



Royal Courts of Justice
Strand
London, WC2A 2LL

Monday, 18 March 2019

Before:

MR JUSTICE HOLMAN

(In Public)

B E T W E E N :

SARAH ANNABEL ROGAN

Applicant

- and -

RICHARD GRANT ROGAN

Respondent

MR J. EWINS QC (instructed by Hughes Fowler Carruthers) appeared on behalf of the applicant.

THE RESPONDENT appeared as a litigant in person.

J U D G M E N T

(A s a p p r o v e d b y t h e j u d g e)

MR JUSTICE HOLMAN:

- 1 This is the restored hearing of the judgment summons that was issued by Sarah Annabel Rogan for the committal of her former husband, Richard Grant Rogan, to prison for significant arrears of maintenance.
- 2 The case was last before me on 21 September 2018. I gave a detailed *ex tempore* judgment on that occasion which has been transcribed and made available to both parties and also made publicly available on the BAILLI website as *Rogan v Rogan* [2018] EWHC 2512 (Fam). I incorporate that judgment into this judgment by reference, and this judgment should be regarded as simply an extension of it. Accordingly, I will not repeat anything at all which I said in that judgment.
- 3 At that hearing on 21 September 2018, an agreement was reached between the parties which was then recorded at paragraph 2 of the order of 21 September 2018. In summary, Mr Rogan agreed that he would actually pay, or cause to be paid, the regular monthly maintenance at the rate of £8,000 per month on the first of every month, and that he would pay, or cause to be paid, to the former wife by 31 January 2019 the total amount in arrears at that date, namely £140,933 inclusive of the costs of those committal proceedings.
- 4 Mr Rogan has complied in part with his obligations under the current and subsisting orders, and pursuant to that agreement he has paid £8,000 per month by way of periodical payments to the former wife up to and including the last payment that was due on 1 March 2019. He has also paid, or caused to be paid, the regular child periodical payments in the aggregate amount of £2,092 per month up to and including the last payment that was due on 1 March 2019. I regret to say that he is in partial arrears in relation to school fees. He has either paid

the school fees in relation to the parties' elder child, a son, or reached an arrangement for payment by instalments to the satisfaction of the school. However, he failed to pay the school fees in relation to the younger child, a daughter, for the current Easter term 2019. The result is that the mother was informed by the school that if those fees were not paid by the end of the recent half-term the child would not be allowed back to the school. The mother therefore herself paid, out of her own funds, the sum of £6,811.82, being the child's school fees for this current term. Those fees are supposed, under the subsisting order, to be paid by the respondent and accordingly he owes her that amount. He has, in fact, given her four post-dated cheques for 1 May, 1 June, 1 July and 1 August, each in the sum of £1,703, the aggregate of which is that arrears of £6,811.82. That, of course, is all very well if those cheques are honoured, as I sincerely hope they will be.

- 5 However, the husband has not paid, or caused to be paid, at all the outstanding arrears and costs in the total sum of £140,933 which he agreed on 21 September he would pay not later than 31 January 2019. Further, there is the spectre looming of next term's school fees in relation to both children.
- 6 Against that background, and as I have already clearly found the respondent former husband to be clearly in contempt of court, Mr James Ewins QC, on behalf of the former wife, has asked me today now to commit the respondent to prison for contempt of court. The maximum period for which he can be committed under the Debtors Act is six weeks, of which one half would automatically be remitted by statute.
- 7 Over the lunch break today a further agreement was reached between the parties that Mr Rogan would make further payments by specified dates. Mr Ewins submitted that I should today make an order for committal to prison suspended on terms that Mr Rogan does make those payments and does comply with certain agreed obligations as to disclosure. It was put

to me that Mr Rogan himself was agreeing to a suspended order for committal on those terms. It is, of course, a matter ultimately for my own judgment and discretion, and I, myself, am not willing to make a suspended order for committal today. The thrust of the evidence of the former husband today is that there has been a significant change since last September in that he, through his company, has now entered into a binding contract with another party pursuant to which he will be paid £25,000 a month starting on 23 March 2019 for at least a year, namely a total of £300,000. He says that he has made calculations such that, within that sum, he will be able to pay current maintenance and current school fees. He says, further, that he is in an advanced stage of negotiation for another contract which enables him to commit, as he has done, to paying the full capital amount outstanding by 31 October 2019.

- 8 I pointed out to Mr Rogan that at the hearing on 21 September 2018 he had made similar commitments and no doubt expressed a sense of confidence and assurance that they would be honoured. He says to me today, however, that there is a critical difference between then and now. In September he was hoping to sign a contract. It has taken some time to bring it to fruition, but now he does have the benefit of a signed contract.
- 9 I should mention also that the reason why Mr Rogan is still having to pay substantial maintenance to the former wife is because he is in arrears in paying the second instalment of the original lump sum of about £5 million, to which I referred in paragraph 5 of my judgment of 21 September 2018. In September 2018, Mr Rogan did issue an application for a variation downwards of the level of periodical payments and also for a variation of the second instalment of the lump sum, both as to quantum and as to the time in which he is required to pay it.

- 10 Insofar as his application is an application to vary the periodical payments, any later variation can only take effect at the earliest from the date of the application, so it does not, in fact, impact directly on the sum of £140,933, which relates to arrears of maintenance prior to the date of this application to vary downwards. Nevertheless, there is a clear interrelation here between these figures of debts owing by the former husband to the former wife and any application which he makes to vary, if that application is successful.
- 11 In those circumstances, it does not seem to me right that I should today take the next step of making a suspended order for committal. For that reason, I do not today make a suspended order for committal. Instead, I further adjourn the committal application to a date that will be fixed towards the end of 2019, to see whether or not Mr Rogan does fulfil all that he now agrees to pay and do between now and 31 October 2019.
- 12 In summary, he says that he will continue to make prompt payments of spousal periodical payments at the rate of £8,000 per month on the first of each month. He will continue to make prompt payments of child maintenance at the rate of £2,134 per month on the first of each month. He will promptly pay the school fees of the children when they fall due. He will ensure that those post-dated cheques to which I have referred are honoured and paid. He will finally pay to the wife, not later than 31 October 2019, the sum of £140,933. He will pay, by 18 May 2019, the costs of today assessed at £12,810, and he will serve upon the former wife certain specified documents pertaining to the current and any future contract.
- 13 Upon those terms, which have been freely agreed by Mr Rogan and will be more fully set out in the formal order, I am willing to further adjourn this committal application without, at this stage, making a suspended order for committal.

14 I do wish to emphasise in very clear and plain language to Mr Rogan the gravity of the present situation. I have already found him to be in contempt of court. I have already explained in my judgment of September 2018 that it was, frankly, wrong of him, and a grave error, to prioritise other payments, such as the two wedding ceremonies and very expensive outgoings on the expensive house he continues to occupy in the country, over his maintenance obligations towards his former wife and children. There will have to come a time when the court, and I myself, will not be able to extend any further mercy or indulgence, and Mr Rogan needs to leave here today clearly understanding that the door of the prison is ajar.

CERTIFICATE

Opus 2 International Limited hereby certifies that the above is an accurate and complete record of the Judgment or part thereof.

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