Neutral Citation Number: [2022] EWHC 886 (Comm)

Case No: CL-2020-000216

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
QUEEN'S BENCH DIVISION
COMMERCIAL COURT

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

Date: 12/04/2022

Before :

PATRICIA ROBERTSON QC
SITTING AS A DEPUTY JUDGE OF THE HIGH COURT

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Between :

SAYED S. SANGAMNEHERI	**Claimant**
- and -	
(1) THE CHARTERED INSTITUTE OF ARBITRATORS **(2) THE PRESIDENT OF THE CHARTERED INSTITUTE OF ARBITRATORS** **(3) WAJ KHAN** **(4) KEISHA WILLIAMS** **(5) CHRIS UDOH** **(6) JONATHAN BELLAMY**	**Defendants**

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Sayed S Sangamnheri in person ~~(of)~~ for the **Claimant**
Helen Evans QC (instructed jointly by **Reynolds Porter Chamberlain LLP and Weightmans LLP)** for the **Defendants**

Hearing dates: 23 March 2022

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Approved Judgment

I direct that no official shorthand note shall be taken of this Judgment and that copies of this version as handed down may be treated as authentic.

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PATRICIA ROBERTS QC

This judgment was handed down by the judge remotely by circulation to the parties' representatives by email and release to BAILII and The National Archives. The date and time for hand-down is deemed to be Tuesday 12 April 2022 at 10:30am.

PATRICIA ROBERTSON QC :

Introduction

1. I should begin by formally recording the fact that I gave permission for the hearing of the applications before me to take place as a hybrid hearing and for the proceedings to be live-streamed to those participants not present in Court, given that Counsel for the Defendants had tested positive for Covid-19 the day before the hearing. The hearing proceeded with Ms Evans QC and Ms Sullivan of Weightmans participating remotely and the remaining participants, including the Claimant, present in Court.

2. For present purposes, I am concerned with the following applications:

   i) the Defendants' applications under CPR 3.4 (2) to strike out the claims brought against them by the Claimant (by way of a Part 8 Claim dated 13 April 2021 and a Part 7 Claim dated 19 May 2021) and in the alternative for summary judgment pursuant to CPR 24.2;

   ii) the Claimant's applications for "default" judgment on his Part 8 Claim, for a declaration that the arbitration (referred to below) was void ab initio, and for joinder of Weightmans LLP and Mr Gaul to his Part 7 Claim;

   iii) the Defendants' application for an ECRO against the Claimant.

3. Whilst the Defendants have also made a number of other applications, including to challenge the use of the Part 8 procedure and for proper particularisation of the Part 7 Claims, it is common ground that these have either been superseded by events or do not arise given the view I indicated at the close of the oral hearing I had formed on the primary issues identified above.

4. In addressing the issues raised by the applications on either side, I have borne in mind that the Claimant is a litigant in person who states that he suffers from a number of conditions affecting his health and his ability to engage with these proceedings. Specifically, he says that he is dyslexic, has a diagnosis of Asperger's syndrome, needs to take medication which affects his cognitive function (and had to wean himself off some of that medication for the purpose of conducting the hearing before me), and suffers from anxiety and depression, as well as physical ailments affecting his mobility. Whilst no medical evidence of any of this was produced, nor were these assertions (as I understood it) challenged, and I am prepared for the purpose of this judgment to assume that all of that is correct. However, whatever the challenges presented by his health, the Claimant (whose stated qualifications on his letterhead include being a member of CIArb and a mediator) demonstrated himself to be able to advance his case in both written and oral submissions before me and to engage with the questions addressed to him by the Court. He delivered his submissions to the Court courteously and at some length. In the event, he did not take up quite all of the time I had allowed him for his oral submissions. I am satisfied he had a fair opportunity to present his case.

Summary of conclusions

5. For the reasons developed below, the Defendants succeed in their applications; all of the Claimant's claims and applications are dismissed as totally without merit; and I will make an ECRO in respect of the Claimant. It was clear, and indeed painfully clear, by the end of oral submissions that that must necessarily be the outcome and I therefore indicated as much to

the parties, on the basis that detailed reasons would follow in a judgment to be handed down. The reason for reserving judgment, and for this judgment being as long as it is, is that it is necessary to set out the past history in some detail in order to explain quite how profoundly misconceived this litigation is. It is, I fear, a vain hope that the detailed explanation in this judgment will persuade the Claimant of that, and of the need to mend his ways. That is why an ECRO is needed and why I consider it appropriate to refer this judgment to the Attorney General.

Background

6. This litigation has its origins in the Claimant's continuing and seemingly irremediable dissatisfaction with the outcome of arbitration proceedings he commenced in April 2015.

7. The underlying claim which the Claimant sought to pursue by way of the arbitration proceedings was for damages for breach of a contract between the Claimant and one Mr Sonawane for the exchange of plots of land for a specified weight of fine gold, to be delivered in various tranches ("the Sonawane Contract"). That contract included an arbitration clause (clause 26) under which the parties agreed to arbitrate any dispute, that the seat and place of arbitration was to be Dubai, and that the rules of the Chartered Institute of Arbitrators ("the CIArb") were to apply. An arbitrator, Mr Bellamy, was appointed on Terms of Appointment, signed in acceptance by the Claimant, which included, at clause 2, an express immunity from suit, save in relation to the consequences of bad faith. However, Mr Sonawane never signed the Terms of Appointment of the arbitrator or took any part in the arbitration and therefore the costs of the arbitration, for which the parties were jointly and severally liable, in practice fell on the Claimant if he wished to pursue the arbitration in hopes of an award.

8. In short, the arbitrator, Mr Bellamy, withdrew from the appointment when the Claimant indicated an intention to bring a claim against him, the Claimant having taken issue with the arbitrator's decision that an evidential hearing in Dubai was necessary and having failed, despite repeated requests, to provide the CIArb with the further funds on account of the estimated costs that it was anticipated would be incurred in respect of that hearing (the initial deposit of £10,000 made by the Claimant by then having been exhausted by the fees incurred for the work that had been done prior to that point). The Claimant did not appoint a replacement arbitrator or commence fresh arbitration proceedings, as he was invited to do if he wished. As a result, the arbitration never reached the point of any award being made.

9. By a claim form issued on 3 May 2016 ("The Bellamy Claim") the Claimant sued the arbitrator (the current Sixth Defendant, or "Mr Bellamy"). He also attempted to join the First and Second Defendants (the CIArb and "President of the CIArb") respectively, as well as the CIArb's solicitors, Reynolds Porter Chamberlain LLP ("RPC") and an individual solicitor in RPC ("the First Joinder application").

10. In very broad summary, in the Bellamy Claim the Claimant contended that Mr Bellamy had failed to disclose to him that the arbitration was "terminated/void because of unlawful procedure" and/or that Mr Bellamy had a personal interest in continuing the void proceedings to make a gain for himself. By the First Joinder application he sought also to advance various claims as against CIArb and its President for alleged misrepresentations and breaches of contract in respect of the arbitration. The claims sought to be advanced included claims for failing to return, or wrongfully interfering with, the gold that was to have been supplied under the Sonawane Contract. On that basis, he alleged that Mr Bellamy and the CIArb were liable to him for truly vast (and indeed fantastical) sums of money, based (as Master Kay QC pointed

out) on a quantity of gold not only many times greater than was specified in the Sonawane Contract, but greater than the quantity of gold ever mined. In addition, he claimed for wasted costs and damages for injury to feelings. The Claimant's Particulars of Claim were liberally sprinkled with allegations of dishonesty, misrepresentation and bad faith, which were patently (as Master Kay QC in due course held) unsupported by the pleaded facts.

11. On 7 July 2017, the Bellamy Claim was struck out and both the First Joinder application and an application the Claimant had made for £24m interim relief against Mr Bellamy were dismissed by Master Kay QC (neutral citation [2017] EWHC 1707 (QB)). The claim and both of those applications were (as the Order records) held to be "totally without merit" and indemnity costs were ordered against the Claimant. Master Kay QC made a Limited Civil Restraint Order ("LCRO") for a period of two years against the Claimant and the matter was referred to the High Court for consideration of an Extended Civil Restraint Order ("ECRO"), which was in due course made by Moulder J on 30 January 2018.

12. Both prior to and since the making of that first ECRO in this matter, the Claimant has made one application or claim after another, in various different Courts, in connection with his grievances in respect of the arbitration, which as time has gone on have included claims directed against various of the lawyers involved, and successive Judges have dismissed these, often adding that they are totally without merit, and various further civil restraint orders have been imposed on him.

13. The history of these various attempts at pursuing redress for what the Claimant persists in perceiving as the injustice he has suffered is very lengthy indeed. Rather than set it out in full here, I gratefully adopt and append to this judgment the detailed chronology helpfully supplied by the Defendants' Counsel. I am satisfied that this is substantially accurate, so far as material to the issues with which I am concerned, and that it is supported by the underlying evidence which is referenced (subject to my correction of a minor typo in respect of a date in the entry for 15 November 2017).

14. In particular (and amongst much else that is detailed in that chronology) this has included, in addition to the claim and two applications that were dismissed as totally without merit by Master Kay QC on 7 July 2017, the following:

    i) McGowan J on 20 January 2016 dismissed as totally without merit the Claimant's application to judicially review Mr Bellamy and CIArb, as well as Mr Bellamy's clerk (none of them being a public body amenable to judicial review) and Lord Justice Lindblom dismissed as totally without merit the Claimant's application for permission to appeal (following which the Supreme Court refused to entertain the Claimant's further application for permission to appeal);

    ii) Males J on 1 February 2017 dismissed as totally without merit the Claimant's application for a freezing injunction against Mr Bellamy, which was predicated on the "absurd" notion that he had somehow become a bailee of the gold which the Claimant would have received had the Sonawane Contract been performed (following which the Claimant's application for permission to appeal that Order was dismissed by Longmore J as totally without merit);

    iii) Leggatt J on 31 July 2017 dismissed as totally without merit the Claimant's attempted appeal from Master Kay QC's Order;

iv) Males J on 18 August 2017 dismissed the Claimant's application to appeal against the Order of Deputy District Judge Hay dated 28 July 2017 in the Charging Order proceedings (granting final charging orders in respect of costs ordered against the Claimant) stating that the application was totally without merit and "a collateral attack on an order [i.e. Master Kay QC's Order] from which an appeal has already been certified by Leggatt J as totally without merit";

v) the Administrative Court on 22 September 2017 refused permission for his attempted judicial review of Master Kay QC's Order on grounds of lack of jurisdiction;

vi) Master McCloud on 15 November 2017 refused permission for the Claimant to issue a "plainly hopeless" application for a "Voluntary Bill of Indictment" against (amongst others) the Second, Fifth and Sixth Defendants and Master Kay QC, describing the same as an abuse of process;

vii) Moulder J on 30 January 2018 made an ECRO against the Claimant for a two year period;

viii) Males J in a judgment delivered on 24 May 2018 ([2018] EWHC 2569 (Comm)) described the Claimant as making "increasingly bizarre" claims, including making allegations against the arbitrator, CIArb and their solicitors of fraudulent and dishonest statements and allegations that Master Kay QC was somehow implicated in a conspiracy against him, which Males J described as "so obviously absurd as not to require further comment". He dismissed as totally without merit each of the applications that had been outstanding as at the time the ECRO was made (the Second Joinder application, the Criminal Convictions application, and the Claimant's application to appeal from Master McCloud's Order).

ix) Lord Justice Flaux on 11 December 2018 dismissed as totally without merit the Claimant's application to appeal from the Order of Males J dated 24 May 2018 and made a further ECRO for a period of two years.

15. It will be readily apparent from that history that a very significant burden has been placed both on the Court's own resources and on those of the Defendants who have found themselves repeat targets for the Claimant's activity.

16. The ECRO made by Lord Justice Flaux expired in December 2020. Shortly thereafter, in March 2021, the Claimant intimated his intention to bring the present claims. He issued a Part 8 Claim against the present Defendants on 13 April 2021 and, following objections to his use of that procedure, issued a Part 7 Claim on 19 May 2021. The claims thereby sought to be raised were not particularised until 27 July 2021, at which time the Claimant also applied to join Weightmans LLP ("Weightmans"), who had acted for Mr Bellamy in defending the claims the Claimant had previously brought against him, and Mr Gaul, the former managing partner of Weightmans (now retired).

17. The majority of the current Defendants and the proposed additional Defendants (Weightmans and Mr Gaul) in respect of these latest claims have previously been the targets of earlier claims or applications by the Claimant related to the conduct of the arbitration. Thus, for example, the Defendants to the Bellamy Claim and First Joinder application, dealt with by Master Kay QC, were the First, Second and Sixth Defendants. The parties represented before Mr Justice Males in May 2018 also included the Fifth Defendant, Weightmans and Mr Gaul, who were the subjects of the Second Joinder application. Each of the First, Second, Fifth and Sixth

Defendants was also named in the "Voluntary Bill of Indictment" (as well as in various other applications). Only the Third and Fourth Defendants have the distinction of not having previously been parties to any of the litigation hitherto commenced by the Claimant in respect of these matters. They are employees of the First Defendant whose only role in the matter was to carry out routine administrative tasks on its behalf in the ordinary course of their employment.

The present claims

18. The details of claim set out in the Part 8 and Part 7 Claim forms are the same. On any view, the Part 8 procedure could not possibly have been appropriate for proceedings which purport on their face to include allegations of dishonesty and bad faith. The Claimant has served Particulars of Claim for his Part 7 Claim and I take that to set out the substance of his claims. In summary (and as best I can distil them out from that statement of case) these are:

    i) That the Defendants acted dishonestly and in bad faith and contrary to the Arbitration Act 1996 by falsely substituting the date of 28 April 2015 as the date on which the request for arbitration was received, when the correct date was 23 April 2015 ("The False Date point"), and that as a result:

        a) The appointment of the arbitrator, which took place on 22 May 2015, was more than 28 days after the request; and

        b) That section 16(3) and section 18 of the Arbitration Act 1996 apply and have the effect that in those circumstances the arbitration is void for breach of those sections and/or breach of contract;

    ii) That UAE law was the law of the arbitration process by virtue of the express choice of Dubai as the seat of the arbitration and required the first hearing to be notified within 30 days after acceptance of the appointment and/or imposed a 6 month time limit for issuance of the arbitration award ("The UAE law point"). These points were asserted by reference to UAE legislative provisions none of which were supplied by the Claimant;

    iii) That Mr Bellamy's resignation (stated to be 2 days before expiry of the UAE 6 month time limit for issuing an award) was without lawful reason and as a result all of the Defendants were in breach of the contract to provide arbitral services and dishonest ("The Resignation point").

    iv) That there was deliberate concealment of evidence from Master Kay QC and/or other Judges. Whilst wholly obscure in the Particulars of Claim what this was supposed to relate to, it was made clear in the Claimant's Skeleton Argument that what is alleged is that the evidence on which the Claimant relies for the False Date point was deliberately concealed at the time of the hearing before Master Kay QC and was only revealed when disclosure was given of the relevant documents in February 2018, ahead of the hearing before Males J ("The Fraudulent Concealment point").

    v) That the Defendants are liable for damages in the sum of approximately £33.3 quadrillion, which paragraph 11 of his Particulars of Claim asserts to be the value of the gold in issue in his claim against Mr Sonawane.

19. Clearly, the Claimant is seeking to reopen in this litigation the questions that were determined against him by Master Kay QC and by Males J, namely whether Mr Bellamy, CIArb, or its President, or Mr Udoh, can have any liability to him (whether for the value of the gold or anything else) as a result of the procedural decisions that were made by Mr Bellamy in his conduct of the arbitration and/or his resignation. He has always taken issue with the fact the arbitration ended with Mr Bellamy resigning without having issued an award, contending that the conduct of the arbitration had involved Mr Bellamy and CIArb parties in some kind of breach of contract involving bad faith or dishonesty and/or that the arbitration was "terminated/void because of unlawful procedure". He has throughout maintained that, as Dubai was the seat of the arbitration, UAE law applied, albeit he does not appear to have referenced the particular provisions of UAE law to which he now refers. The UAE law point and the Resignation point are just taking yet another tilt at those same grievances.

20. What became clear from the Claimant's Skeleton Argument and oral submissions at the hearing was that the Claimant maintains that his claims are not barred by res judicata, or abuse of process, because he is entitled to "rescind" those Judgments on the basis that they were obtained by fraud. That argument turns on the Fraudulent Concealment point and the False Date point.

Principles applicable on summary judgment/strike out

21. I bear in mind in particular:

a) That it is sufficient for the Claimant to show some prospects, i.e. some chance of success. That prospect must be real, i.e. the court will disregard prospects which are '*false, fanciful or imaginary'*. The hearing of a summary judgment application is not a summary trial and the courts deprecate a *'mini-trial'*: *Swain v Hillman* [2001] 1 AER 91.

b) That the test which the court has to use in a summary judgment application is not one of probability but an absence of reality: *Three Rivers DC v Bank of England (No.3)* [2001] 2 AER 513 HL.

c) The guidance set out by Lewison J in *Easyair v Opal Telecom* [2009] EWCA 339(Ch) to the effect that:

> *"Although a case may turn out at trial not to be really complicated, it does not follow that it should be decided without the fuller investigation into the facts at trial than is possible or permissible on summary judgment. Thus, the court should hesitate about making a final decision*

> *without a trial, even where there is no obvious conflict of fact at the time of the application, where reasonable grounds exist for believing that a fuller investigation into the facts of the case would add or alter the evidence available to the trial judge and so affect the outcome of the case."*

Principles applicable to pleading allegations of dishonesty

22. It is well established that:

    i) Fraud or dishonesty must be specifically alleged and sufficiently particularised, and will not be sufficiently particularised if the facts alleged are consistent with innocence: *Three Rivers District Council v Governor and Company of the Bank of England (No.3)* [2003] 2 AC 1 at [184] (Lord Millett).

    ii) Dishonesty can be inferred from primary facts, provided that those primary facts are themselves pleaded. There must be some fact which tilts the balance and justifies an inference of dishonesty, and this fact must be pleaded: *Three Rivers* at [186] (Lord Millett).

    iii) The Claimant does not have to plead primary facts which are only consistent with dishonesty. The correct test is whether or not, on the basis of the primary facts pleaded, an inference of dishonesty is more likely than one of innocence or negligence: *JSC Bank of Moscow v Kekhman* [2015] EWHC 3073 (Comm) at [20]-[23] (Flaux J, as he then was).

23. The test as to what constitutes dishonesty is now settled:

> *"… When dishonesty is in question the fact-finding tribunal* ***must first ascertain (subjectively) the actual state of the individual's knowledge or belief as to the facts****. […] When once his actual state of mind as to knowledge or belief as to facts is established, the question whether his conduct was honest or dishonest is to be determined by the fact-finder by applying the (objective) standards of ordinary decent people."* (*Ivey v Genting Casinos (UK) Ltd (trading as Crockfords Club)* [2017] UKSC 67; [2018] AC 391 at [74], per Lord Hughes (emphasis supplied).)

24. I have emphasised the first stage of that test because the Claimant's oral submissions proceeded on the misconceived basis that the test for dishonesty is purely objective, such that it would be sufficient, for example, to show that the date on which he relies for the False Date point was incorrect, without any need to show that the person who put that date on the form knew it was false, believed it was false, or made the statement recklessly without caring whether it was true or false. That is not the law.

Setting aside judgments obtained by fraud

25. I take the principles which govern applications to set aside judgments for fraud to be as summarised by Aikens LJ in *Royal Bank of Scotland plc v Highland Financial Partners lp* [2013] 1 CLC 596 at [106]:

> *"The principles are, briefly: first, there has to be a 'conscious and deliberate dishonesty' in relation to the relevant evidence given, or action taken, statement made or matter concealed, which is relevant to the judgment now sought to be impugned. Secondly, the relevant evidence,*

action, statement or concealment (performed with conscious and deliberate dishonesty) must be 'material'. 'Material' means that the fresh evidence that is adduced after the first judgment has been given is such that it demonstrates that the previous relevant evidence, action, statement or concealment was an operative cause of the court's decision to give judgment in the way it did. Put another way, it must be shown that the fresh evidence would have entirely changed the way in which the first court approached and came to its decision. Thus the relevant conscious and deliberate dishonesty must be causative of the impugned judgment being obtained in the terms it was. Thirdly, the question of materiality of the fresh evidence is to be assessed by reference to its impact on the evidence supporting the original decision, not by reference to its impact on what decision might be made if the claim were to be retried on honest evidence."

26. That summary was approved by Lord Kerr (with whom a majority of the Supreme Court agreed) in *Takhar v Gracefield Developments Ltd and others* [2019] UKSC 13 at [56], who also agreed with the observation of Mr Justice Newey at first instance in that case, to the effect that the claimant in *Takhar* should not be fixed with a further obligation to show that the fraud which she now alleged could not have been discovered before the original trial by reasonable diligence on her part. Lord Sumption added (at [61]) that no question of cause of action estoppel or issue estoppel arises in such a case because the basis of the action is that the earlier proceedings were vitiated by fraud and the judgment cannot bind the parties.

27. In the context of the applications before me, the first issue is therefore whether the Defendants can show that the Claimant has no real prospect of success in establishing that the earlier judgments were vitiated by the factors that are summarised by Lord Justice Aikens.

Res judicata and Abuse of Process

28. If that issue is determined in favour of the Defendants, the next issue is whether the claims now sought to be advanced are barred by res judicata and/or are an abuse of process (applying the rule in *Henderson v Henderson* (1843) 3 Hare 100) and are liable to be struck out on that basis.

29. In that respect, *Johnson v. Gore Wood* [2002] 2 AC 1 summarises the approach the Court should adopt when asked to determine whether it is abusive for a Claimant to bring multiple sets of proceedings relating to the same underlying matters, as follows (p. 31A-E):

> *"…… [there] should be finality in litigation and that a party should not be twice vexed in the same matter. This public interest is reinforced by the current emphasis on efficiency and economy in the conduct of litigation, in the interests of the parties and the public as a whole. The bringing of a claim or the raising of a defence in later proceedings may, without more, amount to abuse if the court is satisfied (the onus being on the party alleging abuse) that the claim or defence should have been raised in the earlier proceedings if it was to be raised at all. I would not accept that it is necessary, before abuse may be found, to identify any additional element such as a collateral attack on a previous decision or some dishonesty, but where those elements are present the later proceedings will be much more obviously abusive, and there will rarely be a finding of abuse unless the later proceeding involves what the court regards as unjust harassment of a*

> *party. It is, however, wrong to hold that because a matter could have been raised in early proceedings it should have been, so as to render the raising of it in later proceedings necessarily abusive. That is to adopt too dogmatic an approach to what should in my opinion be a broad, merits-based judgment which takes account of the public and private interests involved and also takes account of all the facts of the case, focusing attention on the crucial question whether, in all the circumstances, a party is misusing or abusing the process of the court by seeking to raise before it the issue which could have been raised before".*

30. The burden is on the Defendants, who are alleging abuse of process, and *"the court will rarely find that the later action is an abuse of process unless the later action involves unjust harassment or oppression"* of the targets of the litigation in question (in *Dexter v Flieland-Boddy* [2003] EWCA Civ 14, as approved in *Aldi Stores Ltd v WPS Group PLC* [2008] 1 WLR 748 at 757G).

Analysis

Strike out/summary judgment

31. I have no hesitation in concluding that the Claimant's contention that he is entitled to rescind any of the judgments that bind him is utterly hopeless. He has no real prospect of making out any of the necessary criteria.

32. Starting with the False Date point: the Claimant's pleaded case goes no further than this, that on the Acceptance of Nomination form, which Mr Bellamy signed to signify to CIArb his acceptance of the appointment, the date the case was received was filled in by someone as 28 April 2015, when in fact a signed handwritten receipt acknowledges the delivery of the Claimant's Request for Arbitration to CIArb on 23 April 2015.

33. The Claimant has concocted a complete fantasy, for which there is no evidence at all, of there having been collusion between the Defendants in altering that date, and then in deliberately concealing the alteration from him, supposedly in order to hide from him the fact the arbitration was void for non-compliance with a time limit laid down in section 16 of the Arbitration Act. There was, in fact, nothing to hide, since the date has no such legal consequence as he contends for, and there is no basis whatsoever for inferring that anyone involved acted dishonestly.

34. The evidence before me included an email from the Third Defendant, Mr Khan, to the Claimant dated 28 April 2015, thanking him for submitting his application and attaching an acknowledgement. The Request for Arbitration is also in the bundle, from which it is evident that the Claimant had omitted to fill in the section of that form asking him to state the amount in dispute. Self-evidently, the value of the dispute was likely to be relevant when selecting an arbitrator. It is therefore unsurprising that a case officer at CIArb picked up on the fact the form omitted that information and followed up with a further email to the Claimant that same day asking whether the Claimant was seeking to appoint a solicitor, barrister or QC and seeking clarification as to as to the value of the claim. The Claimant responded by email on 29 April 2015, apologising for his "slip up", and saying that the claim was worth "USD 4.812324800212413e+16" (sic). Quite what that figure was supposed to mean is obscure. The case worker, unsurprisingly, responded asking for a sterling figure and by an email on 30 April the Claimant informed CIArb that the dispute was worth "about GBP 33.3 Quadrillion".

The case worker replied to that email that same day thanking him for clarifying and saying they would be in touch with details of the appointee in due course. The appointment of Mr Bellamy was confirmed by his signature on the Acceptance of Nomination form on 22 May 2015 and the appointment was notified to the Claimant on 26 May 2015.

35. All that emerges from that is that the date put onto the form was the date on which the email was sent acknowledging the application, rather than the date the documents were physically received at CIArb's offices. Those facts cannot possibly be said to make an inference of dishonesty "more likely" than an innocent explanation (*JSC Bank of Moscow v Kekhman*), such as to provide an adequate basis for the plea that the Defendants acted "dishonestly and in bad faith" in "falsely" substituting an incorrect date. CIArb in any event would have needed to check the value of the dispute, as it did, before proceeding to appoint the arbitrator. So, whether the date had been recorded as 23 April or 28 April 2015 on the form that was supplied to Mr Bellamy for the purpose of recording his agreement to accept the appointment, matters would have taken exactly the same course as they in fact did.

36. There is no basis for inferring that the insertion of that date was intended by anyone to, or did, deceive anyone. No facts are pleaded that "tilt the balance" or from which any inference could possibly be drawn that the subjective state of mind of anyone involved was such as to render their conduct objectively dishonest. The Court is not obliged, on an application for summary judgment, to nod through allegations of dishonesty which are, on any view, inadequately pleaded and which on the evidence before the Court are in any event patently misconceived.

37. The fact that Mr Bellamy was appointed marginally more than 28 days after the delivery to CIArb of the Request for Arbitration is of no relevance whatsoever. He was appointed 29 days later (on 22 May 2015). The Claimant was notified of the appointment 33 days after first requesting it and indicated no dissatisfaction at that time with the pace at which the appointment had been made. The Claimant was wholly unable, when I asked him, to identify any prejudice at all that flowed from more than 28 days having elapsed before the appointment was made and it is plain that none did. There is an obvious explanation for the very slight delay, in the entirely reasonable need to clarify the value of the dispute before proceeding.

38. The Claimant's argument was that section 16(3) of the Arbitration Act 1996 required the arbitrator to be appointed within 28 days. That subsection provides that: *"If the tribunal is to consist of a sole arbitrator, the parties shall jointly appoint the arbitrator not later than 28 days after service of a request in writing by either party."*

39. The next step in the argument was that because that was not done, then by virtue of section 16(7)) section 18 was engaged. That section provides as follows:

"18 Failure of appointment procedure.

(1) The parties are free to agree what is to happen in the event of a failure of the procedure for the appointment of the arbitral tribunal.
There is no failure if an appointment is duly made under section 17 (power in case of default to appoint sole arbitrator), unless that appointment is set aside.

(2) If or to the extent that there is no such agreement any party to the arbitration agreement may (upon notice to the other parties) apply to the court to exercise its powers under this section.

(3) Those powers are—
(a) to give directions as to the making of any necessary appointments;
(b) to direct that the tribunal shall be constituted by such appointments (or anyone or more of them) as have been made;
(c) to revoke any appointments already made;
(d) to make any necessary appointments itself.

(4) An appointment made by the court under this section has effect as if made with the agreement of the parties.

(5) The leave of the court is required for any appeal from a decision of the court under this section."

40. The Claimant's argument of law based on the Arbitration Act 1996 is completely misconceived:

i) Section 16(3) is subject to section 16(1), which provides that the parties are free to agree the procedure for appointment and where they do this will displace the default period of 28 days that is provided for by section 16(3). Here the parties had expressly agreed that CIArb rules were to apply. Moreover, the seat of the arbitration was Dubai. It seems to me unlikely that either the time limit in section 16(3), or the power in section 18 applied at all in the case of this arbitration, having regard to sections 2(3) and (4), which define the very limited extent to which the Arbitration Act 1996 applies to arbitrations where the parties have expressly specified a foreign seat (essentially confining that to sections 43 and 44, neither of which is relevant for our purposes).

ii) I appreciate that Master Kay held that English law applied to the contract appointing Mr Bellamy, and to the relationship between the Claimant and CIArb, given the close connection of those matters with this jurisdiction, but that is distinct from the law that applies to the arbitral process itself (such as relevant time limits and other procedural requirements), which results from the choice of the seat and the relevant rules of arbitration. (There was, in any event, and there still is, no evidence that UAE law would have invalidated the express contractual immunity in Mr Bellamy's contract of appointment, had it instead applied to that contract.)

iii) The Claimant's case was, in fact, internally inconsistent in this respect. In his Part 7 Claim he referred to and relied upon *Enka Insaat Ve Sanayi AS v OOO Insurance Company Chubb* [2020] UKSC 38 for the proposition that the law of the seat governs arbitral procedure. That is correct and is, indeed, the reason why the drafters of the Arbitration Act 1996 ensured that (inter alia) sections 16 and 18 of that Act are excluded by the terms of section 2, in the case of an arbitration with a foreign seat. *Enka* has nothing to say about the separate question of what law governs a claim between a party to the arbitration and the arbitrator, or arbitral institution, seeking to make either of them liable in damages for a departure from the specified arbitral procedure (the question previously determined by Master Kay QC, which is unaffected by *Enka*).

iv) Crucially, however, even if sections 16 and 18 did apply, that would still get the Claimant nowhere, because (as should be abundantly clear simply from reading section 18) all that section 18 empowers the Court to do is take the necessary steps to

> effect an appointment, so that the arbitration can then proceed. The appointment of Mr Bellamy had already been made long before any application under section 18 could ever have been got before a Court and there would have been no earthly point in invoking section 18 for such an inconsequential delay (if a delay indeed it was). The Claimant is fundamentally wrong in his submission that the effect of section 18 would have been that the Court took over the case in place of the arbitrator.

41. The proposition that this inconsequential delay had the effect of rendering the arbitration void is therefore hopeless. Supposing sections 16 and 18 of the Arbitration Act 1996 did apply, as the Claimant asserts they did, that is simply not their effect. Moreover, I note in this respect that inconsequential non-compliance with the appointment procedure of an arbitral tribunal does not deprive the tribunal of substantive jurisdiction: *Tarmarea SRL v Rederiaktiebolaget Sally* [1979] 1 WLR 1320 (where the departure from the required procedure that was held to be inconsequential was on the face of it far more significant than the very minor delay in appointing Mr Bellamy that was, at most, all that occurred here).

42. Turning now to the Fraudulent Concealment point, it follows from this that there could be no sensible purpose to seeking to conceal from the Claimant what date appears on the face of the Acceptance of Nomination form and no basis for inferring that anyone acted dishonestly in that respect. The fact that the date of 28 April 2015 appears there, rather than 23 April 2015, matters not a jot. The idea that, somehow anticipating that the Claimant would one day take the thoroughly bad point of law he has now taken, someone at CIArb put that date on the form in order to cover up this non-existent procedural breach, is obvious nonsense. So, too, is the suggestion that the form was then dishonestly concealed from the Claimant.

43. As I explain below, the Bellamy Claim never reached the point of standard disclosure being given. However, following the Judgment of Master Kay QC, the Claimant sought and was voluntarily given certain specific disclosure, in advance of the further hearing that took place before Males J. The documents he was given on 15 February 2018 included the Acceptance of Nomination form. At the hearing before Males J on 24 May 2018, he took a raft of other points about the contents of that form (relating to the declarations it contains), but not this one. The fact the document was voluntarily disclosed at that time confirms there was never any deliberate concealment of it, even if it be the case that the Claimant did not in fact have it any earlier.

44. In point of fact, it is clear from paragraph 9 of the Claimant's Amended Particulars of Claim in the Bellamy Claim (dated 10 December 2016) that the Claimant already knew, before the date of the hearing before Master Kay QC, that Mr Bellamy was appointed on 22 May 2015 (since he there refers to the dates and times of the email exchange between CIArb and Mr Bellamy whereby he communicated that acceptance) and therefore, since the Claimant also knew when he had delivered the Request for Arbitration he knew by then everything he needed to know to take the point on delay, irrespective of whether he had a copy of the Acceptance of Nomination form.

45. Master Kay QC was not misled about the date on which the request for arbitration was made, relative to the date of appointment (which is correctly stated in that Judgment at paragraph 3(e) as being 22 May 2015): that simply had no relevance to the issues argued before the Master and addressed in that Judgment. Had the Acceptance of Nomination form been before Master Kay QC, and the same submissions been made as were made to me, as to the impact of the supposed delay, that would still have made no difference at all to the terms of that Judgment. Knowing that there was one more gripe about alleged procedural shortcomings, in

addition to those already in play before Master Kay QC, would not have made any difference to the basis on which any claim in respect of those alleged shortcomings was dismissed. It would remain the case, for example, that there was no adequately particularised allegation of bad faith against any of the then Defendants, no basis for challenging the express immunity in the contract appointing Mr Bellamy, no reasonable grounds for holding the CIArb Defendants liable for any supposed procedural defects on the conduct of the arbitration and no foundation in law for holding any of them liable whether for the value of the gold or at all.

46. Incidentally, when asked why he did not take the False Date point before Males J, by which time the Claimant also had the Acceptance of Nomination form, the Claimant claimed he had relied on Ms Sullivan's having said, in her covering email, that the documents were not relevant to the issues that remained in dispute for the Court to determine at the hearing before Males J on 24 May 2018. It is quite clear he did not accept what she said about the relevance of the documents, since he in fact argued a number of other points before Males J that were specifically based on the Acceptance of Nomination form (some of which are referred to at [20] of the Judgment of Males J dated 24 May 2018). The simple fact is that this particular (bad) point did not occur to him at that time, but that was not because he lacked the evidence on the basis of which to make it.

47. To sum up: there is therefore no real prospect of showing that there was "conscious and deliberate" concealment of evidence, in the shape of the Acceptance of Nomination form and nor is that evidence at all "material". It would not have "changed the way in which the first court approached and came to its decision" assessed by reference to its impact on the evidence supporting the original decision. None of the relevant criteria identified in *Takhar* are satisfied. By the same token, this is not a case where it can be said that new facts have come to light that fundamentally change the complexion of the case: *Phosphate Sewage Company Ltd v Molleson* (1879) 4 App Cas. 801 at 814. The Claimant has no basis for setting aside any of the previous Judgments, which remain fully binding on the Claimant.

48. I therefore move on to consider whether the effect of those Judgments is to bar the present claims.

49. Parts of the present claims are on any view the subject of a clear res judicata: for example, as between the Claimant and the First, Second, and Fifth and Sixth Defendants, the issues of the arbitrator's immunity from suit, and the absence of any basis in the law of bailment or the tort of wrongful interference for holding any of them liable for the value of the gold has already been determined by the Judgments of Master Kay QC and/or Males J. I do not propose to try to pick out every individual allegation that is the subject of a res judicata, because in my view it is absolutely clear that this is a clear, and indeed egregious, example of litigation which is an abuse of process.

50. Had the Claimant requested the documents now relied on as "new" evidence any earlier, in advance of the hearing before Master Kay QC, there is no reason to suppose they would have been withheld, and at all events he undoubtedly had them by the time of the hearing before Males J and could and should have taken the point on the supposed delay in appointment then, if he was ever going to take it, bringing forward all of his complaints about the arbitral procedure in one go. Similarly, it has always been his case that UAE law applied as the law of the seat and, that being so, he could and should have advanced then his case as to the specific provisions of UAE law on which he now seeks to rely, as well as any case based on the various provisions of English consumer protection law, unparticularised references to which are scattered through his Particulars of Claim. All of those references to legislation

appear in broad terms to be directed to whether there was a procedural breach and whether in some respect he received a sub-standard service in respect of the arbitration, and hence are directed to the same matters that have already been litigated.

51. The history of this matter, which is set out above and in the appendix to this judgment, speaks volumes. For many years now the Claimant has repeatedly advanced baseless allegations of dishonesty and bad faith against various of these Defendants, in relation to the same underlying grievance in respect of the conduct of the arbitration. The present proceedings included (along with much that had already been advanced before) new, and equally baseless, allegations of bad faith in the form of the False Date point and Fraudulent Concealment point. The present litigation can serve no useful purpose, since it cannot affect the basis on which the Courts have previously rejected any liability on the part of Mr Bellamy or CIArb, in the absence of a viable case of dishonesty or bad faith. That history clearly does amount to unjust harassment of those parties who have been the repeat targets of this activity. The overall expenditure of costs (and time) involved will necessarily have been multiplied many times beyond that which the parties would have expected to endure from seeing off these claims just once. The costs previously ordered against the Claimant, prior to this latest round of litigation, have not to date been paid. In the case of Mr Bellamy alone, those costs amount to £199,000.

52. Moreover, the effect of this has been that the Claimant, despite having already had his day in Court, has not been satisfied with that and has, repeatedly, sought to revisit the same underlying grievances, thereby taking up to no good purpose Court time which could otherwise have been allocated to other litigants. The fact that access to the Court is a finite resource for which demand exceeds supply was well-illustrated by the fact that, when I enquired of the Court Listing office when this hearing might be rescheduled, should Ms Evans QC not be well enough to conduct it, or should it not be possible to arrange a video link at short notice (neither of which, happily, proved to be a problem as matters transpired), I was told that another one-day listing would not be available until at the earliest October 2022.

53. As regards the Third and Fourth Defendants, who have not previously been sued, and Mr Udoh, the Fifth Defendant, who was a party to the Second Joinder application which was dismissed by Males J, in the absence of a viable pleaded case of dishonesty against any of them individually (which for the reasons given above there is not) there is no arguable basis for holding them personally liable for matters that were handled by them in their capacity as employees of CIArb, acting within the ordinary course of their employment. Moreover, the Claimant cannot outflank the rulings, by which he is bound, that CIArb is not liable to him, by seeking to sue any of the individual employees through whose agency CIArb discharged its (purely administrative) functions. To seek to do so is clearly abusive, in circumstances where it has already been determined that CIArb is not liable. (It is also the case that the Claimant was always aware of the identity of the relevant employees and it is unexplained why he did not bring forward any claims against them (at latest) at the same time he sought to join Mr Udoh, before Males J, by which time he had all of the documents on which he now relies.)

54. I conclude that the Part 7 and Part 8 Claims are not only, in large measure, res judicata, but so far as that is not the case, they are an abuse of process, based on a broad, merits-based judgment and taking account of the public and private interests involved. In any event, the new elements of the claims (which relate to the False Date point and the Fraudulent Concealment point, and the purported claims against those two Defendants who were not previously sued) have no real prospects, for the reasons I have given above.

55. On that basis, the Part 7 and Part 8 claims are liable to be struck out as an abuse of process and it also follows that they have no real prospect of success, such that the Defendants are (so far as may be necessary) entitled to summary judgment. I find both claims to have been totally without merit.

The Claimant's application for "default" judgment

56. The Claimant has made what he describes as an application for "default" judgment in respect of the Part 8 Claim (dated 27 June 2021). CPR 8.1 (5) provides that "Where the claimant uses the Part 8 procedure he may not obtain default judgment under Part 12". In any event, the Defendants to the Part 8 Claim had already acknowledged service objecting to the Part 8 process and indicating (among other things) their intention to apply to strike out the claim. The Claimant's application for "default" judgment was on any view completely misconceived. If and insofar as the Claimant intended his application to be for summary judgment on his claims, it fails as a necessary consequence of the fact the Defendants succeed on their applications. I dismiss the application as totally without merit.

The Claimant's application for a declaration that the arbitration is void

57. It follows from my conclusions above that this application is also totally without merit and is dismissed.

The Claimant's joinder application

58. As regards the application to join Weightmans and Mr Gaul, there is nothing to join them to, in circumstances where the claims are being struck out. Not only that, however, the purported claims against those parties are both incoherent and self-evidently hopeless.

59. The allegations (as far as they can be understood) are as follows:

    i) It is asserted that Mr Gaul by a letter to the Claimant dated 24 June 2016, and/or by way of a disclosure report, dishonestly and falsely represented that he had given standard disclosure when that was not the case (paragraphs 21 and 22 of the Particulars of Claim). That is a nonsensical allegation. That letter indicates that Mr Bellamy intended to apply to strike out the Bellamy Claim but goes on to raise the fact that the parties needed to seek to agree directions. It then attaches draft Directions which include directions for standard disclosure. It is absolutely clear that the letter in question says no more than that in the event that the Court did direct standard disclosure, Weightmans would be asking Mr Bellamy to search for the types of documents listed in the letter. It cannot sensibly be read as saying that such disclosure had been, or would in the absence of a direction be, given. Equally, the disclosure report there referred to is for the purpose of defining the scope of disclosure that will be given if and when the obligation to give it arises. In the event, because the proceedings were struck out by Master Kay QC before they ever reached the point of directions for disclosure being made at a CMC, the Defendants (entirely properly) never did give standard disclosure.

    ii) Paragraph 23 of the Particulars of Claim makes a wholly unparticularised allegation that Mr Gaul made dishonest and untrue statements in his witness statement dated 4 April 2017 and that this is evidence of contempt of Court. That witness statement addressed the reasons the Court of Appeal should refuse permission for the Claimant's appeal from the Order made by Males J on 1 February 2017 (dismissing the Claimant's

application for a freezing injunction). I can see at all nothing inaccurate about it. This is yet another baseless and unparticularised allegation of dishonesty. Any contempt proceedings would require the permission of the Court. Witnesses have immunity from suit (see, for example, *Sprecher Grier Halberstam LLP v Walsh* [2008] EWCA Civ 1324 at p.1212 and pp.1232-3).

60. There is no basis at all for the allegation that Mr Gaul misrepresented the position, whether in respect of disclosure, or anything else, and still less is there any basis whatsoever for alleging dishonesty against him or Weightmans. I dismiss the Joinder Application as totally without merit.

The Defendants' application for an ECRO

61. The Court's power to make an extended civil restraint order is derived from CPR 3.11 (which provides that the circumstances in which the power arises, procedure for making an order and consequences are to be defined in a Practice Direction made under that rule) and PD3C (the Practice Direction made pursuant to that rule) para. 3.1 of which provides as follows:

> "*3.1 An extended civil restraint order may be made by –*
>
> *……..*
>
> *(2) a judge of the High Court; or*
>
> *where a party has persistently issued claims or made applications which are totally without merit.*
>
> *3.2 Unless the court otherwise orders, where the court makes an extended civil restraint order, the party against whom the order is made –*
>
> *(1) will be restrained from issuing claims or making applications in –*
>
> *……..*
>
> *(b) the High Court or the County Court if the order has been made by a judge of the High Court*
>
> *…….. concerning any matter involving or relating to or touching upon or leading to the proceedings in which the order is made without first obtaining the permission of a judge identified in the order".*

62. I adopt the guidance set out in *Sartipy v. Tigris Industries Inc* [2019] 1 WLR 5892 (paras 29 and following, so far as relevant) as to the approach to when it is appropriate to make an order:

    i) If a claim itself is totally without merit and if individual applications in that claim are also totally without merit, there is no reason why both the claim and individual applications should not be counted for the purpose of considering whether to make an ECRO;

    ii) Although at least three claims or applications are the minimum required for the making of an ECRO, the question remains whether the party concerned is acting "persistently". That will require an evaluation of the party's overall conduct. It may be easier to conclude that a party is persistently issuing claims or applications which are totally without merit if it seeks repeatedly to re-litigate issues which have been decided than

if there are three or more unrelated applications many years apart. The latter situation would not necessarily constitute persistence;

iii) When considering whether to make a restraint order, the court is entitled to take into account any previous claims or applications which it concludes were totally without merit, and is not limited to claims or applications so certified at the time, albeit that in such cases the court will need to ensure that it knows sufficient about the previous claim or application in question.

63. For the reasons addressed above, I have concluded that the Part 7 and Part 8 Claims are totally without merit, as likewise are the Claimant's applications for default judgment, a declaration, and to join Mr Gaul and Weightmans. Furthermore, there is clear evidence of persistence in relitigating the same underlying matters. In that respect I am entitled to and do take into account the history I have set out above and the fact that shortly after the last ECRO expired the Claimant resumed making claims in respect of these matters.

64. I made clear to the Claimant, in the course of his oral submissions, my concern at the cavalier manner in which he appears to be prepared to make serious allegations of dishonesty and bad faith, against an ever-expanding list of people, with no apparent regard at all to the need for there to be at least some basis for alleging that those concerned had the requisite subjective state of mind to render their conduct objectively dishonest. I of course appreciate that the Claimant, as a litigant in person, is not subject to the professional constraints that bind Counsel in such matters. I also accept that the Claimant may perhaps have misinterpreted Ivey. However, the fact is that even children understand that there is a fundamental difference between saying that someone got something (such as a date) wrong and saying that the person lied about it. I have no confidence that my efforts to explain these matters to the Claimant, including by way of this Judgment, will cause him to alter his pattern of behaviour. There is every reason to expect that, unless an ECRO is made, he will continue.

65. It is, quite frankly, in his own interests that he be restrained if he is incapable (as it seems) of restraining himself, since the only result of these repeated attempts at litigating these matters is that he is incurring ever greater liabilities for costs. Due sympathy for the Claimant's various health conditions does not in any way alter the conclusion that his behaviour amounts to unacceptable harassment of the Defendants and must be restrained.

66. The criteria for making an ECRO are satisfied and I am satisfied that in principle it is right to make one. The only remaining issue is whether the Defendants are now adequately protected by the fact that, since they made their applications for an ECRO in this matter in August 2021, an Order has been made by Andrew Baker J in other proceedings on 26 November 2021 (Claim No CL-2021 000330) which includes, in addition to an ECRO in respect of the subject matter of those proceedings, a general civil restraint order ("the GCRO").

67. The Defendants submitted that the GCRO contained within Andrew Baker J's Order might not offer complete protection, on the basis that the Claimant may make an application to discharge that Order without notice to these Defendants. I think in fact that is not a correct reading of that Order. Paragraphs 8 and 9 require that before the Claimant issues any claim or application in the High Court or County Court he must apply for permission and that any such application must be made on 7 days' notice to the "other party", whose response to it must then be included in the application to the judge for permission. In context, that clearly means the other party (or parties) to the claim or application sought to be made, not limited to further claims or applications against the parties to the action in which that Order was made. Thus,

as matters stand, the Claimant could not bring any further claim or application against these Defendants without first seeking permission, having given them 7 days' notice of that application.in those proceedings, to which these defendants are not a party. I make this clear because it is important that the Claimant should not be under any misapprehension as to the effect of the Order that has already been made.

68. All of that said, it seems to me there is still some practical utility in an ECRO made specifically in these proceedings for this reason: the Order containing the GCRO is expressed to remain in place until 4pm on 26 November 2023, whereas I am entitled under PD3C paragraph 3.9(1) (and consider it appropriate) to make an ECRO for a duration of up to two years from the date of my Order. I will specify that any application for permission is to be made to the same Judges as are named in the GCRO, such that (during the period of time the Orders overlap) a single application for permission will serve the purposes of complying both with the GCRO and the ECRO. The ECRO will remain in effect for some months longer than the GCRO.

Terms of Order and costs

69. Costs schedules have been supplied by each of the Defendants. To assist the Claimant in focussing any submissions he may wish to make in this respect, I shall indicate that, given the basis on which I have dismissed the claims and applications, my current view is that this is an appropriate case for costs to be awarded against the Claimant on an indemnity basis. If the Claimant wishes to submit otherwise, or to take issue with the quantum of the costs sought, or to ask for additional time to make payment, he should set his position out in written submissions of no more than 3 sides of A5, promptly following circulation of this judgment in draft, to which the Defendants may respond in written submissions likewise limited in length, such that the Order made at the time of hand down can deal with costs without the need for further attendance. Any submissions as to the other terms of the draft Order, circulated to the parties with the draft of this judgment, are to be made at the same time and within the same page limit.

Further communication from the Claimant

70. When this judgment was almost ready for circulation, I received a letter filed by the Claimant via the CE system asking for a stay pursuant to CPR 26 for the purpose of settlement and asking for Court mediated ADR. There is nothing left of this claim to be stayed or mediated. Insofar as the Claimant wishes to make constructive proposals to the Defendants in respect of his liability in costs, it remains open to him to do so, and it will be for them to consider whether or not those proposals are acceptable to them. When invited, in the ordinary way, to provide corrections to this judgment in draft, the Claimant supplied submissions which in essence sought to reargue the points already dealt with in this judgment.

Referral to the Attorney General

71. The Defendants requested that I consider exercising my discretion to refer this Judgment to the Attorney General, so that consideration may be given to an indefinite civil proceedings order under section 42(1) of the Senior Courts Act 1981. I have concluded that it is right to do so, in particular in light of the fact that two other Judges have recently made ECROs in respect of the Claimant in respect of other, unrelated matters (an Order of Her Honour Judge Backhouse dated 10 May 2021 in Claim Number F01KT408 in the County Court of Kingston Upon Thames and an Order of Andrew Baker J dated 26 November 2021 in Claim No CL-2021 000330 in the High Court (Commercial Court), albeit I note that the latter Order

discharged the former). This is suggestive of a broader problem than the Claimant's repeated attempts to relitigate the issues relating, specifically, to the arbitration and it therefore seems right to me that the Attorney General should have the opportunity to consider the situation in the round.

Appendix: Chronology

DATE	EVENT	Page ref in hearing bundle (if applicable)
2012		
25 Sep 2012	"Agreement for Exchange" concerning land/gold between the Claimant and Mr Sonewane. Agreement made in Dubai. Mr Sonewane agreed to transfer gold of 99.999% fineness, weighing 49420 grams (or 43360 grams).	p. 140 (arb. clause p. 147)
2015		
April 2015	Claimant started arbitration proceedings against Mr Sonewane for alleged failure to comply with "Agreement for Exchange" dated 25 Sep 2012. Claimant sought 12,039,149,111,250.40 kgs of gold.	p. 132
23 April 2015	Date of Claimant's letter to CIArb seeking appointment of arbitrator (accompanying form is dated 22 April 2015-p. 134)	p. 132
28 April 2015	CIArb acknowledged Claimant's request for appointment of arbitrator. (Claimant now contends in the part 8 claim that the Defendants substituted a "false and invalid date" of 28 April as the date when the application was received- see p. 603)	Letter at p. 22-27 and acceptance doc at p. 130
22 May 2015	CIArb invited Mr Bellamy to accept appointment as arbitrator. Mr Bellamy accepted appointment.	p. 128
26 May 2015	Mr Khan of the CIArb notified Claimant that Mr Bellamy had been appointed. By the Part 8 claim the Claimant now contends that this was in breach of s. 16(3) of the Arbitration Act in that it was more than 28 days after his application was received- p. 603 CIArb had no further involvement until Oct 2015.	p. 28 (terms of appointment p. 30)
15 June 2015	Mr Bellamy expressed preliminary view that the law of the arbitration was English law because of the incorporation ofCIArb rules by the arbitration clause.	p. 215 (details in ws)

1 July 2015	Claimant wrote to Mr Bellamy arguing that the law of the arbitration was UAE law. He requested a documents only procedure.	p. 215 (details in ws)
3 July 2015	Mr Bellamy wrote to Claimant acknowledging that the lex arbitri was UAE law and providing his terms of appointment (which included an indemnity for Mr Bellamy for any matter related to the arbitration, save in relation to the consequences of bad faith). Claimant signed and returned the terms on 12 July 2015	p. 216 (details in ws)
11 July 2015	Mr Bellamy signed terms of appointment as arbitrator	p. 35
29 July 2015	Mr Bellamy suggested procedures/timetable for arbitration	p. 215 (details in ws)
14 Aug 2015	Mr Bellamy's clerk requested payment of his fees to the end of July 2015 plus a £20,000 deposit. On 17 Aug Claimant refused to pay the deposit.	p. 217 (details in ws)

17 Aug 2015	First directions order. Mr Bellamy recognised that governing law of arbitration was UAE law and that there should be an evidential hearing in Dubai. He listed the principal issues and established a timetable for documents.	p. 37
25 Aug 2015	Mr Bellamy's clerk repeated request for £20,000 deposit.	p. 218 (details in ws)
1 Sep 2015	Second directions order. Mr Bellamy ordered a hearing in Dubai on the law applicable to the exchange contract- namely whether it was UAE Law or Indian Law. Hearing also to deal with principal issues listed in order.	p. 41
11 Sep 2015	Claimant protested that demand for £20,000 deposit was premature and repeated request for documents only hearing.	p. 218 (details in ws)
15 Sep 2015	Mr Bellamy's clerk repeated request for £20,000 deposit. Claimant refused.	p. 218 (details in ws)
21 Sep 2015	Mr Bellamy's clerk made clear that Mr Bellamy was entitled to an advance for his fees and expenses.	p. 219 (details in ws)
22 Sep 2015	Claimant objected to the email from Mr Bellamy's clerk and indicated that he was disabled.	p. 219 (details in ws)
23 Sep 2015	Mr Bellamy's clerk repeated request for fees.	p. 219 (details in ws)
29 Sep 2015	Claimant objected to request for money or a hearing in Nov.	p. 219 (details in ws)
2 Oct 2015	Third directions order- Mr Bellamy made order stating that his work would be suspended unless payment was made by 9 Oct	p. 44 and p. 49 p. 219 (details in ws)
15 Oct 2015	Claimant indicated intention to bring a claim against Mr Bellamy for negligent breach of the arbitration procedure, failure to perform his duties and bad faith.	p. 220 (details in ws)
21 Oct 2015	Mr Bellamy resigned as arbitrator and suggested the parties consider appointing an alternative.	p. 51 or p 752
22 Oct 2015	Claimant argued that the consequence of the resignation would be "denial of the issue of an award". He repeated his allegations of breach of the arbitration agreement and bad faith against Mr Bellamy. CIArb emailed Claimant stating that Mr Khan had left the CIArb and that Ms Williams had taken over as head of the dispute	p. 220 (details in ws)

	appointment service. She gave Claimant details of what to do if he wanted to commence a fresh arbitration.	
26 Oct 2015	Claimant wrote lengthy email complaining about Mr Bellamy and CIArb. He complained he had been the subject of discrimination/harassment and/or breaches of his human rights.	p. 750
10 Nov 2015	CIArb wrote to Claimant stating that it does not administer arbitrations, and denying breaches of the Equality Act/ECHR. CIArb also relied on s. 74 of the 1996 Act. Claimant later complained that the letter was misleading (including in his response date 13 Nov 2015).	p. 52 or p. 753
9 Dec 2015	**First Judicial Review:** Claimant commenced judicial review proceedings against CIArb, Mr Bellamy and his clerk (Mr Davidson). He complained the arbitration had been conducted in an unfair and discriminatory way and sought 2,983,685,978,715,270.00000kgs of gold plus damages for non-pecuniary losses valued at £196,000. Claim contended that the defendants had acted negligently, in bad faith and had breached the Claimant's rights. The Claimant set out a detailed chronology of the arbitration. CIArb instructed RPC (and in particular Mr Naylor) to defend the claim.	p. 754
2016		
20 Jan 2016	McGowan J dismissed Claimant's application for permission to bring the First Judicial Review Claim as "totally without merit"- none of the Defendants was a public body . Claimant ordered to pay costs on indemnity basis: order noted that "the Claimant was advised that this claim had no merit but insisted that he would pursue it".	p. 53 or p. 760
10 March 2016	Claimant was ordered to pay costs of the judicial review application (which he failed to do). Simon Bryan QC (sitting as a deputy High Court Judge) depicted the Claimant's costs arguments as "without merit". He said it was a "classic case for indemnity costs".	p. 761
3 May 2016	**Bellamy Claim** Claimant issued proceedings against Mr Bellamy, Mr Bellamy entered a defence. Claimant sought 583,387,844,759,442,000,000,000kg of gold (or more than the total amount of gold ever mined in the world). Alternatively Claimant sought £74,592,149,467,881.8m. Claim based on breach of contract, tort or bailment plus additional small claim for personal injury. Claimant complained that Mr Bellamy had failed to act fairly during the course of the	p. 764

	arbitration and had also unfairly resigned. Claim sets out a detailed chronology of the arbitration. Claimant complained, among other things, of: a) Timings of hearings and alleged breaches of the UAE Civil Procedural Code (para. 6 and 9) b) The arbitration having been rendered void by the alleged breaches of the Code (para. 10) c) Being misled, in breach of consumer protection legislation (para. 11) d) An unfair or incorrect procedure being adopted (paras. 17-33) e) Disability discrimination/breach of Equality Act (paras 33-41) f) Repudiatory breach of contract (paras. 41-46) g) Illegal acts of bad faith (para. 47) h) Breaches of the Fraud Act 2006 in respect of the arbitration procedure (paras. 53-58) i) Misrepresentation in relation to the "void" arbitration proceedings, and procedural irregularity (paras. 59-67) j) Breaches of Consumer Protection Legislation (paras.67-73) k) Bad faith in the conduct of the arbitration (paras. 74-76) The Claimant claimed damages for personal injury of £74,592,149,467,881,800,000 (para 77.k.i at p 793) plus other losses such as injury to feelings of £148,000 (para. 77.k.ii at p. 794) or loss of utility (also £148,000) (para. 77.k.iii at p 795) Master Kay QC later found that the claim against Mr Bellamy was "very poorly pleaded and…falls to be struck out". Master Kay QC found that Mr Bellamy had immunity from suit under s 29 of the 1996 Act and that there was no proper evidence of badfaith.	
31 May 2016	Defence entered to Bellamy Claim	p. 225 (details in ws)
24 June 2016	Weightmans informed Claimant of intention to apply to strike out claim against Mr Bellamy. Letter also referred to the directions questionnaire and the fact that it was their practice	p. 54 or p. 1201

	to use standard disclosure rather than electronic document questionnaires.	
27 June 2016	Mr Bellamy's "disclosure report" i.e. setting out in a table the core types of documents that he held. The matter never in fact reached the stage of giving disclosure (because it was struck out)	p. 1203
29 July 2016	Mr Bellamy applied to strike out the claim against him	p. 225 (details in ws)
11 Aug 2016	Lindblom LJ refused Claimant permission to appeal against the order of McGowan J. Claim found to be "totally without merit" and "patently unarguable".	p. 64 or p. 763
25 Aug 2016	Supreme Court refused permission to appeal (RPC having pointed out that the Supreme Court lacked jurisdiction in any event).	p. 349 (ref to in another order)
21 Oct 2016	Claimant applied to bring a claim before the European Commission	p. 66
27 Oct 2016	Claimant contacted CIArb to ask for addresses of 2 employees whom he wanted to serve with legal proceedings- namely (Mr Khan and Mr Udoh). By this stage both Mr Khan and Mr Udoh had left CIArb. RPC refused to divulge the information and asked the Claimant to correspond with them. Claimant also began to prove RPC's retainer.	p. 797-798
12 Dec 2016	**First Joinder Application:** Claimant applied to join CIArb, the President of the CIArb RPC and Mr Naylor to the claim against Mr Bellamy (collectively- the "Proposed Joinder Defendants"). Claim against Proposed Joinder Defendants based on: a) alleged bailment of gold (paras (5) –(8)) b) an alleged ongoing role as regards the arbitration after the appointment of Mr Bellamy (para (11)) c) alleged conspiracy between Mr Bellamy and the CIArb (para 20) d) the assertion that the arbitration was void (para. (22)) e) complaints about Mr Bellamy's conduct of the arbitration (paras. (21) to (34)	p. 808

	f) Complaints about the handling of Mr Bellamy's resignation including representations on the part of the CIArb about its role (paras. (36) to (41)) g) Complaints about RPC/Mr Naylor allegedly providingthe Claimant with false information in August 2016 (para (52) or refusing to answer data requests (para. (64)) The Claimant sought damages of the "Monetary currency equivalent of 583,387,844,759,442,000,000,000 kg of 99.9% pure gold bullion (para (67) and (70) at p. 819 and 820) plus damages of £1,612,399 (para. (70) at p. 820).	
12 Dec 2016	Skeleton argument in support of First Joinder Application. Claim based on bailment of the gold, apparently based on Mr Bellamy's and the then CIArb/RPC Defendants' breaches relating to arbitration procedure (paras 1-23)	p. 799
15 Dec 2016	Mr Bellamy obtained interim charging orders over the Claimant's property (in relation to Judicial Review costs)	p. 70, p. 222 (ws)
2017		
4 Jan 2017	Claimant attempted to cancel unilateral notices relating to Mr Bellamy's charging orders	p. 222
16 Jan 2017	Ex parte order made in favour of Claimant transferring claim in QB to Commercial Court – Mr Bellamy later objected	p. 66
30 Jan 2017	**Freezing injunction application**: Claimant applied for "interim relief under CPR 25.6 and for delivery up or preservation of evidence or property under CPR 25 PD 8.1". The application was ostensibly against Mr Bellamy, but Claimant's draft order also sought relief against the current and past Presidents of CIArb and CIArb itself. The application seems to have been founded on the misapprehension that Mr Bellamy, CIArb and the Presidents of CIArb were detaining Claimant's gold and ought to be subject to worldwide freezing orders up tothe value of £366,885,123,328,168,000.00.	p. 822 draft order at p. 826
1 Feb 2017	The Honourable Mr Justice Males dismissed the freezing injunction application as "totally without merit" and depicted it as "absurd" (the Appellant unsuccessfully tried to appeal this order)	p. 839
10 Feb 2017	**Second Joinder Application**: Claimant applied "to join parties, transfer case C34YP857 to the action, multi-track the issues and interim payment".	p. 66 or p. 840

	Application included allegations of a conspiracy involving Mr Bellamy, Weightmans, Mr Gaul and Ms Hillyard of Weightmans, RPC, Mr Naylor of RPC, CIArb and Mr Udoh to wrongfully interfere with Claimant's goods or to cause him harm. Claimant made allegations of fraudulent or dishonest representations against Mr Udoh (para. 14). Claimant also complained about the conduct of Weightmans (para. 22) and RPC (para. 23), including asserting that various lawyers had used the judicial process to commit fraud or dishonesty with the intention of penalising the Claimant for his ethnicity. He also alleged that there had been a "failure to disclose truthful information". Claimant accused Mr Bellamy and his solicitors Weightmans of a "plan to torture me" (Para. 25). Claimant expressed a fear that this gold bullion was being detained or obstructed by a wide range of lawyers as well as defendants/ intended defendants (para. 28). The Second Joinder Application extended to more parties than the First Joinder Application.	
17 Feb 2017	**Criminal Convictions Application**: Claimant applied for *summary criminal conviction"* of Mr Bellamy, his solicitors Mr Gaul and Ms Hillyard of Weightmans (plus Ms Hillyard's supervisor), CIArb, RPC, Mr Naylor of RPC and Mr Udoh of CIArb. The witness statement in support reiterates numerous complaints about e.g. a) the conduct of the arbitration (e.g. paras. 2-5) b) alleged criminal acts on the part of Mr Bellamy and/or the CIArb (para. 3 or 7-8) c) the unlawfully deprivation of the Claimant of his gold (para. 5 and 16 or 26) d) fraudulent representations by CIArb about their immunity (para. 9) e) fraudulent false representations by RPC during the judicial review (para. 12) f) fraudulent failures by Weightmans to disclose information (para. 15) g) fraudulent acts by Weightmans in obtaining charging orders (para. 27-37)	p. 230 or p 851 witness statement at p. 860

	h) race and disability discrimination (para. 39)	
March/April 2017	Hearing before Master Kay QC. Hearing of Mr Bellamy's strike out application and the Claimant's Joinder Application. The Proposed Joinder Defendants resisted joinder to the claim against Mr Bellamy on the grounds that: a) The claim against Mr Bellamy was hopeless b) The claim against them was also hopeless. CIArb/President of the CIArb relied on a) The immunity in s. 74 of the 1996 Act b) The fact that allegations of bad faith against them had no or no real prospects of success c) The fact that the allegations of bailment (of gold) against them were ill founded and had been rejected by Males J as "absurd". RPC/Mr Naylor relied on: a) The fact that they were acting for Claimant's opponent not Claimant b) The fact that allegations of bad faith against them had no or no real prospects of success c) The fact that the allegations of bailment (of gold) against them were ill founded and had been rejected by Males J as "absurd". d) The lack of evidence that they had acted in breach of confidentiality or privilege or the Solicitors Accounts Rules. The Proposed Defendants also sought a Limited Civil Restraint Order ("LCRO") and transfer of the matter to a High Court Judge to make an Extended Civil Restraint Order ("ECRO"}. Claimant sought an interim judgment in the sum of £24,000,000	
4 April 2017	Witness statement of Patrick Gaul of Weightmans explaining why permission for the Claimant to appeal against the order of Males J dated 1 February 2017 (relating to the freezing injunction) should be refused. Witness statement attached schedule of applications/ orders to date. Claimant now complains about this statement.	p. 66 or p. 1205

7 July 2017	Order of Master Kay QC. Claim against Mr Bellamy dismissed as "totally without merit". Judgment was entered for Mr Bellamy for outstanding fees plus costs on the indemnity basis. Claimant's application for an interim payment of £24,000,000 from Mr Bellamy dismissed as "totally without merit". Claimant's application to join the Proposed Joinder Defendants to the claim against Mr Bellamy dismissed as "totally without merit". Claimant was ordered to pay these parties' costs on the indemnity basis. LCRO made. Save for permitting one application for permission to appeal against the order of Master Kay dated 7 July 2017 (and the pursuit of the appeal, if permission were granted), the LCRO prevented Claimant "for a period of 2 years from the date of this Order from making any further applications in the Bellamy Claim [i.e. HQ 16X0526] against Mr Bellamy or the Proposed Defendants without first obtaining the permission of Master Kay QC. For the avoidance of doubt this includes a restraint on any applications to join the Proposed Defendants or to seek any other relief against them (or Mr Bellamy) without first obtaining the permission of Master Kay QC." Order amended under the slip rule on 11 July 2017. Application for ECRO was transferred to a High Court Judge of the Commercial Court.	Judgment at p. 73 Order at 1/ p 89 (LCRO is at p. 92)
28 July 2017	Final Charging Order in Kingston-upon-Thames County Court arising from Mr Bellamy's application dated 11 Nov 2016 for Interim Charging Order (relating to Mr Bellamy's costs). Judge did not entertain Claimant's allegations of fraud.	p. 223 (details in ws)
31 July 2017	Order of Mr Justice Leggatt dismissing Claimant's application for permission to appeal against the Order of Master Kay QC of 7 July 2017 as "totally without merit". "None of the grounds of appeal discloses any rational basis for arguing that there was any error in the Master's decision" Claimant was refused the ability to make an oral application for permission to appeal.	p. 887
Undated	Claimant's Appellant's Notice against the Order of 31 July 2017 of Mr Justice Leggatt- attempting to appeal that order to the Court of Appeal. Claimant's application alleged (amongst other things) that there had been "mala fides" and dishonest acts.	p. 890

	Claimant's Appellant's Notice appeared to be in breach of the LCRO (which only permitted one application for permission to appeal against the order of Master Kay QC without permission from Master Kay QC). Claimant's skeleton argument also accused the parties' legal representatives of wrongdoing. HE complained about the case put forward relating to the law governing the contract between the Claimant and the CIArb, which he said should be UAE Law and not English Law. He attacked the CIArb/President of the CIArb's reliance on immunity (para. 23-27)(p. 916). Claimant sought the quashing of Master Kay's order	p. 912
17 Aug 2017	Letter from Civil Appeals Office to Claimant rejecting application for permission to appeal against the Order of Mr Justice Leggatt of 31 July 2017.	p. 231
17 Aug 2017	Appellant's Notice against the Final Charging Order of 28 July 2017. Claimant's application alleged (amongst other things) that Mr Bellamy had failed to come to court with "clean hands" and attacked the decision of Master Kay dated 7 July 2017 (NB the decision of 7 July 2017 had not in fact given rise to the cost order in respect of which the Final Charging Order of 28 July 2017 was made but it formed part of Claimant's argument in the Appellant's Notice). The Appellant's application also made numerous allegations of wrongdoing against Mr Bellamy's solicitors, Weightmans.	p. 223 (details in ws)
18 Aug 2017	Order of Mr Justice Males dismissing Claimant's Application for permission to appeal against the Final Charging Order of 28 July 2017. The application was certified as "totally without merit." Mr Justice Males described the application as "self-evidently hopeless This is a collateral attack on an order from which an appeal has already been certified by Leggatt J as totally without merit."	p. 924
6 Sept 2017	**Second Judicial Review** Claimant's application for judicial review of HM Courts and Tribunal Service as regards the Orders of Master Kay QC and Mr Justice Leggatt. The application made numerous allegations of dishonesty and fraud.	p. 926
6 Sep 2017	Claimant's application regarding judicial review of the Final Charging Order and the Order of 18 Aug 2017 of Mr Justice Males. Application made numerous allegations of wrongdoing against Weightmans.	p. 928

22 Sep 2017	Claimant's applications for judicial review dated 6 Sep 2017 were refused on grounds that the court did not have jurisdiction to deal with his application (according to his application letter dated 31 Oct 2017).	p. 934
31 Oct 2017	**Application by letter:** Claimant's letter to the Queen's Bench Division/Master Kay QC but bearing both the QBD and Commercial Court claim numbers raising a large number of issues ("the 31 Oct 2017 letter"), including: a) Judicial review of the orders of 31 July 2017 (Leggatt J) and 18 Aug 2017 (Males J); b) Permission to lay a voluntary bill of indictment; c) Application for joinder of new parties; d) Application for parties to be summoned and reply and provide copies of documents to Claimant; e) A confiscation order; f) To set aside orders on grounds that they were procured by fraud; g) Relief under the Equality Act 2010 relating to alleged fraud. **Voluntary Bill of Indictment Application:** Claimant's two applications for a "voluntary bill of indictment" seeking the criminal conviction of (i) the President of CIArb, (ii) members of the Board of CIArb, (iii) an employee of the CIArb (namely Mr Udoh) (iv) Mr Bellamy (v) Mr Naylor of RPC (vi) various of Mr Bellamy's solicitors from Weightmans (Mr Gaul, Ms Hillyard and Ms Sullivan) (vii) Mr Bellamy's counsel, Mr Liddell (vi) the Proposed Defendants' solicitor, Mr Wyles of RPC (vii) the Proposed Defendants' Counsel, Miss Evans (ix) Master Kay QC and (x) Sian Rees-Shepherd of the court service. The proposed charges ran to 34 counts against the above defendants. The lengthy skeleton argument included allegations that the CIArb had dishonestly misappropriated Claimant's bullion. Italso accused Master Kay QC of breaking the Bar Code of Conductand attempting to "make gain for himself or another, namely tomake gain for the CIArb, RPC, Weightmans LLP through unlawful shielding of their defendants' assets and incurrence of litigation fees or to cause loss to Sayed Sanghamneheri and his family, namely loss of gold bullion". He also accused court staff of dishonesty,	p. 934 p. 938

	Claimant's two applications for a voluntary bill of indictment were sent to (i) Queen's Bench Division and (ii) the Commercial Court. The application was then determined (by Master McCloud) in the Queen's Bench Division.	
13 Nov 2017	Default costs certificate in favour of Mr Bellamy for costs of £76,414.30 pursuant to the Order of Master Kay QC dated 7 July 2017	p. 192
15 Nov 2017	Order of Master McCloud (Queen's Bench Division) refusing Claimant permission to issue the "Voluntary Bill of Indictment", refusing permission to issue requests contained in letters sealed on 6 Nov 2017 and making consequential orders. Master McCloud depicted Claimant's behaviour as an "abuse of the court process and misuse of court resources". She stated that if the application for the voluntary indictment amounted to an application to Master Kay QC for permission to issue a voluntary bill of indictment, it was "plainly hopeless". Penal notice attached to the order. LCRO varied to specify that no application for permission under it could exceed 1 side of A4 in length (to deal with the large volume of documents submitted by Claimant to the court- on that occasion exceeding 700 pages). Papers referred to High Court Judge for consideration of an ECRO (unclear ~~o~~if Master McCloud was aware of the hearing scheduled for 30 Jan 2018~~7~~ in the Commercial Court to consider this issue).	p. 420 or p. 971 (see also ws at p. 231)
27 Nov 2017 (sealed 15 Dec 2017)	Claimant's application to set aside the default cost certificate in favour of Mr Bellamy. Application appeared to seek to present a further "voluntary bill of indictment" (notwithstanding the order of Master McCloud dated 15 Nov 2017).	
8 Dec 2017	Email from Claimant to RPC and Weightmans seeking disclosure	p. 114
21 Dec 2017	Claimant's application in the Commercial Court for standard disclosure (against Mr Bellamy, the CIArb and the President of CIArb).	
21 Dec 2017	Email of Jonathan Wyles of RPC to the court as regards the Claimant's specific disclosure application (which formed the basis of allegations of dishonesty by Claimant). The email pointed out that Claimant's application may be in breach of the LCRO, may be an attempt to get early material for the hearing	p. 110

	on 30 Jan 2018 and suggest that the application should not be dealt with on paper.	
2018		
10 Jan 2018	**Fraud determination:** Claimant's skeleton argument in support of an application for a "fraud determination" on 11 Jan 2018 in relation to his disclosure application dated 21 Dec 2017. The application largely focused on Mr Wyles of RPC. It alleged that he had made a false and fraudulent representation to the effect that Claimant's disclosure application was a breach of the ECRO.	p. 435 (details in ws)
17 Jan 2018	Email from SCCO to the parties that the hearing of Claimant's application notice of 15 Dec 2017 (to set aside Mr Bellamy's default costs certificate) had been adjourned pending determination whether it is in breach of the LCRO. The hearing had been scheduled for 25 Jan 2018.	p. 116
17 Jan 2018	Email from Claimant to Weightmans and RPC alleging that the hearings on 25 Jan 218 and 30 Jan 2018 had been "fixed to conduct proceedings for an offence/s including under the Fraud Act 2006". Claimant asserted that "both proceedings relate to my gold bullion/my property and to fraudulent acts."	p. 111
19 Jan 2018	Email from Claimant seeking to add allegations of contempt of court to his application to set aside the default costs certificate.	p. 116
22 Jan 2018	Email from Daniel Hull, Commercial Court, about what applications were due to be heard on 30 Jan 2018	p. 201
24 Jan 2018	Witness statement of Mr Wyles of RPC in relation to need for ECRO and the other applications then at issue.	p. 94
24 Jan 2018	Witness statement of Mr Bellamy in relation to need for ECRO and the other applications then at issue.	p. 211
30 Jan 2018	Hearing before Moulder J. Moulder J imposed ECRO on Claimant (which lasted for 2 years). Order contains helpful list of all of the proceedings held to be totally without merit by that stage. Skeleton argument of Mr Bellamy and his lawyers is at p. 1153	p. 119 or p. 421
20 Feb 2018	Email from Claimant's solicitors to Weightmans about sale of his property (lender- Cooperative Bank)	p. 207
22 March 2018	Witness statement of Ms Sullivan of Weightmans opposing Claimant's application to set aside default costs certificate dated 13 Nov 2017	p. 193

24 May 2018	Hearing before Males J to deal with other loose ends (namely (i) the Second Joinder Application (ii) the Criminal Convictions Application (iii) any appeal against Master McCloud's refusal to allow the Voluntary Bill of Indictment (iv) any other appeal against Master McCloud's refusal to allow relief pursuant to the letter dated 31 Oct 2017 and (v) the "fraud determination"). Claimant's applications refused. a) Claimant acknowledged that he could no longer run a case based on bailment but tried to advance claim under Tort (Interference with Goods) Act 1977. Males J found that this was "obviously wrong", "manifestly hopeless", had already been determined, and that (if new) it was too late to run the claim in new ways (paras 9-14). b) Males J found that Claimant had accused Mr Bellamy, CIArb and their solicitors of "fraudulent and dishonest behaviour" in allegations that were "increasingly bizarre" (paras 15-21). CIArb and related parties' skeleton argument for the hearing is at p. 429 The Claimant's skeleton argument is at p. 1087	Order is at p. 258 or p. 314 Judgment is at p. 449
22 Nov 2018	Final charging order in favour of Mr Bellamy	p.318
11 Dec 2018	Order by Flaux LJ dismissing Claimant's application to appeal against the order of Males J dated 24 May 2018 The allegation that the court had acted illegally was "scandalous and without foundation". Application dismissed as "totally without merit". Flaux LJ stated that as the Claimant continued to make applications to the High Court and Commercial Court which were totally without merit, he intended to make a further CRO against him Further LCRO made, for a period of 2 years	p. 1006 LCRO at p. 1007
2019		
1 July 2019	Deputy Master Leslie ordered the Claimant to pay £5,000 in costs	p. 320
2020		
Jan 2020	Expiry of the ECRO imposed by Moulder J (although LCRO imposed by Flaux LJ still subsisted)	

10 June 2020	Claimant wrote to CIArb complaining again about the conduct of the arbitration and claiming losses of £33.3 quadrillion worth of gold, plus an entitlement to rent calculated at £74,592,149,467,881,800,000,000 upon the value of the gold (among other losses)	p. 1010
30 June 2020	RPC's reply to Claimant pointing out that he was repeating allegations he had already made	p. 1013
2021		
16 March 2021	Claimant's email to Weightmans and RPC contending he had a new claim to bring against the defendants. He asserted that a) The judgment of Master Kay found (impliedly) that there had been more than 28 days between the service of the arbitration notice and the appointment of the arbitrator. This was a breach of s. 16 the Arbitration Act. b) English law did not apply to the CIArb Defendants pursuant to a Supreme Court judgment in *Enka Insaat Ve Sanayi AS v Chubb* (judgment October 2020). He complained that the defendants were liable in damages and/or had conspired with one another. c) He was therefore entitled to remedies under s. 25 of the Arbitration Act.	p. 287
13 April 2021	**2021 Part 8 Claim:** Claimant's Part 8 Claim against CIArb, President of CIArb, Khan, Williams, Udoh, Bellamy, complaining about matters relating to the 2015 arbitration In particular the Claimant complained that a) The arbitration had not been properly conducted b) The law of the arbitration was UAE Law and other rules/procedures could not be followed c) The Defendants acted in bad faith by substituting the date on which the arbitration application was received and this rendered the arbitration void Claimant had suffered "big losses, legal expenses and injurious anxiety". He claimed specific performance of 12039149111290600.000 g of gold (or £33.3 quadrillion) Witness statement in support is at p. 3	p. 1 or p. 1014
14 April 2021	Claimant's certificates of service, Part 8 claim on CIArb Defendants and Mr Bellamy	p. 262-266

	Claimant purported to effect service by email (in Weightmans' case, using the wrong email address)	
26 April 2021	Mr Bellamy's acknowledgment of service in Part 8 Claim noting that Mr Bellamy intended to dispute the court's jurisdiction Mr Bellamy's application for a) a declaration that the court has no jurisdiction over the Part 8 Claim as service had not properly taken place b) an order that that the Part 7 procedure should be used c) an order that the Part 8 claim be stayed pending payment of £199,339,38 in unpaid costs (arising from prior strands of the claim) Witness statement of Ms Sullivan of Weightmans in support and explaining that: a) Claimant had used wrong email address (paras. 7-9) b) As far as Weightmans could tell, the claim appeared to revisit the matters that had already been litigated and that use of the Part 7 procedure was inappropriate (paras 17-20) c) The Claimant owed Mr Bellamy £199,330.38 in costs plus interest, which were unpaid (para. 21). These arise as follows: • £122,662.88 in final charging orders against the Claimant's property (in respect of which the Co-operative Bank has an order for sale) • £53,000 plus interest pursuant to the order of Males J dated 24 May 2018 • £18,667.50 pursuant to the order of Master Nangalingham dated 28 March 2019 • £5,000 pursuant to order of Deputy Master Leslie	p. 267 p. 269 p. 274
27 April 2021	Application by CIArb Defendants objecting to use of the Part 8 Procedure because the claim is an abuse of process and if it were not, it would involve a dispute of fact and evidence	p. 384
10 May 2021	ECRO made against Claimant in proceedings brought against him by Mr and Mrs Mason (unconnected with the present proceedings). Order refers to 7 orders by a variety of judges	p. 1016

	stating that the Claimant's applications were totally without merit.	
19 May 2021	**2021 Part 7 Claim:** Claimant's Part 7 Claim against CIArb, President of CIArb, Messrs Khan, Williams, Udoh and Bellamy The Part 7 Claim form had a general endorsement. No Particulars of Claim were produced. Claimant sought the sum of £33.3 quadrillion. Claim complained that: a) the law of the arbitration was UAE law and b) the Defendants acted in bad faith by dishonestly substituting the date of service in 2015.	p. 385 or p. 1020
20 May 2021	Certificates of service in 2021 Part 7 Claim	p. 453- 60
24 May 2021	Witness statement of Jonathan Wyles of RPC opposing the 2021 Part 8 Claim on the following core grounds: a) Claim repeats matters already litigated b) Claim is an abuse of process c) New action would (if not struck out) involve disputes of fact and evidence between the parties	p. 389
9 June 2021	Email from Claimant to RPC and Weightmans raising issues with the date when the written notice of arbitration was received and contending that as Mr Bellamy had been appointed on 26 May 2015 this was more than 28 days after receipt of the notice and the arbitration was therefore void	p. 603
11 June 2021	Mr Bellamy's acknowledgment of service in 2021 Part 7 Claim	p. 461
15 June 2021	Email from Claimant contending that the Defendant's approach to his Part 8 claim was "lame" and "wrong". Claimant argued that the issues were not res judicata because the Master had not considered the procedure for appointing arbitrators	p. 600
18 June 2021	CIArb Defendants' acknowledgment of service in the 2021 Part 7 Claim	p. 462
21 June 2021	Claimant's Reply to Defence in Part 7 Claim. Document complained about the arbitration procedure, accused the Defendants of acting in bad faith and alleges that the arguments are not res judicata because Master Kaye did not consider whether the proper procedure for appointing arbitrators was complied with.	p. 463

	Claimant argued that service of the Part 8 Claim was valid as the Commercial Court "works electronically" and has a CE Filing system.	
22 June 2021	Mr Bellamy's application for: a) a declaration that the court has no jurisdiction to try the Part 7 claim as service had not properly been effected, b) an order that the claim form be set aside and in the alternative c) an order that the claim be stayed pending payment of £199,330.38 in costs Witness statement of Ms Sullivan in support: a) Paras 7-15 deal with correct service (on the wrong email address) b) Paras 16-20 deal with the previous litigation and matters apparently raised in the current Part 7 Claim c) Paras. 21-24 deal with the costs orders (as per the April 2021 witness statement)	p. 470 p. 475
24 June 2021	Claimant's Defence to Mr Bellamy's application dated 22 June 2021. He argued that the Part 8 proceedings had been properly served, sought to defend the allegations in the Part 8 claim and denied that any matters were res judicata. He alleged that disclosure showed that there had been "false substitution of dates"	p. 559
27 June 2021	Claimant's application for default judgment/for trial on Part 8 claim. Claimant repeated arguments about service/substitution of dates. Claimant sought an order declaring the arbitration to be void ab initio and requiring the Defendants to deliver vast quantities of fine gold bullion to him in Dubai within 14 days	p. 565 p. 568
1 July 2021	CIArb Defendants sought an order requiring the Claimant to serve properly pleaded Particulars of Claim in Part 7 Claim	p. 580
6 July 2021	Claimant's reply relating to Part 7 Claim. Claimant alleged that the Defendants had a) Substituted dates for the arbitration being commenced and failed to comply with s. 16 (3) of the Arbitration Act 1996	p. 619

	b) Conspired against the Claimant and acted in breach of the Consumer Rights Act 2015 as well as the ArbitrationAct 1996 The Claimant also argued that the Claims were valid and that the matters were not res judicata because of the alleged substitution of dates made in bad faith. Claimant sought an order declaring the arbitration to be void ab initio and requiring the Defendants to deliver vast quantities of fine gold bullion to him in Dubai within 14 days	p. 623
7 July 2021	Weightmans' letter explaining that although the Claimant had not served the Part 8 and Part 7 Claims properly, Mr Bellamy no longer intended to contest service. The letter invited the Claimant to agree that the Part 8 claim be transferred to the Part 7 procedure and the matters stayed pending the payment of £199,330.38 in costs.	p. 626
7 July 2021	Mr Bellamy's acknowledgment of service in the Part 8 Claim, instead objecting to the use of Part 8 Procedure and pointing out that the claim was an abuse of process	p. 631
7 July 2021	Mr Bellamy's acknowledgment of service in the Part 7 Claim	p. 632
7 July 2021	Claimant's letter to Weightmans accusing Mr Gaul and/or Mr Bellamy of acting in bad faith and concealing documents, namely the date when his application for an arbitration was received in April 2015. Letter claimed that Mr Gaul and Mr Bellamy were liable to him for at least £33.3 quadrillion.	p. 646
7 July 2021	Claimant's letter to RPC and Weightmans seeking their consent that his allegations should be dealt with on paper, including an order that the Defendants pay him £33.3 quadrillion.	p. 648
12 July 2021	Claimant's reply in relation to Part 8 Claim disputing that the Part 8 claim was an abuse of process and asking for a summary trial on an expedited basis. Claimant repeated his arguments over alleged substitution of dates/failure to comply with proper process for appointment of arbitrator Claimant sought an order declaring the arbitration to be void ab initio and requiring the Defendants to deliver vast quantities of fine gold bullion to him in Dubai within 14 days	p. 635 p. 640
19 July 2021	Mr Bellamy's application seeking an order requiring theClaimant to file and serve properly particularised Particulars of Claim in the Part 7 Claim	p. 650

27 July 2021	Document purporting to be Particulars of Claim in Part 7 Claim. Main allegations as follows: a) Claim "primarily about the all [sic] and each of the Defendant's liabilities under the Main Contract to Arbitrate" (para. 4). Claim for specific performance of 12039149111290600.000gms of 99.9999% fine gold b) Claimant contended that the issues raised in the claim had "not been determined in another place" (para. 5) c) Claimant complained that the Defendants had falsely substituted the date on which the notice of arbitration had been received and failed to appoint an arbitrator quickly enough (paras. 9-12). The appointment of the arbitrator thereafter was unlawful, unfair and dishonest (para. 13). The arbitration thereafter proceeded on a dishonest basis (para. 14) d) The first hearing was fixed late and this conduct was dishonest (para. 15) e) Mr Bellamy "admitted" that the law of the exchange contract and arbitration agreement was UAE law and he was therefore "estopped" from changing the arbitration procedure (para. 16) f) Mr Bellamy's notice of the first hearing was in breach of UAE law (para. 17) g) Mr Bellamy resigned without lawful reason (para. 18) h) The CIArb/Mr Udoh made dishonest false statements in November 2018 (para. 18) i) In June 2016 Mr Gaul of Weightmans dishonestly contended he had made proper standard disclosure. On 15 February 2018 the Defendant discovered that he had not (para. 21) j) In April 2017 Mr Gaul of Weightmans made an untrue witness statement and deliberately concealed evidence (para. 24) k) In December 2017 RPC and Weightmans declined to provide further disclosure (para. 26) but in February 2018 Weightmans made further disclosure (para. 39)	p. 1043
27 July 2021	Further witness statement of Claimant. Claimant alleged (among other things) that:	p. 667

	a) The Defendants had falsely substituted the date of service/receipt of the arbitration notice (para 9) b) The Defendants had failed to appoint an arbitrator on time (para 12) c) Mr Bellamy's appointment was unlawful (para 13) d) The first hearing was not fixed quickly enough rendering the Defendants in breach of contract (para. 15) e) Mr Bellamy could not change the procedural law (para 16) f) The substantive hearing was not fixed quickly enough (para. 17) g) Mr Udoh made false statements to the Claimant in November 2015 (para. 19) h) Mr Bellamy/his solicitors made false statements about disclosure in 2016 and 2017 (para. 21) i) Master Kay QC reached his decision without the benefit of full evidence (para. 24) j) In December 2017 the parties' solicitors did not make further disclosure (para. 26) k) In February 2018 Weightmans disclosed previously concealed documents in the arbitration proceedings (para. 30)	
27 July 2021	Claimant's application to join Weightmans and Mr Gaul as Defendants to the 2021 Part 7 Claim. Claimant alleged that Mr Gaul had made false statements about disclosure on 24 June 2016 and/or made false statements in his witness statement dated 4 April 2017.	p. 686
5 Aug 2021	CIArb Defendants' application to strike out/for reverse summary judgment on both the Part 8 and Part 7 Claims and for ECRO Witness statement of Jonathan Wyles of RPC : a) Summarising the 10 previous lines of attack mounted by the Claimant on the arbitration proceedings (para 9) b) Explaining the similarities between the Part 8 proceedings and issues already raised/determined in the First Joinder Application (paras. 16-20)	p. 704

	c) Explaining the repetitious nature of the Part 7 claim (para. 22) d) Referring to the nonsensical size of the claims made (para. 26). e) Setting out the CIArb Defendants' arguments that the allegations against them are fanciful and weak (paras. 28-30) f) Explaining why a further ECRO is sought (paras. 34-36)	
24 Aug 2021	Mr Bellamy's application to strike out/for reverse summary judgment on both the Part 8 and Part 7 Claims and for ECRO. Application adopts evidence of Mr Wyles of RPC. Mr Bellamy argued that the 2021 claims were a repetition of the Bellamy Claim and/or were nonsensical. Paras 18- 30 summarises the content of the 2021 Claims and compares them with the Bellamy Claim	p. 1052
19 Nov 2021	Cockerill J dismissed claim by Claimant against Cooperative Bank as totally without merit	p. 1179
26 Nov 2021	Order of Andrew Baker J in claim by Claimant against the Masons, imposing General Civil Restraint Order Order described the present Part 8/Part 7 claim as appearing on its face to be "vexatious and fanciful" Order to remain in force until 26 November 2023	p. 1179
2022		
4 Mar 2022	Further witness statement of Ms Sullivan of Weightmans as regards the Claimant's application dated 27 July 2021 to add Weightmans and Patrick Gaul to the Part 7 claim. Statement explained why the allegations against them are unmeritorious (para. 15-22)	p. 1185