



Neutral Citation Number: [2025] EWHC 395 (Comm)

Case No: CL-2019-000127 and 11 Others

**IN THE HIGH COURT OF JUSTICE**  
**THE BUSINESS AND PROPERTY COURTS OF ENGLAND & WALES**  
**KING'S BENCH DIVISION**  
**COMMERCIAL COURT**

Royal Courts of Justice  
Strand, London, WC2A 2LL

Date: 24/02/25

**Before:**

**THE HON MR JUSTICE ROBIN KNOWLES CBE**

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**Between:**

**THE REPUBLIC OF MOZAMBIQUE**  
**(acting through its Attorney General)**

**Claimant**

**- and -**

**CREDIT SUISSE INTERNATIONAL and Others**

**Defendants**

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**Richard Blakeley KC and Edward Gilmore (instructed by Peters & Peters Solicitors LLP)**  
**for the Republic of Mozambique**

**Frederick Wilmot-Smith (instructed by Signature Litigation LLP) for the Prinvest**  
**Companies (the Sixth to Tenth Defendants in CL-2019-000127)**

**Duncan Bagshaw (Howard Kennedy LLP) for Ms Lucas (the Ninth Third Party)**

Hearing dates: 3 October 2024  
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**JUDGMENT 14: Part 20 Claim Costs (Ms Lucas; Ninth Third Party)**

**Robin Knowles J, CBE:**

1. On 29 July 2024 the Court gave Judgment on the trial of these proceedings. A number of consequential matters have followed, and have been addressed at additional hearings.
2. The present short judgment concerns an individual area of costs, namely those of the additional claim (a CPR Part 20 claim) brought by the Prinvest Companies, as Defendants to the claim by Mozambique, against Ms Lucas.
3. Ms Lucas was the former Director of Treasury of the Republic of Mozambique. She was first made a party by Credit Suisse. Mr Safa joined the Prinvest Companies in their claim against her. Although Mozambique itself made allegations against Ms Lucas in the proceedings, Mozambique did not bring a claim against her.
4. In the course of the trial and in light of developments (in particular settlements involving Credit Suisse) Mozambique confirmed that it would not pursue a case against the Prinvest Companies that depended on a finding that Ms Lucas was bribed. Ms Lucas was then successful in an application against the Prinvest Companies (and Mr Safa) to have the additional claim against her struck out (see Judgment 11).
5. Ms Lucas seeks an order for costs against the Prinvest Companies (and an order for a payment on account of those costs pending their detailed assessment). The Prinvest Companies seek an order against Mozambique that Mozambique pay the costs the Prinvest Companies have themselves incurred in their additional claim against Ms Lucas and also pay (to Ms Lucas or by indemnifying the Prinvest Companies) the costs that Ms Lucas has incurred in defending that additional claim.
6. Ms Lucas, by Mr Duncan Bagshaw as her advocate, limits the costs that she seeks from the Prinvest Companies to 50% of her costs in these proceedings from the date of service of the Prinvest Companies' additional claim against her. This is proposed as a "logical, principled and efficient" approach to "the risk that some of her costs might be said to fall outside the costs of defending Prinvest's claims against her".
7. In the context of the complexity of what were multi-party proceedings, I understand the approach proposed, and (although there are other approaches) adopt it as a just approach in the particular circumstances of these particular proceedings. It is sensible and appropriate in preference to a more detailed (and ultimately still imperfect but more costly) approach. The proposed reduction to 50% does not apply to the costs of the application to strike out or to the costs of and incidental to this hearing concerning costs.
8. For the Prinvest Companies, Mr Frederick Wilmot-Smith argued that the matter should be considered on what he described as a three party basis, rather than what he described as two two-party issues. In oral argument he framed the question in this way:

“... who, among the three of us, should bear the costs? Ms Lucas and my clients agree that it should not be Ms Lucas. The question is whether it should be my clients [the Prinvest Companies] or the Republic?”

9. He elaborated that question in these ways in two passages:

“The question then is: what's the proper rule for a three-party case like this, where, if I can put it in schematic terms: the claimant made allegations against the defendant, the defendant denied the allegations but issued a contribution notice that was contingent upon the claimant's success against a third party, and the claimant then abandoned the allegations before trial, so they were never heard?”

“The question in all cases is whether it's reasonable for the party facing that case to issue a Part 20 claim on the back of the case advanced. If it is, if there's discontinuance of the case, the costs are for the one advancing it. Now, those are our facts. They entail that the Republic is the one responsible, not my clients.”

10. In the present case, in first of these passages the reference to “the claimant’s success” is to success by Mozambique in allegations against Ms Lucas, and not to success in a claim against her, because (as noted above) Mozambique did not bring a claim against her. In the second of the passages the reference to “the case advanced” is similarly to the allegations advanced by Mozambique and not to a claim advanced by it against Ms Lucas. It is also to note that Mozambique has not “discontinued” in the formal procedural sense of the word, which speaks to claims rather than allegation (see in particular CPR Part 38).

11. I have a discretion to exercise: see Senior Courts Act 1981, section 51(1). Mr Wilmot-Smith argued that “in principle” in the context of Part 20 claims “the party responsible for introducing the underlying allegation, where the allegation has failed, should pay the costs of its introduction”. Respectfully, this formulation only takes one so far, for we are concerned with the introduction of a Part 20 claim by the Prinvest Companies, and its costs, and not simply with the introduction of the underlying allegation by Mozambique and the costs of that.

12. Mr Wilmot-Smith cited authority in which an appellate court had said that third party costs will “normally” be borne by a claimant who is discontinuing (see Young v JR Smart (Builders) Ltd (Claim for Fees) 7 February 2000, unreported, CA). His submission treated this as a statement of principle, but in my view it is more accurate to see it simply as a statement of the starting point that will normally be taken, and the outcome that will often be seen. In his careful and impressive argument, Mr Wilmot-Smith properly accepts that the question in each case is “whether in all the circumstances it is just to make the order sought”.

13. Mr Wilmot-Smith also drew attention to appellate authority where the issue of a Part 20 claim against a third party by a claimant who was defendant to a counterclaim was described as a “reasonable and proper course to take” which “followed entirely from the counterclaim”, entitling that claimant (defendant on the counterclaim) “*prima facie*” to costs against the defendant (claimant on the counterclaim) that included the liability of the claimant (defendant on the

counterclaim) to the third party for the third party's costs (Birchell v Bullard [2005] EWCA Civ 358).

14. The authorities cited had their different facts, and their language allows for different outcomes in a particular case. In my view the present case requires reflection upon more than the basic factual elements used by Mr Wilmot-Smith in his elaboration of the question he framed. That is not a criticism of his elaboration. Importantly it retained reference to the need to consider reasonableness, although that (as shown below) can depend on the vantage point.
15. I appreciate that as between parties, costs would normally follow the event unless the court ordered otherwise, and a claimant who discontinued would be liable for the costs which a defendant against whom the claimant discontinued incurred: see CPR 44.2(1)(a) and (2); CPR 38.6. Mozambique and Ms Lucas were parties to these proceedings, but in one sense they were not in that relationship to each other as neither advanced a claim against the other.
16. In these proceedings Mozambique made allegations against but did not bring a claim against a number of people, Ms Lucas among them. Ms Lucas' participation beyond that which was caused by the claim by Credit Suisse against her was because the Prinvest Companies chose to bring and maintain an additional claim against her.
17. The position of the Prinvest Companies was that they did not endorse the allegations by Mozambique against Ms Lucas. They chose not to leave those allegations to be resolved simply as issues between the Prinvest Companies and Mozambique. Their reason for bringing the additional claim was so that it was there in the event that the allegations against Ms Lucas succeeded.
18. In these proceedings, on that outcome, the success would be that of persons found to have bribed (the Prinvest Companies) against the person bribed (Ms Lucas), and when both had denied that conduct to the Court. In the event, the allegations against Ms Lucas were not made out. Mozambique brought no claim against her. The claim against her was brought by the Prinvest Companies but that has not succeeded.
19. Ms Lucas was caused to incur costs. From the point of view of the Prinvest Companies it may have been reasonable to issue the additional claim. But this is from the self-interested vantage point of their defence strategy. I am not persuaded that it was reasonable for the Prinvest Companies to use an additional claim without that involving at least the risk that they might have to meet costs whatever the outcome. I am persuaded that in the present proceedings it would be unjust if the consequences of their choice were to cause Mozambique to pay costs where Mozambique had refrained from bringing a claim against her.
20. Nor do I consider it just to order Mozambique to meet costs that the Prinvest Companies incurred themselves in bringing the additional claim against Ms Lucas. Again, the Prinvest Companies did not endorse the allegations that the additional claim made. The costs they incurred in opposing the allegations by Mozambique are within the costs I have dealt with separately when dealing with the costs of the

proceedings between Mozambique and the Prinvest Companies: see Ruling on 18 September 2024.

21. I do not overlook the additional argument made by Mr Wilmot-Smith that it “was also reasonable to ensure that Ms Lucas was there so that her testimony could be heard”, but in the present proceedings that argument does not in my view justify different costs consequences from those I have described in relation to the additional claim.
22. I have stood back to consider the context and circumstances in which, in these complex multi-party proceedings, allegations about Ms Lucas or a claim against Ms Lucas were made and were pursued, and by whom, and for what period, and with what consequences. I am quite clear that the just result in these proceedings is that the relevant costs involved with the additional claim should be met by the Prinvest Companies. I propose to exercise my discretion in that way.
23. The Prinvest Companies do not oppose the conclusion that they should pay Ms Lucas’ costs of her successful application to strike out the additional claim.
24. My conclusions are:
  - (a) The Prinvest Companies should pay Ms Lucas’ costs of the additional claim they brought against her (to be calculated, as above, as 50% of Ms Lucas’ costs in these proceedings from the date of service of that additional claim against her).
  - (b) The Prinvest Companies should pay Ms Lucas’ costs of the application to strike out.
  - (c) No order should be made against Mozambique and in favour of the Prinvest Companies in relation to the liability at (a) or (b) or for costs incurred by the Prinvest Companies.

The costs at (a) and (b) should be subject to detailed assessment, on the standard basis.
25. The Prinvest Companies should also pay the costs of Ms Lucas and of Mozambique of and incidental to this present hearing. These too will form part of the detailed assessment ahead.
26. Interest on costs will be ordered at the rate sought by Ms Lucas, from the date that she paid those costs to her legal team.
27. As for a payment on account by the Prinvest Companies to Ms Lucas of her costs pending detailed assessment, in principle this would follow. No appeal is brought by the Prinvest Companies against the striking out of their claim against her. In the course of Judgment 13 (dealing with permission to appeal by the Prinvest Companies in relation to the judgment on the trial) I noted evidence of the Prinvest Companies that they cannot pay the very substantial sums that Judgment 12 (the judgment on the trial) found them liable to pay. As I said there, they

provided information about their financial position and business position but did not say what they can pay and they did not show in their evidence what became of a material part of substantial sums from the SPVs/SOEs under the Supply Contracts.

28. On balance, I have concluded further that a payment on account of costs (taken as a whole) should be made by the Privinvest Companies to Ms Lucas. On the evidence that I have an appropriate sum is £450,000 and this should be paid by the end of March 2025.
29. There will be a liberty to apply to the Court.
30. I will be grateful if the parties would kindly draft an Order to reflect this decision on the points that were in issue, together with points that were not in issue. I will be pleased to review the draft.