judgment, see *[2025] EWHC 3240 (Comm).* It is true, as Ms McNicholas submits, that Mr Ammar did not attend nor was he represented at the hearing and the Deputy Judge's attention was not drawn, at the hearing, to the principle that an applicant cannot make use of the respondent's evidence on committal until deployed in the respondent's favour. However, Mr Ammar has now elected to deploy his third affirmation and he can be taken to have done so knowing that he would thus be at risk that the Claimants could rely on the contents of his third affirmation as a separate ground for committal.

91. Secondly, when, on 12 June 2025, HHJ Pearce gave the Claimants permission to re-amend the Contempt Application so as to incorporate *inter alia* Ground 12 as a separate ground for committal, he made attendant directions for the parties to file and serve evidence. Mr Ammar was thus provided with the opportunity to file evidence in response to the allegations in Ground 12. Moreover, since the November 2025 Order, he can be taken to have been aware that the Claimants intended to advance their case on this basis at trial. It was always open to Mr Ammar – as Wall J observed in *re B (Contempt of Court: Affidavit Evidence) (supra)* – to file evidence to meet the Claimants' revised case in anticipation that he might not exercise his election to deploy such evidence until trial. If and once he exercised his election do so, he can also be taken to have been aware that his affirmation could be utilised to his own disadvantage.

92. Thirdly, if a case is to be dealt with justly, the parties should generally be permitted to advance their pleaded case in its entirety. Since the June 2025 Order, this has included Ground 12. Whilst the Claimants were subsequently given permission to advance the entirety of their Ground 12 case, Ms McNicholas submitted that the Claimants' case as a whole – spread across twelve statements totalling some 3,700 pages – was unfocussed and of excessive length. She also submitted that issues about the length of the hearing had been raised by Ms Clare Ambrose, sitting as a Deputy High Court, at a directions hearing, as long ago as 18 April 2024, well before the Claimants were given permission to amend to rely on additional Grounds of contempt, including not less than 18 new allegations in support of their case based on the delivery of dishonest affirmations and witness statements.

93. There is force in Ms McNicholas's submissions. However, the case was listed for trial for upwards of seven months prior to 21 July 2026. Given the nature of the application and the delay already, I did not revisit the trial arrangements when it initially came before me on 21 July 2026 otherwise than to grant a short adjournment. The hearing was adjourned so as to give Mr Ammar's new legal representatives the opportunity to take full instructions and acquaint themselves with the case. Now they have had such an opportunity, this does not warrant an order excluding, from consideration, the Residual Allegations as grounds for committal. However, I have taken into consideration Ms McNicholas's submissions on these matters when dealing with the Claimants' case as to the irregularities in their Contempt Application and their application for permission to amend.

(8) Rectification and amendment

94. Ms Brooke submitted that the relevant errors in Grounds 7, 8 and 12 of the Committal Application can be rectified or cured by amendment.

95. Until 1 October 2020, the court's jurisdiction to waive procedural defects in committal application was contained in *PD 81 Para 16.2*. It was expressly exercisable only if the court was satisfied that no injustice had been caused to the respondent by the defect. Following the abrogation of *PD 81*, the courts must revert to their more general jurisdiction, under *CPR 3.10,* to rectify a defect where there has been a failure to comply with the rules. However, it remains necessary for the court to consider whether the defect has caused injustice to the respondent and, more generally, whether it would be fair to make an order rectifying the error.

96. More generally, the Court has general powers of management under *CPR 3.1* which include, under *CPR 3.1(2)(p),* a general power to make orders for the purpose of managing the case and furthering the over-riding objective. No doubt, this encompasses a power to permit amendments to a contempt application. Again, however, the courts will be disinclined to make directions which are causative of unfairness to the respondent to such an application.

97. On the disputed hypothesis that the Re-Amended Application was defective, Ms Brooke submitted that the defects cannot have caused prejudice to Mr Ammar and I should thus make an order waiving any error of procedure. Alternatively, she

submitted that I should give the Claimants permission to amend the Re-Amended Application by adding details to the allegations in Ground 12. The amendments confirmed that each passage is alleged to be false and provided particulars of falsity. I was also provided with separate explanatory particulars based on the evidence of Mr Colin.

98. Ms Brooke also submitted that, if and to the extent necessary, the Claimants should be given relief from sanction under *CPR 3.9.* In this respect, I was again referred to the judgment of Cockerill J in *Deutsche Bank (supra)*. At [150], Cockerill J took the view that "…if the document is susceptible to strike out for disclosing no reasonable grounds or is an abuse of process, the *Denton* approach to any amendment to cure that defect is a natural one". However, this was "less so when a breach of a rule is in focus".

99. If, in the present case, *CPR 3.9* is engaged, this is for relief from sanction for want of compliance with *CPR 81.4(2)(h).* In the *Deutsche Bank* case, the sanction was said to be an order striking out the Application Notice under *PD 81 Para 16.1.* Of course, this provision has now been abrogated. No doubt, it would have remained open to Mr Ammar to apply to strike out the Application Notice under the Court's general powers given that the court's powers in *CPR 3.4(2)* apply to statements of case only. It is not obvious that CPR 3.9 applies in a case such as this where the Claimants' failure to comply with the Rules has general consequences which are not in the nature of a specific sanction. However, if *CPR 3.9* applies, the three-stage test in *Denton v TH White [2014] EWCA Civ 906* should be addressed.

100. No doubt there is more than one potential solution to the defects identified by Ms McNicholas, whether based on rectification, amendment or relief from sanction. However, mindful of the "heightened standard of procedural fairness" applicable in cases such as this, *Navigator v Deripaska (supra),* I am satisfied that each such solution fails on the basis it would be fundamentally unfair to Mr Ammar for the Claimants to be permitted to revise their case, as sought, by any of these routes at this stage of the proceedings.

101. In its current form, the Re-Amended Application Notice does not set out or summarise the essential facts on which the allegations in the relevant passages from Grounds 7, 8 and 12 are based. This is critical since it is axiomatic that the Claimants

are confined to the facts in the Application Notice itself, *Navigator v Deripaska (supra),* and cannot make good any omission to state such facts in the Application Notice itself by relying on the contents of their affidavits and witness statements.

102. The draft Re-Re-Amended Application Notice was only produced at the beginning of the second day of the hearing. Given the extent of the evidence deployed by the Claimants and the range of issues to which the amendments apply, Mr Ammar's solicitors and counsel were not provided with a fair or realistic opportunity to take full instructions on the Claimant's revised case at this stage. On 14 August 2026, another version of the draft Re-Re-Amended Application Notice was filed together with the Claimants' Reply dated 14 August 2026 to the Defendant's written Submissions dated 7 August 2026. There is no reason to believe Mr Ammar's legal representatives have had any opportunity to take instructions or respond to this. In any event, in my judgment it would be unfair to expect them to do so after the parties have each closed their respective cases.

103. The fundamental problem with each putative solution is that it is now too late for the Court to make directions to fairly dispose of or ameliorate the relevant defects consistently with the precepts of the Overriding Objective. There was no application for such directions prior to trial. Once the trial had commenced, there was no application for an adjournment and no compelling reason for an adjournment given the precepts in the Overriding Objective for cases to be dealt with justly and at proportionate cost having regard to the requirements for expedition and the allocation of an appropriate share of the court's resources. However, without an adjournment, it was too late for the court to make directions to overcome the relevant defects consistently with the "heightened standard of procedural fairness" identified in *Navigator v Deripaska (supra).* It is thus too late for the Court to give permission to amend and it would be inappropriate for the Court, in the exercise of its discretion, to make directions dispensing with the defects under *CPR 3.9* or *3.10.* If the *Denton* test is applicable, the Claimants fail at each stage of the threefold test. The defects involve a serious and significant breach of *CPR 81.4(2)(h)* for which there has been no satisfactory explanation and it would be unjust simply to make an order peremptorily dispensing with the defects without further directions.

104. In my judgment the relevant defects in Grounds 7, 8 and 12 of the Committal Application are fatal to the pertinent parts of the Application and it would be inappropriate and unjust for me to give the Claimants permission to amend or to make an order rectifying the defects at this stage of the proceedings.

(9) The Grounds for Committal

(i) Grounds 1 and 11

105. In its current re-amended form, Ground 1 is as follows.

> "D1 has breached paragraphs 5-7 of [the June 2023 Order] and 4-6 of [the July 2023 Order] and has since 29 June 2023 dissipated assets subject to the Freezing Injunction which do not fall within the exceptions as described at paragraphs 36-79 and 97-99 of the Second Affidavit of Nicolas Colin sworn on 2 February 2024 and paragraphs 7-38 of the third Affidavit of Nicolas Colin sworn on 27 March 2024. He has further dissipated assets by arranging for profit shares, income or other remuneration to which he is entitled to be paid to satisfy his expenses directly, instead of being paid to him into bank accounts subject to the Freezing Injunction. The Claimants understand that he has done in relation to the business ventures "Business Pro", "Better with Ouss", "Scale with Ouss", "Travel with Ouss", "Better Call Ouss", "Business Pro" (sic) and "Mastermind Ikigai. D1 has also spent amounts which do not fall within the exceptions in the Freezing Injunction since the maximum sum was increased on 12 (sic) April 2024, including on luxury hotels and creating new businesses".

106. A case could be made that, on its face, Ground 1 is limited to breaches of the June and July 2023 Orders. In substance, the June 2023 Order came to an end on 12 July 2023 and the July 2023 came to an end on 15 April 2024 (not 12 April 2024) when Andrew Mitchell KC made an order ("**the April 2024 Order**") providing for the July 2023 Order to be "varied" and "replaced" by an injunction in which the prohibition ceiling was raised from assets to a value of €1,078,098 and £42,609 to €9,594,634.68 and £1,331,451.01 respectively following a re-assessment of the value of claims denominated partly in Euros and partly in £ Sterling. However, objectively construed, Ground 1 of the Contempt Application was and is apt to apply to the prohibitions successively imposed by each order, including the April 2024 Order. It was provided in the April 2024 Order itself that, subject to the

changes thereby effected, the freezing injunction in the July Order 2023 would "remain in effect until further order". The Contempt Application should be construed to have encompassed the continued form of freezing relief following the amendments effected to the earlier orders by the April 2024 Order. This is obvious given that the final sentence of Ground 1 expressly applies to amounts expended after the ceilings were raised albeit on an erroneously stated date, 12 April, rather than 15 April 2024. Wisely, no point is taken about any of this.

107. At trial, Ms Brooke confirmed that Ground 1 is now limited to the period from 15 April 2024. On this basis, the Claimants can avoid the need to meet Mr Ammar's case – founded on his first affirmation – that the Defendants' assets exceeded the ceilings of €1,078,098 and £42,609 mindful that, even on Mr Ammar's evidence, the Defendants' assets were well below the revised ceilings at all times. The Claimants' case is thus limited to the allegations that, on or after 15 April 2024, Mr Ammar dissipated assets by causing them to be applied directly to his expenses and incurring expenditure outside the permitted exceptions to the 15 April 2024 order.

108. Ground 11 was introduced, in its entirety, by way of re-amendment. It is in the following form.

"D1 acted in breach of paragraph 4.1 of the [the December 2023 Order] in arranging for profit shares, income or other remuneration to which he is entitled to be paid to satisfy his expenses directly, instead of being paid into bank accounts subject to the Freezing Injunction. The Claimants understand that he has done so in relation to the business ventures "Business Pro", "Better with Ouss", "Scale with Ouss", "Travel with Ouss", "Better Call Ouss" and "Mastermind Ikigai".

109. In substance, Grounds 1 and 11 are now founded on two independent sets of allegations. These are as follows.

109.1. In breach of the prohibitions on (1) removal and disposal, in Paragraph 1 of the April 2024 Order, and (2) "steps to…prevent payment…into bank accounts subject to the [freezing orders]", in Paragraph 4.1 of the December 2023 Order, Mr Ammar diverted assets to meet his expenses ("**the Diversion Allegations**"). These are assets to which he would otherwise have been or become entitled. He has allegedly done so through the business ventures known as "Business

Pro", "Better with Ouss", "Scale with Ouss", "Travel with Ouss", "Better Call Ouss" and "Mastermind Ikigai".

109.2. In breach, again, of the prohibitions on removal and disposal in Paragraph 1 of the April 2024 Order, Mr Ammar has expended amounts on luxury hotels and creating new businesses which do not fall within the scope of the Exceptions to the April 2024 Order ("**the Expenditure Allegations**").

110. I shall first consider the Diversion Allegations.

111. Unfortunately, the nature of the relevant business ventures and activities is vague and obscure as, indeed, is the ownership of assets subject to such ventures. However, the Claimants rely on material provided by Mr Ammar himself. The business ventures and activities appear to include investment and advisory services. In his second witness statement, at paras 19-23, and his third affirmation, at paragraphs 117-125, Mr Ammar described "Business Pro" as a business venture set up by Mr Ammar himself and a business colleague known as Mr Yomi Denzel in which Mr Ammar was entitled to 20% of the profits and Mr Denzel 80%. In paras 119 of his third affirmation, Mr Ammar described Business Pro as a program on a platform provided by Mindeo FZCO ("**Mindeo**"). Elsewhere in his third affirmation (Para 117), Mr Ammar refers to an agreement between Mindeo and Polypo & Cie FZCO which was superseded on 1 January 2024 by an agreement between Mindeo and Daedalium LLC ("**Daedalium**"), a company registered in the USA in which Mr Ammar himself had an interest. Apparently, these are corporate vehicles for the projects.

112. In his third affirmation dated 17 May 2024, Mr Ammar stated, at para 122, that he had, by then borrowed a total of €1,025,510 from Mr Denzel and his "share of the Business Pro Agreement" was being applied "towards reducing those loan amounts". At "OA6", he exhibited a statement showing "the loans I have received and the profit shares, showing the net position". On the basis that the loans were paid into a bank account held by Daedalium with Mercury Bank, Ms Brooke submits that they can be seen to have been set off against Mr Ammar's share of the profits.

113. Conversely, "Better with Ouss", 'Scale with Ouss" and "Mastermind Ikigai" appear to be the names assigned to projects into which Mr Ammar entered with

another business colleague, Mr Alec Henry, who operated through Aries Consulting FZE, a company registered in the United Arab Emirates. Ms Brooke submits that it can again be seen from documentation exhibited to Mr Ammar's third affirmation that, as at 17 May 2024, Mr Ammar's profit shares from these projects amounted to some €648,987.78 yet only €100,565.26 had been paid into the Mercury bank account.

114. To the extent that Mr Ammar has diverted, to the payment of his expenses, assets which ought to have been credited to the specified bank accounts, this is alleged to give rise to Ground 11.

115. As a preliminary point, Ms McNicholas submitted that the putative acts of removal and disposal related to third party assets, not "the Respondent's assets", as defined. She submitted that, since Daedalium was Mr Ammar's legal vehicle for the relevant business ventures, Daedalium was entitled to the profits of the ventures, not Mr Ammar nor Fabuleo, and the profits or expectations of profit from such ventures could not be regarded as the Respondent's assets. To the extent Mr Ammar caused the funds to be diverted, he did so in his capacity as a director of Daedalium and not in his personal capacity. On this basis, she submitted that the putative acts did not amount to a breach of the April 2024 Order as envisaged in Ground 1. Nor, on this basis, would there have been a breach of the injunction on steps to prevent payment of such assets into the identified Bank accounts as envisaged in Ground 11.

116. Ms McNicholas's submissions were ingeniously presented. However, in each relevant order, the definition of Respondent's assets was wide enough to comprehend shared or separately tiered ownership of a single asset or separate rights in such an asset. Provided that one of the named Respondents had an interest in the asset whether "legally, beneficially or otherwise", it applied to the relevant interest regardless of whether the asset was held in the name of the Respondent, as defined. This was and is wide enough to include rights of possession and trusteeship in addition to beneficial ownership. If Daedalium was entitled to an asset, it did not and does not follow that Mr Ammar was precluded from having an interest in the same asset at the same time.

117. Ms McNicholas relied upon the judgment of Peter MacDonald Eggers QC, sitting as a Deputy High Court Judge, in *FM Capital Partners Ltd v Marino [2018] EWHC 2889 (Comm)* following the observations of Hildyard J in *Group Seven Ltd v Allied Investment Corporation Limited [2014] 1 WLR 735* and the Court of Appeal in *Lakatamia Shipping Co Ltd v Su [2015] 1 WLR 291.* Ms McNicholas referred, in particular, to the following passage from the judgment in *FM Capital Partners (supra)* at *32(1)-(5).*

> "(1) The extended definition of assets in the standard form of freezing order does not, by itself, render the freezing order applicable to the assets of a third party, including a company wholly owned and controlled by the respondent.
>
> (2) In order that the extended definition should apply to a particular asset, that asset must be one to which the respondent is beneficially entitled or in which the respondent is beneficially interested.
>
> (3) When the respondent, in his or her capacity as a director of shareholder of a company, exercises control to dispose of or deal with a company's assets, the respondent is acting an organ or agent of the company, not an individual in his or her right. Whilst the conduct or knowledge of an individual may be attributed to a company for a variety of reasons, the reverse is not true, that is the conduct or knowledge of a company is not to be attributed to the individual director or shareholder.
>
> (4) Nevertheless, where the respondent exercises control over the assets of a company in which he or she is the only or principal shareholder, that conduct may have the effect of diminishing the value of the respondent's shareholding in the company, and as that shareholding is an asset which is captured by the freezing order, such conduct may be enjoined by the freezing order. This is very unlikely to be the case where the respondent is exercising such control in the ordinary course of business of the company. Nevertheless, such a consideration would justify the imposition of a notice requirement in the freezing order on the part of the respondent in respect of a company's assets.
>
> (5) There may be occasions where the freezing order could be expressed by the court to apply to the assets of a company wholly owned or controlled by

> the respondent, where that company is not a defendant to the substantive litigation, but that jurisdiction is to be exercised only exceptionally, for example, where in truth the company's assets are the respondent's assets (as Hildyard J suggested in respect of non-trading companies which have no active business and 'which are in truth no more than pockets or wallets of that respondent')."

118. It is not suggested that this statement of principles is incorrect. However, it is, of course, focussed on part only of the definition of the Respondent's assets in the model freezing order, namely the passage providing, at the end of the definition, for the Respondent's assets to be deemed to include assets held by a third party subject to the Respondent's instructions. This part of the definition was described by Christopher Clarke J in *JSC BTA Bank v Albyazov [2012] 2 AER (Comm) 1243* as "the extended definition" in the model freezing order, an expression which the Judge in *FM Capital (supra)* was himself content to adopt. It is not specifically concerned with the initial provisions in the model order relating to the interest of the Respondent in the assets. It applies only to assets held by a third party on behalf of the Respondent or under its control and is "designed to catch assets which are not owned legally or beneficially but over which the defendant has control", *JSC BTA Bank v Albyazov [2015] 1 WLR 4754* at [37] (Lord Clarke).

119. The Judge's guidance in *FM Capital (supra)* was given in the context of an application to vary a freezing order so as to provide *inter alia* that a world-wide freezing order did not apply to the assets of four companies in which the respondent had an interest or was otherwise involved in the direction of their affairs. The Judge made an order varying the freezing order so as to provide that it would no longer apply to the companies. He also removed the formula – described as "the Commercial Court words" – providing for the order to apply to assets "…whether the respondent is interested in them legally, beneficially or otherwise". However, the Judge reached this conclusion after observing, at [55(b)], that there was "no evidence to suggest that there is any basis for concluding that the assets of these companies are, legally or beneficially, the assets of [the respondent] (nor did [counsel] suggest that they were)". Conversely, in the present case, the December 2023 Order incorporated the so-called Commercial Court words and it was made on the footing that the Daedalium's Mercury Bank account and the profits from

services provided via Daedalium were to be treated as the Respondent's assets. The injunction, in Para 4.1 of the December 2023 Order, prohibited steps to prevent the payment of the Respondent's assets into "bank accounts subject to the WFO including but not limited to the Mercury account…in the name of Daedalium LLC…".

120. Ms McNicholas's submissions overlooked the essential nature of the case against Mr Ammar based on the way in which the relevant assets have been treated.

121. Mr Ammar regarded Daedalium's assets as his own "money box", see Tomlinson LJ in *Lakatamia Shipping (supra*) at *[42],* dealing with and disposing of the same on this basis. Not only is this apparent from his own evidence, it can also be seen from Para 4.1 of the December 2023 Order in which the Mercury Bank account – in the name of Daedalium – was classed as an asset of "the Respondent". This order was made and perfected at a time Mr Ammar was represented by solicitors and counsel, albeit before he instructed Lewis Silkin and Ms McNicholas. As Mr Ammar himself appears to have recognised, the relevant assets were held by him personally to be dealt with as and how he thought fit, not in the ordinary course of a business. No evidence has been adduced to show that Mr Ammar applied the relevant assets in his capacity as a director of Daedalium or, indeed, any other company rather than in his personal capacity.

122. However, if he held the relevant assets on behalf of Daedalium, Mr Ammar has not properly explained the legal basis on which he was entitled to deal with and dispose of the assets bearing in mind that Daedalium was and is registered in the USA, the relevant assets were disposed of in countries outside the jurisdiction of the courts of England and Wales and there is no expert evidence before the court in relation to the laws of the state in the USA in which Daedalium was registered or the countries in which the relevant assets were applied. Nor has Mr Ammar done anything to suggest that he was entitled to dispose of the relevant assets on behalf of Daedalium itself and did so through the lawful exercise of his powers as a director. If it is Mr Ammar's case that that he dealt with and disposed of the relevant assets on this basis, it was incumbent on him to advance such a case supported by evidence. In this respect, there was an initial evidential burden on him. He has adduced no such evidence. In the event he had chosen to do so, no doubt the Claimants would have filed evidence in response to challenge the factual and

conceptual basis of this part of his case. Moreover, on the hypothesis that the relevant assets had been applied on behalf of Daedalium in this way, they would also have sought to rely on the attendant diminution in the value of Mr Ammar's shareholding as an act of dissipation.

123. The present case is quite distinct from *FM Capital Partners Ltd (supra)* in which it was not claimed that the respondent himself had an interest in the relevant assets and the court thus acceded to the respondent's application to remove the so-called Commercial Court words. It is also distinct from *Group Seven (supra),* in which there were committal proceedings for breach of a freezing order based on a settlement agreement authorised by the director of a third-party company in the exercise of his powers as director and Hildyard J concluded that a settlement agreement pertaining to a company did not involve disposal of the assets of a director of the company. Consistently with this conclusion, the Court of Appeal confirmed, in *Lakatamia Shipping (supra),* that a freezing order in respect of the director himself did not apply directly to the company's assets. However, if there was an issue in these cases as to whether the directors had exercised rights of disposal independent from their office as director, this did not feature as a material consideration.

124. On the hypothesis that Mr Ammar did not dispose of the relevant assets on behalf of Daedalium itself through the lawful exercise of his powers as a director, he can be taken to have appropriated the same to his own personal use. It is conceivable that, in doing so, he will be treated as having held the relevant assets on constructive trust and committed a breach of trust when disposing of them, *Paragon Finance plc v Thakerar [1999] 1 AER 400.* However, having appropriated such assets to his own personal use, he will be treated as having an interest in the asset, whether held "legally, beneficially or otherwise" so as to satisfy the definition of Respondent's assets. On this basis, it would be unnecessary to invoke the extended definition, described as such by Christopher Clarke J in *JSC BTA Bank v Albyazov [2012] 2 AER (Comm) 1243* and adopted by Peter MacDonald Eggers QC in *FM Capital (supra).*

125. Of course, if and to the extent that the assets were never held by or on behalf of Daedalium or otherwise within its beneficial ownership, it can be surmised they were held by or on behalf of Mr Ammar at all times and are to be treated as the

Respondent's assets on this basis, whether by virtue of the extended definition or otherwise.

126. Having determined that the Contempt Application is properly founded on the Respondent's assets, as defined, I am persuaded that Mr Ammar has been shown to have caused such assets to be applied towards his expenses and thus committed a breach of the injunction on disposing, dealing with and diminishing the value of the assets within the meaning of Para 4.2 of the July 2023 Order, as amended by Paragraph 1 of the April 2024 Order.

127. A measure of caution is exercisable since Ground 1 of the Contempt Application is now limited to breaches on or after 15 April 2024 and a substantial amount of the evidence pre-dates this. However, after filing his third affirmation dated 17 May 2024 and Ms Caroline Phipps' witness statement dated 20 May 2024, Mr Ammar did not take the opportunity to file evidence in response to the affidavits and witness statements of Mr Colin dated 6 June, 3 July, 25 September and 5 November 2025. This is so notwithstanding that, by the June 2025 Order, he was given permission to file and serve evidence in response to the evidence filed by the Claimants in support of the Re-Amended Contempt Application. Nor did he do anything afterwards to up-date the Claimants in relation to his financial position. Of course, by this stage, Mr Ammar was acting in person. However, there is no suggestion he was unaware of the June 2025 Order or his rights and opportunities under it. Once Lewis Silkin were instructed, a short additional witness statement dated 27 July 2026 from Mr Ammar was filed at court. However, this was directed to other aspects of the case.

128. Much of the Claimants' evidence relates to the removal and disposal of assets prior to the April 2024 Order. However, I am satisfied that, after the April 2024 Order took effect, Mr Ammar continued to cause the Respondent's assets to be applied towards his expenses so as to commit breaches of the freezing injunction. For the avoidance of doubt, I have reached this conclusion on the basis that the Respondent's assets encompassed derivative income, *JSC BTA Bank v Ablayazov [2015] UKSC 64.* It appears from Mr Ammar's own podcasts since April 2024 that he has diverted the income from his business ventures to meet his own expenses. This includes, in particular, his ventures styled "Travel with Ouss" and "Better Call Ouss". It includes a trip, in October 2024, to Japan in which he was to be paid or

credited by clients at a rate of €9000 each in anticipation that the proceeds would be credited against his own expenses in Japan for a month. It also included providing services to the owner of a boathouse in Paris in return for the use of the boathouse for a period of one month. In the absence of evidence to the contrary, I can reasonably infer that the trip to Japan went ahead and Mr Ammar was able to fund his expenses on the basis and in the manner envisaged. There is also no reason to believe that his account in relation to the use of the boathouse is incorrect. The application of the Respondent's assets in this way cannot reasonably be regarded as expenditure in the ordinary course of business. By its very nature and quantum, it is inherently unlikely that it could be regarded as such. However, if Mr Ammar were to advance a case to the contrary, he could be expected to file explanatory evidence. He has failed to do so.

129. For the avoidance of doubt, however, I am not satisfied that by causing his assets to be applied in this way, Mr Ammar has also committed a breach of the injunction, in Paragraph 4.1 of the December 2023 Order, on "steps…to prevent the payment of …the Respondent's assets into bank accounts subject to the" freezing order. This is because, whilst clumsily worded, the prohibition in Paragraph 4.1 of the December 2023 Order is to be construed narrowly so as to include pecuniary transactions and thus the diversion only of funds. To construe the prohibition more widely would involve exploiting a potential ambiguity to Mr Ammar's disadvantage and would thus be unfair to him as putative contemnor.

130. In my judgment, it follows that the claim based on Ground 11 of the Contempt Application fails.

131. Whilst it appears from his third affirmation dated 17 May 2024 that Mr Ammar might have committed breaches of Paragraph 4.1 of the December 2023 Order by allowing his "share of the Business Pro Agreement" to be applied towards the reduction of an alleged loan, from Mr Denzel, of €1,025,510, this does not obviously form part of Ground 11 which is limited to his expenses.

132. No doubt, the Claimants' more general allegation in relation to Mr Ammar's putative failure to account properly for the proceeds of the business venture styled "Mastermind Ikigai" could potentially be deployed in support of this part of their case. In Paras 35-36 of his fourth affidavit, Mr Colin states that Mr Ammar has only

paid part of the proceeds of this venture into the Mercury Bank account. However, this is primarily based on documentation provided by Mr Ammar for the period prior to 15 April 2024. I am not persuaded that I can extrapolate from this to infer that Mr Ammar subsequently took steps to prevent the payment of funds into the relevant Bank accounts.

133. The Expenditure Allegations are separate free-standing allegations that "D1 has also spent amounts which do not fall within the exceptions in the Freezing Injunction since the maximum sum was increased on [15] April 2024, including on luxury hotels and creating new businesses".

134. In support of the allegation about his expenditure on luxury hotels, the Claimants rely on email messages to Mr Ammar which appear to show that, after 15 April 2024, he continued to stay at luxury hotels and contend that it can be inferred that this has been funded out from assets subject to the April 2024 Order. They have also exhibited, at "NC9", an invoice dated 3 March 2025, addressed to Mr Ammar in respect of a two day visit to the Grand Hotel du Cap-Ferrat on 1-3 March 2025, in the sum of €2,630.86, for accommodation, breakfast, lunch and dinner subject to room service delivery charges and tax at €6.43 for each day of his stay.

135. In relation to this two day visit, I am satisfied that the Claimants' case is substantiated.

136. Firstly, it can be inferred that the essential factual basis for the allegation is made out, namely that Mr Ammar incurred a liability in the sum of €2,630.86 for the visit and paid for it out of the Respondent's assets, as defined. Mr Ammar treated Daedalium's assets as his own. If and to the extent that payment was funded, in whole or in part, from monies held on Daedalium's behalf at any time, Mr Ammar can be taken to have appropriated the funds for his own personal use by the time he authorised payment.

137. Secondly, I am satisfied that Mr Ammar was not entitled to make such a payment under the Exceptions to the April order. Whilst these provided that Mr Ammar was entitled to spend £4000 per month towards his ordinary living expenses, a payment of €2,630.86 for a two day visit to a luxury hotel of this nature cannot be regarded as a payment towards Mr Ammar's ordinary living expenses. Whether an item of expenditure falls within a person's ordinary living expenses is to be assessed with

respect to that person's particular circumstances. However, it is also to be assessed objectively. In my judgment, this cannot be regarded as an item of ordinary living expenses notwithstanding Mr Ammar's extravagant lifestyle.

138. In addition to his expenditure on ordinary living expenses, Mr Ammar was entitled to incur expenditure in the ordinary and proper course of business. However, no convincing evidence was admitted to suggest this expenditure might have been incurred in the ordinary and proper course of business and it is inherently unlikely this was so. In any event it was a condition of the Exceptions that, before spending any money, Mr Ammar was required to tell the Claimants' legal representatives where the money was to come from. This condition was not complied with.

139. The Claimants have thus substantiated their allegation, in the last sentence of Ground 1, that Mr Ammar committed a breach of the prohibitions on disposal and dealing with the Respondent's assets.

140. However, whilst the Claimants are able to show that Mr Ammar has created or been involved in the creation of new businesses, including The Gloops, Celertai, TGIM Capital, The Labyrinth, Oussama Ammar Shop Officiel and Leverdesfonds.fr, no evidence has been admitted to show or, indeed, indicate how the new businesses have been funded. It is more than conceivable that Mr Ammar has funded at least some of these businesses from the Respondent's assets, as defined. However, I am not satisfied, that this has been established according to the criminal standard of proof.

141. Although the Claimants have failed to establish a Ground 11 breach, they have partially succeeded in establishing the breaches encompassed by Ground 1. They have shown that by diverting income from his ventures known as "Travel with Ouss" and "Better Call Ouss" to meet his expenses and paying or assuming a liability for €2,630.86 in respect of a two day stay at the Grand Hotel du Cap-Ferrat, Mr Ammar committed breaches of the April 2024 Order.

142. The April 2024 Order was made at a time that Mr Ammar had ceased to instruct lawyers. However, this order appears to have been made at a hearing at which he was present and, save for the increase in the prohibition ceiling, the freezing injunction was in essentially the same terms as earlier orders made at a time when

he did have legal advice. Moreover, Mr Ammar is an astute business man. It appears from his podcasts that, whilst well aware of the injunctions, Mr Ammar was seeking to devise schemes to circumvent the orders. In the absence of convincing evidence to the contrary, I am satisfied that, at the time he committed each of the relevant breaches, Mr Ammar knew of the terms of the order and of the facts which made his conduct a breach.

143. To this extent, Ground 1 succeeds.

(ii) Ground 5

144. By Para 7(i) of the December 2023 Order, it was provided as follows.

> "The Respondent shall from the date of this order: (i) inform the Claimants 7 days prior to withdrawing any amount from the Mercury Account over £5,000 and the reason for the withdrawal".

145. The "Mercury Account" is denoted, in Paragraph 6.4 of the December 2023 Order, as the account with Mercury Bank at 660 Mission Street, San Francisco, California with identified account and routing numbers. This account is held in the name of Daedalium.

146. The Claimants contend that Mr Ammar is in breach of this provision because he caused or allowed funds in excess of £5000 to be transferred without giving the Claimants notice of the withdrawals. In support of this allegation, they exhibit bank statements for the Mercury Bank account showing three payments in early 2024 to a total value of $97,298.59 which were made without notice to the Claimants.

147. In his third affirmation, Mr Ammar accepts that these payments were made, as alleged, without prior notice. He provides some explanatory evidence and apologises for the breaches.

148. The Claimants have established the breaches in Ground 5. The December 2023 Order was in clear and un-ambiguous terms. It was also made at a time that Mr Ammar had the benefit of legal representation and advice. The breaches were committed not long after the December 2023 Order was made and the aggregate amount of the payments was substantial. I am satisfied that, at the time of each breach, Mr Ammar knew of the relevant terms of the order and of the facts constituting a breach.

149. Ground 5 succeeds.

(iii) Ground 6

150. By Para 7 (ii) of the December 2023 Order, it was provided that

> "the Respondent shall from the date of this order …(ii) provide the Claimants with bank statements for the Mercury account by 4pm every 14 days starting on the day on which the witness statement referred to at paragraph 8 below is served".

151. By Para 8 of the December 2023 Order, this witness statement was to be filed by 4pm on 18 December 2023. Mr Ammar made a witness statement on 18 December 2023. No doubt, this was served on 18 December 2023 and Mr Ammar was thus required to provide the Claimants with bank statements for the Mercury Bank at intervals of 14 days with effect from that date.

152. By the March 2024 Order, it was provided that, by 4pm on 20 March 2024, Mr Ammar would file another witness statement providing scheduled information and documentation. The scheduled documentation included the Mercury Bank statements and statements in respect of accounts with three other banks, Revolut, Barclays and Solo Bank together with "any other bank accounts subject to the Freezing Injunction…"

153. In Ground 6 of the Contempt Application, as amended, the Claimants rely expressly on breaches of the December 2023 Order and, by implication, breaches of the March 2024 Order. On Mr Ammar's behalf, no point is taken about the absence of any specific reference to the March 2024 Order in the Re-Amended Contempt Application.

154. The Claimants have shown that, in breach of the December 2023 Order, Mr Ammar failed to provide the bank statements by 4pm on 1 January, 15 January and 29 January 2024. Indeed, at the time that the Contempt Application was issued, he had not provided any such statements. On 19 March 2024, he started to provide the Claimants with bank statements but this ceased with effect from October 2024. Since then, he has not provided any additional bank statements. On behalf of Mr Ammar, it was contended that he offered Withers on-line access to his accounts on 12 April 2024 but this possibility was not pursued.

155. The Claimants have shown that Mr Ammar has repeatedly committed breaches of his obligations to provide the Claimants with bank statements and, since 30 October 2023, failed to provide any bank statements at all. This is not without significance since it has denied the Claimants essential information about the continuing application of the Respondent's assets.

156. In his witness statement dated 27 July 2026, Mr Ammar acknowledged that he had failed to disclose, as required, the bank statements for the Mercury Account and tendered an apology to the Claimants and the Court.

157. The Claimants have established their case on this Ground. Again, I am satisfied that, at the time of each breach, Mr Ammar knew of the relevant terms of the order and the facts constituting a breach.

(iv) Ground 7

158. By Para 8.1 of the December 2023 Order, Mr Ammar was required to provide, by witness statement, "a list of the gross fees and/or commission and/or a share of profits in whatever form earned, or assets over £10,000 received [by them], from 29 June 2023" with details of "the basis for the same and, where such assets and/or amounts have been deposited/paid". This was to be filed by 4pm on 18 December 2023.

159. The Claimants contend that Mr Ammar has committed a breach or breaches of this obligation. They do not take a point about the date on which his witness statement dated 18 December 2023 was filed. However, they state, in Ground 7, that he "failed in [this] witness statement…to disclose profit shares to which he is entitled in relation to the business ventures "Better with Ouss", "Scale with Ouss" and "Mastermind Ikigai".

160. For reasons that I have given, the Claimants' case is limited to the allegations in relation to these particular business ventures and do not encompass any allegation in relation to "Business Pro".

161. In my judgment, Ground 7 has been substantiated with reference to Mr Ammar's share in the profits of "Better with Ouss" and "Mastermind Ikigai" only.

162. Amongst the documents exhibited by Mr Ammar to his third affirmation as "OA6" at p218, there are summarised accounting records, showing that, in

November and December of an un-identified year, Mr Ammar's share of profits from "Better with Ouss" respectively amounted to €93,343.30 and €56,545.10 substantially in excess of £10,000 for each months. Although the year is unidentified, it is implicit this was 2023. From the same records, at pp217-8, it appears that, on 27 April 2023, Mr Ammar incurred set-up costs of €47,410.75 for "Ikagai" and, on 4 August 2023, a loss of €28,446.45 on "Ikigai 1". However, Mr Ammar's share of revenue in 2023, if any, from "Mastermind Ikigai" and "Scale with Ouss" was not stated.

163. Whilst Mr Ammar listed his sources of remuneration in Paragraph 11 to this witness statement dated 18 December 2023, including substantial sources of "consulting income" from "Better Call Ouss", he did not identify "Better with Ouss", "Scale with Ouss" or "Mastermind Ikigai" as a source of remuneration, whether by way of income, profit or otherwise.

164. On the eve of trial, Mr Ammar filed a fourth witness statement dated 27 July 2026 in which he acknowledged and apologised for a failure to disclose his profit share in "Better with Ouss" and "Ikigai Society" which I take to be a reference to "Mastermind Ikigai". However, in the same witness statement, he observed that "the contract underpinning [the] arrangement [in respect of] "Scale with Ouss" was not entered into until 3 February 2024".

165. When this is coupled with the evidence from Mr Ammar's summarised accounting records, I can infer that, prior to 18 December 2023, Mr Ammar made a profit from "Better with Ouss", itself substantially in excess of £10,000, which he did not disclose in his witness statement dated 18 December 2023. Whilst Mr Ammar apologised for failing to disclose his profit share in respect of "Ikigai Society" (sic), he did not state that he made a profit from this business prior to 18 December 2023. However, in the absence of evidence to the contrary from Mr Ammar, I can reasonably infer that "Mastermind Ikigai" was also a business asset generating funds or profits for Mr Ammar at the time. On this basis, the December 2023 Order required Mr Ammar to disclose his returns from the business. He failed to do so.

166. However, I can draw no such inference in relation to "Scale with Ouss". In his witness statement dated 27 July 2026, Mr Ammar states that the contractual

arrangements in relation to "Scale with Ouss" were only made in February 2024. There is no substantial evidence that the relevant business commenced prior to this date.

167. Ms McNicholas repeated her submission that Mr Ammar was under no obligation to disclose his putative share of the profits payable to Daedalium since Daedalium was not a Respondent, as defined. Again, however, this overlooks the width of the definition of the Respondent in the December 2023 Order which was apt to include assets in which Mr Ammar had an interest "legally, beneficially or *otherwise*", including assets which he can be taken to have personally appropriated from Daedalium. Having done so, Mr Ammar was to be treated as an owner and can be seen to have regarded himself as such. This is the obvious explanation for the acknowledgment and apology in his witness statement.

168. Under Ground 7, the Claimants have established that Mr Ammar committed breaches of his obligations, under December 2023 Order, to disclose his profit share in relation to "Better with Ouss" and "Mastermind Ikigai" only.

169. There was potentially an ambiguity in the December 2023 Order as to whether the £10,000 threshold was limited to assets or encompassed commission, profits or remuneration and, if not, as to the scope of the definition of assets. However, this potential ambiguity was not relevant in the case against Mr Ammar given the scale of his business activities and profits as a whole, including the business styled "Better with Ouss".

170. If his income or share of profits exceeded £10,000, there could never have been any room for doubt that he was required to provide information about it. Moreover, the order was made at a time Mr Ammar had the benefit of legal representation and advice. As required, he made the witness statement shortly after the order. I am satisfied that, at the time of the breach, Mr Ammar knew of the relevant terms of the order and of the facts constituting a breach.

171. To this extent, Ground 7 has been successfully established.

(v) Ground 12

172. On Ground 12, the Claimants' case is now limited to the Residual Allegations.

(a) Mr Ammar's second affirmation: second sentence of Para 39

173. Para 39 of Mr Ammar's second affirmation was as follows.

> "Very recently, I travelled to Japan to hire 3 people for the Lyra Haruto Company Inc. That trip was paid for by that company as a business expense".

174. The Claimants implicitly contend that the statement in the second sentence was false because, whilst in Japan, Mr Ammar paid the sum of $1574.10 in respect of meals at expensive restaurants for which he was not reimbursed by Lyra Haruto Company Inc.

175. To establish their case for contempt, the Claimants must show that the statement was false and that, when he made the statement, Mr Ammar did not honestly believe it to be true. It must also be shown to have interfered with the administration of justice in a material respect.

176. On balance, I am not persuaded that these requirements are fully satisfied in respect of this item according to the criminal standard of proof. In his affirmation, Mr Ammar did not state that the trip was *exclusively* paid for by Lyra Haruto Company Inc and there is no suggestion Lyra Haruto did not meet the other costs and expenses, including flights and hotel accommodation. The amounts Mr Ammar paid for meals on this visit were substantial. However, they were entirely consistent with his own extravagant lifestyle. If, as appears, Lyra Haruto was substantially responsible for the costs of the visit but, on occasion, Mr Ammar took it upon himself to pay for meals, there is at least a reasonable doubt as to whether it was false for Mr Ammar to state that the trip was paid for the company and, if so, whether I can infer Mr Ammar did not honestly believe it to be true.

177. This part of the Claimants' case fails.

(b) Mr Ammar's third affirmation: Paragraphs 150, 151 and 176

178. There are no particulars of falsity in the Contempt Application. This leaves limited room for a case based on inference or impression. Where a specific passage is alleged to be false, it must generally be shown as such without the need to draw inferences about the general impression Mr Ammar was seeking to create from other passages in his statements.

179. In Paragraph 150 of his third affirmation, Mr Ammar stated in bald terms that he was "the only person with a debit card linked to the Solo Account".

180. In Paragraph 151, Mr Ammar stated that "when I had funds in the Solo Account I used it to pay for living expenses".

181. In Paragraph 176, Mr Ammar stated that he "was the only cardholder in respect of the Solo Account".

182. The references to the Solo Account are to Mr Ammar's bank account with Solo Bank, Georgia. The bank account appears to have been held in Mr Ammar's sole name. He was the sole account holder identified in the disclosed bank statements. The Bank issued Mr Ammar with debit cards in respect of the bank account. No doubt, these were issued in his name. However, there is no evidence that the Bank issued such cards in the name of third parties. In this respect, Mr Ammar was the only cardholder. His statement to this effect was not obviously false. Whilst it may be argued, that through his statement in Paragraph 176, Mr Ammar was seeking to create a misleading impression, it has not been established, according to the criminal standard of proof, that when he made the statement in this paragraph, Mr Ammar did not honestly believe it to be true.

183. It follows that the Claimants' case on Paragraph 176 fails.

184. However, I have reached a different conclusion in relation to Paragraphs 150 and 151.

185. Mr Ammar's statement in Paragraph 150 was as to possession of the debit card. He was thus stating that he was the only person in possession and thus able to use the debit card. This statement was false since it is obvious from the available evidence that Mr Ammar permitted one or more third parties to use his debit cards with Solo bank and they regularly did so. In all likelihood, this includes his female acquaintances, Ms Veronika Vyazovskaya and Ms Sara Benamara. This included regular cash withdrawals in Ukraine at a time Mr Ammar was not there. Since Ms Vyazovskaya is herself Ukrainian, it is overwhelmingly likely that she made the transactions herself with the use of a debit card provided to her by Mr Ammar himself.

186. Having sought to give the impression that he was the only person in possession of the card, Mr Ammar's statement, in Paragraph 151, that he used his Solo Bank account for the payment of his living expenses was also false since he was not the only person using the card and it was being used for purposes other than his own

living expenses. This includes Ms Vyazovskaya's use of the card in Ukraine. It is true that Mr Ammar did not state that the bank account was used exclusively for the payment of his own living expenses but this was implicit in his testimony.

187. On its face, Mr Ammar made his third affirmation before a solicitor in Dubai and he solemnly and sincerely affirmed its contents. Contrary to his affirmation, I am satisfied, according to the criminal standard of proof, that Mr Ammar did not honestly believe his statements in Paragraphs 150 and 151 to be true and, in making such statements, he was seeking to give a false impression about the use of his assets. He can be taken to have done so mindful of the ambit of the freezing injunction and materially interfered with the administration of justice. The Exceptions to the freezing orders provided that Mr Ammar was permitted to incur expenditure on his own "ordinary living expenses", not third party living expenses. If Mr Ammar was allowing the cards to be used to meet third party expenses, such expenditure did not fall within the ordinary living expenses exception and potentially amounted to a serious breach of the freezing injunctions. On their face, the false statements were apt to create the false impression that the cards had been used to fund Mr Ammar's personal expenses only and thus undermine part of the Claimants' case in relation to his alleged wrongdoing.

Conclusion

188. At the end of the hearing, only Grounds 1, 5, 6, 7, 8, 11 and 12 remained in issue, see Para 29 above.

189. Ms Brooke did not pursue Ground 1 in respect of the period prior to 15 April 2024 when the prohibition ceiling was raised from assets to a value of €1,078,098 and £42,609 to €9,594,634.68 and £1,331,451.01.

190. In my judgment, Ground 8 and substantial parts of Grounds 7 and 12 were fundamentally defective owing to non-compliance with *CPR 81.4(2)(h).* These parts of the Contempt Application fail. Ground 8 and the relevant passages of Ground 12 shall be struck out. Ground 7 shall be confined to the allegations in the second sentence of this ground. I have refused the Claimants' application for rectification or amendment.

191. This leaves Grounds 1, 5, 6, 7 (in part), 11 and 12 (in part).

192. The Claimants' Diversion and Expenditure Allegations in Ground 1 (Paras 111.1 and 111.2 above) succeed in relation to the misapplication of income from "Travel with Ouss" and "Better Call Ouss", and Mr Ammar's two day stay at the Grand Hotel du Cap-Ferrat.

193. Grounds 5 and 6 succeed.

194. Ground 7 succeeds with respect to the allegations in respect only of Mr Ammar's failure to provide information in relation to his share of profits from "Better with Ouss" and "Mastermind Ikigai".

195. Ground 11 fails.

196. Ground 12 is now limited to the Residual Allegations (Para 80). It succeeds only on Mr Ammar's statements, in Paras 150 and 151 of his third affirmation, that he was the only person with a debit card linked to the Solo Account and that when he had funds in this account he used them for the payment of his living expenses.

197. To this extent only, I find that Mr Ammar is in contempt of court in respect of Grounds 1, 5, 6, 7 and 12 of the Application.

198. The Application shall be adjourned, with suitable directions, for a further hearing to determine sentence when the court shall again sit in public. Pending this hearing, all sentencing options will remain open although Mr Ammar is plainly at risk of a significant custodial sentence.

199. The November 2025 Order directed Mr Ammar to attend the Contempt Hearing in person. So far, Mr Ammar has chosen not to attend. However, this direction continues to apply and thus comprehends the hearing to determine sentence. If Mr Ammar attends personally, this will not derogate from his right to silence.

200. Mr Ammar is entitled to a right of appeal without permission. The time limit for appeal is 21 days. For the avoidance of doubt, this shall be extended so as to expire 21 days after the date on which the court pronounces sentence. Any appeal should be brought before the Court of Appeal.

Appendix

"5. Nature of the contempt (for example, breach of an order or undertaking or contempt in the face of the court)."

"1. D1 has breached Paragraphs 5-7 of the Interim Freezing Injunction made on 29 June 2023 ("the Interim Freezing Injunction") and 4-6 of the Final Freezing Injunction made on 12 July 2023 ("the Final Freezing Injunction") and has since 29 June 2023 dissipated assets subject to the Freezing Injunction, which do not fall within its exceptions as described at paragraphs 36-79 and 97-99 of the Second Affidavit of Nicolas Colin ("NC2") sworn on 2 February 2024 and paragraphs 7-38 of the third Affidavit of Nicolas Colin ("NC3") sworn on 27 March 2024. He has further dissipated assets by arranging for profit shares, income or other remuneration to which he is entitled to be paid to satisfy his expenses directly, instead of being paid to him into bank accounts subject to the Freezing Injunction. The Claimants understand that he has done so in relation to the business ventures 'Business Pro', 'Better with Ouss', 'Scale with Ouss', 'Travel with Ouss', 'Better Call Ouss' and 'Mastermind Ikigai'. D1 has also spent amounts which do not fall within the exceptions in the Freezing Injunction since the maximum sum was increased on 12 April 2024, including on luxury hotels and creating new businesses.

5. D1 has failed to comply with his obligation under paragraph 7(i) of the 8 December 2023 Order and failed to inform the Claimants 7 days prior to withdrawing any amount from the bank account held with Mercury Bank, 660 Mission Street, San Francisco CA 94105 with the checking account number 202374071417 and routing number 091311229, in the name of Daedalium LLC ("the Mercury Account") over £5,000 as described at paragraph 81 of NC2 and paragraph 46 of NC3.

6. D1 has failed to comply with his obligation under paragraph 7(ii) of the 8 December 2023 Order and failed to provide the Claimants with bank statements for the Mercury Account every 14 days after 18

December 2023 as described at paragraphs 80-81 of NC2. D1 has failed to provide any bank statements since 30 October 2024.

7. D1 has breached the income disclosure obligation under paragraph 8.1 of the 8 December 2023 Order as described at paragraphs 82-87 of NC2 and paragraphs 39-43 of NC3. D1 also failed in his 1 st witness statement dated 18 December 2023 to disclose profit shares to which he is entitled in relation to the business ventures 'Better with Ouss', 'Scale with Ouss' and 'Mastermind Ikigai'.
8. D1 has breached the disclosure orders regarding the payment of ordinary living expenses and ordinary and proper business expenses pursuant to paragraphs 8.3 and 8.5 of the 8 December 2023 Order as described at paragraphs 88-93 of NC2, and also paragraph 5 and Schedule C paragraphs 12 to 14 of the Order made on 21 March 2024 which required further disclosure in this regard.
11. D1 acted in breach of paragraph 4.1 of the 8 December 2023 Order in arranging for profit shares, income or other remuneration to which he is entitled to be paid to satisfy his expenses directly, instead of being paid to him into bank accounts subject to the Freezing Injunction. The Claimants understand that he has done so in relation to the business ventures 'Business Pro', 'Better with Ouss', 'Scale with Ouss', 'Travel with Ouss', 'Better Call Ouss' and 'Mastermind Ikigai'.
12. The following statements made by D1 in Affirmations and witness evidence signed by a statement of truth were dishonest, as D1 knew: 2nd Affirmation dated 29 November 2023: paragraph 17, paragraph 18 (3 rd and 4 th sentences), paragraph 22 (2nd and 3rd sentences), paragraph 23 (2 nd sentence), paragraph 29 (2nd sentence), paragraph 30 (2 nd sentence), paragraph 37 (third sentence), paragraph 38, paragraph 39 (2nd sentence) 1st witness statement dated 18 December 2023: paragraphs 12 and 13 2nd witness statement dated 19 March 2024: paragraphs 27 (2 nd to 4 th sentences), paragraph 36 (3rd sentence). 3rd Affirmation dated 17 May 2024: paragraphs 146, 147, 150, 151 and 176."

"12. Summary of facts alleged to constitute the contempt (set these out very, briefly, in chronological order, in numbered points)"

"1. The Interim Freezing Injunction was a world-wide freezing order which prevented Ds from dealing with their assets up to the value of €1,078,098 and £42,609 (with limited exceptions) and contained disclosure obligations, including, at paragraph 9, informing Cs' solicitors of all their assets worldwide exceeding £10,000 in value. The maximum sum in the Freezing Injunction was increased on 12 April 2024 to €9,594,634.68 and £1,331,451.01. Ds have, since the making of the Order, dissipated funds to which the Interim Freezing Order applies, have attempted to bypass the Freezing Injunction by failing to pay profit share and other remuneration into D1's bank accounts and/or causing them to be paid to cover D1's expenses directly, and also failed to provide full disclosure of their assets. The Interim Freezing Order also required Ds to inform Cs' solicitors prior to spending any money on ordinary living expenses ora ordinary and proper business expenses, and Ds have failed to comply with this obligation.

2. The Final Freezing Order continued the Interim Freezing Injunction by consent and without a hearing and Ds have continued to breach the world-wide freezing order and the disclosure obligations contained therein.

3. The Court granted further injunctive relief and made disclosure orders against Ds on 8 December 2023 and 21 March 2024, and Ds have failed to comply with these orders.

4. The allegations are described further in response to Question 5 above.