

Case No: BL-2022-001355

Neutral Citation Number: NCN is [2023] EWHC 104 (Ch)

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

The Rolls Building
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Fetter Lane
London EC4A 1NL

Thursday 12 January 2023

BEFORE:

MR JUSTICE MILES

BETWEEN:

INTENSITY HOLDINGS S.A.

Claimant/Respondent

- and -

(1) STRATTON MORTGAGE FUNDING 2019-1 PLC
(2) CLAVIS SECURITIES PLC
(3) BLUESTONE MORTGAGES LIMITED
(4) KENSINGTON MORTGAGE COMPANY LIMITED
(5) ROOFTOP MORTGAGES LIMITED
(6) STRATTON HAWKSMOOR 2022-1 PLC
(7) ALINE STERNBERG

Defendants/Applicants

The **Claimant/Respondent** did not appear and was not represented

Mr Adam Al-Attar (instructed by **Dentons UK and Middle East LLP**) appeared on behalf of the **Defendants/Applicants**

JUDGMENT
(Approved)

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Mr Justice Miles:

1. This case concerns two securitisations of mortgages and loans known as "the Stratton Securitisation" and "the Clavis Securitisation".
2. There was a transaction in August 2022 ("the Transaction") whereby the securitised assets were transferred to a further vehicle called Stratton Hawksmoor, which then issued new notes. I shall say more about this in a moment.
3. The defendants in these proceedings say that this is another episode in a series of attempts by Mr Rizwan Hussain, acting by his aliases and/or associates to interfere unlawfully in securitisation structures.
4. There have been a great many cases before the Chancery Division and the Commercial Court in which it has been found that Mr Hussain and his associates have indeed interfered unlawfully in securitisations. Mr Hussain is at the moment subject to a committal warrant, which I granted in relation to vehicles known as the Business Mortgage Finance securitisations. He was committed to prison for two years but remains at large.
5. The claimant is an annulled company incorporated in the Marshall Islands. A non-residence entity report produced at court shows that it was annulled on 28 April 2021. That means that the company has been involuntarily dissolved. There is no publicly-available information about its directors or shareholders.
6. The first defendant, Stratton Mortgage Funding 2019-1 Plc ("Stratton"), is an SPV note issuer. The notes it issued were backed by residential mortgages.
7. The second defendant, Clavis Securities Plc ("Clavis"), is also an SPV note issuer of notes backed by residential mortgages.
8. Stratton and Clavis entered into the Transaction in August 2022. There is a diagram of the Transaction attached to the witness statement of Mr Leyland, which has been served by the defendants in support of this application.
9. The effect of the Transaction in very broad terms was that the underlying mortgages which backed the notes issued by Stratton and Clavis were restructured into new mortgage-backed securities issued by the sixth defendant, Stratton Hawksmoor 2022-1 Plc ("Stratton Hawksmoor"), another SPV issuer. As a result of this restructuring, the notes issued by Stratton and Clavis were redeemed and Stratton Hawksmoor purchased the beneficial title to certain loans and issued notes to fund that purchase.
10. The third defendant, Bluestone Mortgages Limited ("Bluestone"), holds the legal title to certain residential mortgages previously securitised by Clavis. Bluestone holds that title in consequence of the restructuring already described.
11. The fourth defendant, Kensington Mortgage Company Limited ("Kensington"), holds the legal title to certain residential mortgages previously securitised by a company called Hawksmoor Mortgage Funding 2019-1 Plc. The residential mortgages that backed this distinct securitisation were restructured with those that backed the notes issued by Clavis and Stratton.

12. The fifth defendant, Rooftop Mortgages Limited ("Rooftop"), holds the legal title to certain residential mortgages previously securitised by Stratton. Again, this is in consequence of the restructuring.
13. The seventh defendant, Ms Aline Sternberg, is the sole natural director of Stratton Hawksmoor.
14. There was also a "seller" in respect of the Transaction, an Irish entity called Ertow Holdings X Designated Activity Company ("Ertow"). That company transacted with Clavis, Stratton and Hawksmoor Mortgage Funding as "original sellers" purchasing the beneficial interest in the residential mortgages which secured the notes issued by those original sellers and Stratton Hawksmoor, as the new issuer, selling the purchased beneficial interests to Stratton Hawksmoor. The consideration for that sale was funded by Stratton Hawksmoor by its issuance of notes. In turn, that consideration was used by Ertow to purchase beneficial interests sold to Stratton Hawksmoor.
15. It will be seen from this description that the claimant played no part in the Transaction.
16. By a claim form dated 21 August 2022 the claimant brought these proceedings seeking various declarations and injunctions. The declarations include one that the sale of all the mortgage loans and mortgages and their related security beneficially held by the first and second defendants as of 1 January 2022, sold to and acquired by the claimant pursuant to a valid binding and legally-enforceable mortgage sale agreement executed and completed on 19 August 2022, is valid, binding, effective and legally enforceable. The claimant also seeks a declaration that it is now the beneficial owner of the said mortgage portfolio.
17. The claim form stated, under the heading "Value", "Not applicable" and the court fee was £569 – this being on the basis that the claimant was not seeking monetary relief. The claim form was dated 20 August 2022, albeit only stamped on 21 August 2022. The statement of truth was signed in the name "Luke Howe" as a director. The claimant's address to which documents should be sent was 119 Marylebone Road, London, NW1 5PU. The evidence shows that that is a shared office accommodation address. The email address on the claim form was counsel@intensityholdings.com.
18. That document was sent by email to the seven defendants from andreou.artemiou@businessmortgagefinance.com, and was copied to another email address, peter.morrow@beyatholdings.com. On 31 August 2022, particulars of claim were served. These were again sent from the Artemiou email address, copied to the Morrow email address.
19. Paragraphs 4 and 5 of the particulars of claim state:
 - "4. Pursuant to a valid, extant, binding and legally enforceable (mortgage) sale agreement on 19 August 2022, the first and second defendants ('the Issuers') absolutely transferred and agreed to sell and in fact sold their whole right, title, interest and benefit present and future, to the fullest extent possible under applicable law, in the entire portfolio (as of 1 January 2022) of residential mortgage loans, the mortgages and their related security in respect of and secured on properties located in England and Wales,

Scotland and Northern Ireland (together 'the Mortgage Portfolio') to the claimant ('the Sale').

5. The Sale was executed by Intertrust Directors 1 Limited and Intertrust Directors 2 Limited for and on behalf of the Issuers and was subsequently ratified by: (a) the majority of their respective members; and (b) their respective board of directors."

20. It then alleged that, is by reason of the Sale, the claimant has become the beneficial owner of the mortgage portfolio and appropriate declarations and injunctive relief are sought. Nothing is said in paragraph 4 or elsewhere about the terms of the alleged agreement or the consideration said to have been paid.
21. The present application before me was issued on 30 September 2022. It seeks to strike out the claims pursuant to CPR rule 3.4(2) or for reverse summary judgment under CPR part 24.2. The application notice was supported by witness statements of Mr Leyland and Ms Whitaker, both dated 30 September 2022. The application was served on the email address given on the claim form, which I have already mentioned, and the Artemiou email address.
22. The evidence of Mr Leyland explains the background to the present application in detail. The following summary suffices for present purposes.
23. Mr Leyland describes the Transaction entered into in August 2022. He states that the claimant played no part in the Transaction.
24. He explains that there were previous proceedings brought by parties associated with Mr Hussain, which were intended, according to Mr Leyland, to disrupt the consummation of the Transaction. Two sets of directly relevant proceedings were brought. First, on 31 July 2022, proceedings were brought in the names of Stratton, Clavis and two Marshall Islands companies, namely Keycards Holdings Inc ("Keycards") and Kessa Holdings Inc ("Kessa"). The relief sought included money claims under sections 423 and 424 of the Insolvency Act 1986 and damages for unlawful means conspiracy. The relief also included specific relief to set aside undefined transactions. As Mr Leyland says, those transactions can only have been a reference to components of the Transaction. The claim also sought declaratory and injunctive relief to prevent the natural and corporate directors of Stratton, Clavis and Stratton Hawksmoor from acting for those entities or indemnifying themselves. This claim has been referred to in the evidence as "the Stratton Claim". It had the claim number CL-2022-000404.
25. The second set of proceedings was issued on 4 August 2022. Again, it was in the names of Stratton, Clavis, Keycards and Kessa. It sought relief against Bluestone, Kensington and Rooftop for: a declaration that those defendants held the mortgage portfolio on bare trust for Kessa and Keycards; and an injunction to restrain those defendants or those acting for them from dealing with the mortgage portfolio until claims owed to Keycards and Kessa as creditors of Stratton and Clavis were discharged.
26. That claim is referred to in the evidence as "the Bluestone Claim". It has claim number BL-2022-001211.

27. The position taken by the registered, de jure, directors of Stratton and Clavis was that the two claims were issued without the authority of Stratton and Clavis. The claims had been signed by or in the name Ajay Kumar as "director/attorney" of Stratton and Clavis. The position taken by the directors of Stratton and Clavis was also that the issue of the claims was in breach of an extended civil restraint order made in respect of Mr Kumar by HHJ Pelling KC on 8 July 2022.
28. The defendants to the two claims applied to strike them out. They applied to do so during the legal vacation on the basis that the claims had been brought to disrupt the Transaction.
29. There was a hearing of the Stratton Claim before HHJ Pelling KC on 18 August 2022. He struck it out. He found that the true directors of Stratton and Clavis were Ms Whitaker and the two Intertrust companies and that Mr Kumar had no authority to bring claims on behalf of those companies. He also concluded that the claim was brought in breach of the ECRO. There were also other reasons why the claims were struck out. The judge also concluded that it was appropriate to hear the strikeout application and determine it during the vacation on the basis that the claim had been brought to disrupt the Transaction. The Bluestone Claim was struck out by Edwin Johnson J on 23 August 2022 on similar grounds.
30. The claimants in those claims did not appear and were not represented before either of those judges in August 2022, though there was an unsuccessful application to HHJ Pelling KC to recuse himself, which was signed by Andreou Artemiou. That application was also dismissed.
31. Mr Leyland goes on to explain why the defendants say that the claimant's case that there was a sale and purchase agreement ("SPA") entered into on 19 August 2022 is wholly implausible. He points out that, at that time, Clavis and Stratton were engaged in the Transaction, the purpose of which was to transfer the mortgage portfolio to the new vehicle. He points out that the application to strike out one of the claims was heard on 18 August 2022 and the other on 23 August 2022 and that the directors of Clavis and Stratton were clearly seeking to protect and uphold the Transaction. He asserts that it is entirely implausible to suppose that on 19 August 2022, which fell between those two hearings, the directors of Stratton and Clavis could or would conceivably have been entering into the sale and purchase agreement now alleged in these proceedings with the claimant.
32. Mr Leyland also sets out in some detail evidence about the apparent connections between the present case and other earlier cases involving Mr Hussain. I will come back to these connections in a moment.
33. On 29 September 2022 the solicitors for the defendants made a request for production of the alleged SPA. They were entitled to make that request under the CPR as it was a document referred to in the claim form and the particulars of claim. By a letter of 4 October 2022 on the headed paper of Intensity Holdings that request was refused. That letter said that there was no evidence that Mr Leyland or Dentons (his firm) acted for the defendants and that the request made on 29 September 2022 was "patently desultory and inchoate" and "is fraudulent and/or a device being used primarily for an improper or dishonest purpose. It was also stated that the request was inappropriate because it was for "evidently a private and confidential document".

34. That response was completely without merit. A standard and proper request was made for production of the document which is the heart of the claimant's case and the grounds for refusal of production are hopeless.
35. Ms Whitaker, who is and was at all material times a director of Stratton and Clavis, explains in her evidence that she was also a director of Intertrust Directors 1 Limited and Intertrust Directors 2 Limited and that the two Intertrust companies were, together with herself personally, the material directors of Stratton and Clavis.
36. She directly addresses the allegations made in the particulars of claim. She denies the existence of the alleged SPA, which she says she believes has been invented solely for the purpose of pursuing the claim; there has never been such a contract and the alleged sale is a complete fabrication. She says that no consideration has ever been received by either Clavis or Stratton pursuant to the alleged SPA or otherwise. She says that the two Intertrust companies never executed the alleged SPA. In order to enter such a contract the boards of Clavis and Stratton would have had to resolve to do so and authorised the directors, including the two Intertrust directors, to execute the SPA. She says there was never any such board meeting or resolution.
37. She also addresses paragraph 5 of the particulars of claim, which refers to subsequent ratification. She says that no such ratification took place by Clavis or Stratton. Had such ratification been necessary, then it would have been done by way of board resolution of those companies, but no such board meeting ever took place. She says that this is because the alleged SPA is a fabrication.
38. She also notes the timing of the SPA, namely 19 August 2022, and says it is significant because it falls between two recent court hearings involving Clavis and Stratton to defend themselves against unmeritorious claims by Mr Hussain. This echoes the evidence of Mr Leyland.
39. The application notice was served on the claimant by service on the two email addresses which I have mentioned. There has been no response from the claimant. It has not put in any evidence to take issue with that of Mr Leyland or Ms Whitaker.
40. Notice of this hearing was separately given to the claimant on 28 November 2022 by email to the same two email addresses and a further notice was given by the court yesterday to the same email addresses. When the matter was called on, the court officials made sure that there was no one outside court to represent the claimant. It is clear on the basis of the various emails and documents that the claimant has had full notice of this application. It has chosen to take no part in the application and it is appropriate in the circumstances to proceed in its absence.
41. I have already mentioned that Mr Leyland sets out a number of connections between the current proceedings and a number of earlier cases involving Mr Hussain. A number of these connections have also been summarised in the skeleton arguments served for this application. They include the following:
 - a. Intensity (the claimant) is an annulled Marshall Islands company. This is something that has been seen in various other proceedings. These include the Stratton Claim and the Bluestone Claim, where Keycards and Kessa were also annulled Marshall Islands companies. So, too, were companies

called Highbury Investments Ltd, Blue Side Services SA, Cherry Services Ltd and Corelli Capital AG, which were used by Mr Hussain in the *Business Mortgage Finance* case (see the decision in the Court of Appeal at [2022] EWCA Civ 1264 at paragraph 27). Another such entity is Beyat Holdings, which was used by Mr Hussain in *Eurohome UK Mortgages 2007-1 Plc v Deutsche Bank AG, London Branch & Anor* [2022] EWHC 2408 (Ch).

- b. A second connection is that the claim was issued on 21 August 2022 after the announcement by the Regulatory News Service of the Transaction. This feature also applies to the Stratton Claim and the Bluestone Claim, which were issued at the end of July 2022 and August 2022.
- c. A third connecting factor is the wording of the particulars of claim in the various claims. There is, for example, substantially identical wording used in the particulars of claim in the Stratton Claim and in the particulars of claim in the present case. It appears simply that the same wording has been lifted and used in the current particulars of claim.
- d. More generally, the current case concerns the mortgage portfolio which was the subject of the Stratton and Clavis securitisations. The Stratton Claim and the Bluestone Claim, of course, concerned these securitisations and, as found by HHJ Pelling KC, were an attempt to disrupt the Transaction. They were signed by a known associate or alias of Mr Hussain, “Ajay Kumar”.
- e. Another connection is that this claim is based on an alleged sale purchase agreement for the mortgage portfolio. That mode of operating has also been used in earlier correspondence and proceedings, including a claim issued on 11 June 2021, which was signed by Mr Peter Morrow. That claim was struck out as totally without merit by HHJ Pelling KC on 17 May 2022.
- f. The name Peter Morrow is another known associate or alias of Mr Hussain.
- g. The domain name "beyatholding.com" is also the same domain name used for emails in another case called *Mansard Mortgages 2007-2 Plc & Anor v Beyat Holdings Ltd & Ors* [2021] EWHC 3355 (Ch).
- h. Another established associate of Mr Hussain is Mr Andreou Artemiou. In the contempt proceedings which were reported on appeal at [2022] EWCA Civ 1264 relating to the *Business Mortgage Finance* case, I made various findings about the use of the andreou.artemiou@businessmortgagefinance.com email address. These included that, whereas Mr Hussain was sophisticated and was knowledgeable about securitisations, Mr Artemiou had no knowledge or expertise in such matters. I also found that there were occasions when the email address had been used from certain locations where it was overwhelmingly likely that Mr Hussain was present but Mr Artemiou was not.
- i. There is another judgment I gave in the *Business Mortgage Finance* case at [2022] EWHC 142 (Ch), which noted the uncontroverted evidence that Mr Artemiou was an associate of Mr Hussain that Mr Hussain had met when previously in prison.

42. I am entirely satisfied on the evidence before the court that there are clear and strong connections between the present case and the earlier two sets of proceedings. I am also satisfied that these proceedings have been brought by Mr Hussain or parties closely associated with him and that he is behind the proceedings. I base this conclusion partly on the various connections that I have spelt out above and also on the basis that Mr Leyland has set out the connections and contended that Mr Hussain is behind these proceedings, but there has been no attempt to contradict that evidence. It would obviously be in the interests of the claimant to put forward any contradictory evidence if it was able to do so.
43. Against this background, I turn to the applicable principles. The court may strike out a statement of case if it appears that there are no reasonable grounds for bringing a claim (see CPR rule 3.4(2)(a)).
44. The court may grant summary judgment against a claimant who has no real prospect of succeeding (see CPR rule 24.2(a)) and if there is no other compelling reason for a trial. The principles applicable to CPR rule 24.2 are well known and set out in *Easyair Ltd (t/a Openair) v Opal Telecom Ltd* [2009] EWHC 339 (Ch) at [15]. I do not need to set them out in this judgment.
45. In addition, as noted in the Civil Procedure 2022 at paragraph 24.2.5, the overall burden of proof rests on the applicant to establish that there are grounds to believe that the respondent has no real prospect of success and that there is no other compelling reason for a trial. For this reason, the practice direction supplementing part 24 requires (at 24PD.2(3)) that the applicant must (a) identify concisely any point of law or provision in a document on which the applicant relies, and/or (b) state that [the application] is made because the applicant believes that, on the evidence, the respondent has no real prospect of succeeding on the claim or issue or (as the case may be) of successfully defending the claim or issue to which the application relates, and in either case state that the applicant knows of no other reason why the disposal of the claim or issue should await trial. If the applicant for summary judgment adduces credible evidence in support of their application, the respondent becomes subject to an evidential burden of proving some real prospect of success or other reason for a trial. The standard of proof required of the respondent is not high - it suffices merely to rebut the applicant's statement of belief - but the respondent's case must carry some degree of conviction. The court is not required to accept without analysis everything said by a party in his statement before the court. In evaluating the prospects of success of a claim or defence, judges are not required to abandon their critical faculties. The judge should not, however, conduct a mini-trial and should be wary of trying issues of fact on evidence where the facts are apparently credible and are to be set against the facts being advanced by the other side.
46. The court may also strike out a statement of case if it is an abuse of the court's process (see CPR rule 3.4(2)(b)).
47. I will start with the application to strike out under CPR 3.4(2)(a) and the application for reverse summary judgment. As explained in *Andric v Credit Suisse (UK) Ltd & Anor* [2017] EWHC 1724 (Comm) at [5], the test for present purposes is essentially the same. I should ask myself whether the case is one that carries a sufficient degree of conviction to go forward.
48. I have already set out the background and summarised the evidence.

49. There is first of all evidence from Ms Whitaker that the only directors of Clavis and Stratton were herself and the two Intertrust companies. There is nothing in the claim form or the particulars of claim to suggest anything else. The evidence from Ms Whitaker is that the directors did not enter the alleged sale. Her evidence is that there was no board resolution to authorise any such sale. She also gives evidence that the board of the two companies did not ratify the sale afterwards. She also says that, if there had been ratification, it would have been by the board resolutions of the two companies. There is no contrary evidence.
50. The next point is that it is inherently extremely improbable that the directors would have entered into the alleged sale agreement in all the circumstances. The companies had announced that the Transaction was to take place in July 2022. It was a complicated transaction with numerous steps of the restructuring of substantial securitised assets and the issue of new loans. The defendants to the two earlier sets of proceedings, i.e. the Stratton Claim and the Bluestone Claim, applied urgently to strike them out on the basis that they were an interference with the consummation of the Transaction. The directors of Stratton and Clavis authorised both applications to strike out that were made and did so on the basis that they wished the Transaction to proceed without disruption.
51. The alleged date of the alleged SPA, namely 19 August 2022, fell between the hearings of the strikeout applications before HHJ Pelling KC and Edwin Johnson J. In other words, the directors of the two companies, Clavis and Stratton, were doing what they could to ensure that the Transaction should proceed. Moreover, the evidence is that the Transaction did then actually proceed. In those circumstances, it is inherently incredible to suppose that the directors of Clavis and Stratton should have entered into the SPA now alleged in these proceedings.
52. There are other reasons for thinking that the claimant's case lacks any conviction. The claimant is an annulled company (that is to say it has been dissolved). There is no evidence that it has any assets or business. There is no allegation that any consideration had ever been paid and Ms Whitaker accepts that none has ever been paid.
53. The applicant has said in evidence that the alleged SPA is simply a fabrication and no contrary evidence has been served. The applicant through an entirely proper request sought production a copy of the alleged SPA. The claimant refused to do so and has instead advanced ludicrous reasons for its refusal to produce the document. If there was such a contract, any party in the position of the claimant bringing these proceedings would have produced it.
54. Taking these points alone, I have reached the conclusion that the case carries no conviction. I am satisfied to the reverse summary judgment or strike out standards that the claim fails: there never was a contract, there was no agreement by the directors of Clavis and Stratton and there never was any ratification.
55. That is sufficient to dispose of the application accordingly, but I would add the following points:
 - a. I have already set out the clear connections with similar court proceedings brought by parties associated with Mr Hussain, his aliases or associates. As I have already explained, this has been clearly spelt out in the evidence of Mr Leyland and has not been controverted.

- b. There are clear connections between these proceedings and the two earlier sets of proceedings, namely the Stratton Claim and Bluestone Claim, which related to these two securitisation structures. I have concluded that there are overwhelming reasons for considering that Mr Hussain has orchestrated the current proceedings.
 - c. Mr Hussain's motives in procuring or causing these and the earlier proceedings to be brought are difficult to fathom, but they have led to a huge waste of irrecoverable costs for the securitisation companies themselves and they take up a troubling and wholly undue share of judicial resources. I am in no doubt that this is another wholly spurious assault on a securitisation structure. These clear and compelling connections to other litigation controlled by Mr Hussain justify heightened judicial scrutiny and scepticism when it comes to assessing whether the case gets over the merits threshold required for summary judgment or a strike out under CPR 3.4(2) (a).
 - d. Taking that approach I am bolstered in the conclusion already reached that this claim is spurious and involves a fiction.
56. The defendants also put their application on the basis that the proceedings are an abuse of process. They say that they are simply another unmeritorious claim brought by or at the behest of Mr Hussain simply using proxy names (of annulled Marshall Island companies). They say that this is an independent ground for striking out the claim.
57. They rely in this regard on the approach taken by Males LJ in *Eurosail-UK 2007-4bl Plc & Ors v Wilmington Trust SP Services (London) Ltd & Anor* [2022] EWCA Civ 1172. Males LJ referred to the large number of cases in which parties associated with Mr Hussain have taken steps against securitisation structures. He referred in particular to my decision in the *Business Mortgage Finance* case and concluded at paragraph 23 that it was entirely clear that the case before him was "vexatious and abusive litigation" and that the judge (HHJ Pelling KC) was right to say what he did in paragraph 1 of the judgment under appeal. Judge Pelling had said that the judgment under appeal that this was:
- "... the latest in a long line of spurious claims which have as their central common denominator the involvement of Mr Hussain whose modus operandi in relation to the issues covered by these cases is fundamentally similar."
58. HHJ Pelling KC also pointed out in the same judgment that similar issues had come before the courts on multiple different occasions: in the Commercial Court, the Circuit Commercial Court and in the Chancery Division. He observed that:
- "They have become not merely a major waste of time and money for those who have to respond to these spurious claims but a significant waste of public resources and a real source of delay for other litigants with real cases to resolve."
59. I endorse those comments, which echo my own experience.
60. It seems to me that this case is indeed an abuse of process. As I have found, the case has been brought by or at the behest of Mr Hussain on the basis of a fabrication, namely that there was an SPA. It seems to me that it falls within the

category of spurious or vexatious claims. It cannot have been brought with any belief in its validity. I am also satisfied that it is simply a continuation of the two earlier cases which were struck out in August 2022 and that they all concern essentially the same securitisations and the same challenges to the Transaction. It seems to me that the allegations now being raised should have been brought before the court on the earlier strikeout applications. I have concluded that all these proceedings have been sponsored by, procured or caused by Mr Hussain and that he stands behind all of them. It seems to me that this is simply a continuation of the earlier spurious proceedings, which were themselves struck out as being totally without merit in August 2022. Taking these factors together, I am satisfied that this case is an abuse of the process and I will strike it out on this basis also.

61. There is finally another matter of real concern which I should mention. Mr Leyland has explained in his evidence that a fee account customer application form was created by Mr Hussain to pay court fees to His Majesty's Courts and Tribunals Services ("HMCTS"). Mr Hussain applied for an account to be set up to enable a payment by account arrangement for the payment of court fees. He did so in the name of "Clavis Securities Plc", but giving his own name and stating in a declaration that he was a director of Clavis. He also signed a direct debit form in favour of HMCTS in support of the payment by account arrangement. Those documents were dated 10 May 2021. As I have already explained, there is clear and uncontroverted evidence that the directors of Clavis were and remain Ms Whitaker and the two Intertrust companies. Mr Hussain has never been a director of Clavis. Despite this, the unauthorised direct debit account was utilised and Mr Leyland explains that over £250,000 of court fees have been paid through the payment-by-account account in this way. He says that this may explain how Mr Hussain and his proxies have been funding the many vexatious claims that he has been involved in. It is a matter of real concern that it appears that many proceedings may well have been funded by monies extracted from Clavis, an innocent securitisation vehicle. There is no contrary evidence suggesting that anything Mr Leyland says in this regard is incorrect.
62. I shall strike out the claim and grant reverse summary judgment.

Epiq Europe Ltd hereby certify that the above is an accurate and complete record of the proceedings or part thereof.

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This transcript has been approved by the Judge