EASTERN CARIBBEAN SUPREME COURT
BRITISH VIRGIN ISLANDS

IN THE HIGH COURT OF JUSTICE
COMMERCIAL DIVISION

CLAIM NO. BVIHCM 2014/0062

BETWEEN:

JSC VTB Bank

Claimant

And

1.Mr Alexander Katunin

2. Mr Sergiy Taruta

Defendants

CLAIM NO. BVIHCM2016/159

BETWEEN:

JSC VTB Bank

Claimant

And

Mr Alexander Katunin

Defendant

Appearances:

Ms Claire Goldstein and with her Mr Mark Rowlands of Harneys for the Claimant

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2018: September 19
October 11

JUDGMENT

[1] ADDERLEY, J. (Ag.): I have two applications before me for leave to effect service by alternative means. It is the second step in what may be considered a typical application in aid of enforcement of foreign judgments, in this case two Russian Judgments in the sum of U$60 million dollars plus additional sums.

[2] In summary, on 28 February 2014, a Russian court found Mr Katunin and Mr Taruta jointly liable as guarantors in 2011 under a loan and ordered them to pay VTB Bank JSC (VTB) jointly the sum of US$30 million plus interest ("the first judgment").

[3] On 18 August 2014 the Russian court found Mr Katunin liable as guarantor under a guarantee given in 2010 and ordered him to pay VTB US$30 million plus smaller sums .

[4] Both Mr Katunin and Mr Taruta appealed against the judgments in Russia but the appeals were dismissed.

[5] VTB has cogent information that there are assets in the British Virgin Islands (BVI) beneficially owned by one or more of the defendants. Consequently it has brought proceedings in the BVI in an effort to enforce the debts due under the Russian judgments.

[6] Under BVI statute (the Reciprocal Enforcements of Judgments Act 1922) foreign judgments can be recognized by a simple process of registration. However, this applies to a limited number of scheduled countries under the Act (the United Kingdom and a few other scheduled Caribbean jurisdictions). In the case of nonscheduled jurisdictions recognition of foreign judgments must be effected by way of the common law. Russia is one of the countries that must employ that method.

[7] The common law procedure requires that the claimant commence a fresh action by issuing a claim form in the BVI based on the strength of the foreign judgments. After their issuance, the claim forms must be served on the foreign defendants in accordance with

the procedure set out under the Eastern Caribbean Supreme Court Civil Procedure Rules 2000 as amended ("CPR"). After service the claimant can proceed on the claim forms to obtain summary judgment. Service is necessary to give the other party an opportunity to be heard.

[8] The Claim Form seeking a BVI judgment on the first judgment was issued in action BVIHC (COM) 62 of 2014 JSC VTB Bank v (1) Katunin, and (2) Taruta ("the 2014 Claim"). A worldwide freezing Order (WWFO) was also granted on 26 May 2014 in relation thereto.

[9] Permission was granted by the court to serve the 2014 Claim outside the jurisdiction on Messrs Katunin and Taruta in Russia.

[10] Out of an abundance of caution while an appeal in respect of extending the life of the 2014 Claim was pending, the claimant served a new claim identical to the 2014 Claim as claim BVIHC (COM) 159 of 2016 ("the 2016 Claim") and applied for a new WWFO. The 2016 Claim is in all material respects identical to the 2014 Claim except that it was not brought against Mr Taruta.

[11] If judgment is obtained on the claims, all of the means of enforcement in the BVI referred to in CPR Parts 43 and 45 will become available to the claimant.

[12] The right to judgment in the BVI on the Russian debts is pleaded in paragraphs 13 -16 of the statement of claim in the 2016 Claim on the following grounds which in effect seeks summary judgment:

> "Enforcement
>
> (13). The judgment was finalized on 28 February 2014 and no appeal was filed by the Defendants within the deadline or at all. Similarly, no appeal was filed by the defendants against the decree within the deadline or at all. By reason of the foregoing, the Russian Judgments are binding on the defendants and are final and conclusive at common law.
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> (14) By reason of the matters pleaded at paragraphs 12.10 and 12.12 (inclusive) above, the Russian Judgments are in personam and for a specific sum at common law.

(15) By reason of the matters pleaded at paragraph 11 above, the Russian court had jurisdiction to grant the Russian judgments, since the defendants submitted to the jurisdiction of the Russian court by contractual means.

(16) By reason of the matters pleaded at paragraphs 12-15 above, the Defendants' liability (individually) and jointly) to the claimant under the Russian Judgments are determined and incontrovertible. The claimant is therefore entitled to a determination of this court that the defendants are indebted to the claimant in accordance with the terms of the Russian Judgments and are estopped from arguing to the contrary.

[13] The applications are for identical orders to permit the claim forms and other documents in the 2014 Claim and the 2016 Claim to be to be served on Mr Alexander Katunin by alternative means. The means are by sending them to two e-mail addresses believed to be associated with Mr Katunin and by delivery to the offices in the BVI of legal practitioners who acted for Katunin in connection with the appeals in the 2014 Claim. Mr Taruta has already filed an acknowledgment of service on 3 September, 2014 accepting that there was deemed service on him on 29 July 2014 and stating his intention to defend.

[14] CPR rule 7.8 sets out the normal modes of service of documents. Rule 7.8 states:

"Mode of service of claim form-general provisions;

7.8 (1) Subject to the following paragraphs and Rule 7.8A if a claim is to be served out of the jurisdiction, it may be served-
by a method provided for by-
(i) rule 7.9 (service through foreign governments, etc): or
rule 7.11 (service on a State)
(b) in accordance with the law of the country in which it is to be served; or
(c) personally by the claimant or the claimant's agent.

(2) Nothing in this part or in any court order may authorize or require any person to do anything in the country where the claim form is to be served which is against the laws of that country.

[15] The difficulty has been that due to the provisions of The Convention on the Service Abroad for Judicial and Extrajudicial Documents in Civil or Commercial matters (the Hague Service Convention) to which both the BVI and Russia are parties, as a starting point

legal documents emanating from legal proceedings in Convention Countries should be served in accordance with the terms of the Convention.

[16] As Cooke J rightly stated in Deutsche Bank AG v Sebastian Holdings" [2017] EWCH 459 1 WLR 3056 while referring to the UK Supreme Court case of Abela and others v Baadarani and another [2013] 1WLR: "the fact remains that where there is an applicable Convention, the two states in question have specifically agreed to service of foreign process in accordance with it. In such circumstances this must represent the prime way of service in such a contracting state."

[17] In particular as set out in the Report dated 2 July 2018 by Sergey Spasennov, who I accepted as an expert on Russian law, personal service of documents issued by foreign courts on Russian nationals is not allowed in Russia. This is because Russia opted out of the provisions of Article 10 of the Convention which provides for personal service. This is how Mr Spasennov puts it in paragraph 27(c) to 28 of his Report:

> "(c)…the service of documents by methods listed in Article 10 of the Convention is not permitted in the Russian Federation.. In other words, Russia has exercised its right to object to the simplified procedures for the sending or transmission to, or service on, persons in Russia of judicial documents under civil law or commercial cases"

> 28. "Therefore with respect to sending judicial documents from the BVI to Russia the rules applied to a Russian national shall be those of the Convention [the Hague Service Convention] subject to the Declaration made by Russia with respect to the Convention: judicial documents are to be sent to Russia through designated authorities of Russia and the BVI i.e. through the Ministry of Justice (Russia) and the Registrar of the Supreme Court (the BVI)."

[18] VTB states that it has complied with Rule 7.8 by proceeding under the Hague Service Convention but have been unable to serve Mr Katunin in accordance therewith.

[19] VTB had filed a request since February 2017 through the Supreme Court of the BVI under the Hague Service Convention for service of the 2016 Claim together with the documents on Mr Katunin in Russian. On 9 April 2018 the Supreme Court was informed by the

Russian Authorities and informed VTB that they had not been successful in delivering the service documents to Mr Katunin.

[20] During the period of over one year that it took to go through the Hague Service Convention procedure it was necessary on several occasions for the claimant to apply to the BVI court to extend the WWFO over the defendant's assets in the 2016 Claim on an ex parte basis. The most recent was 27 August 2018. Also, the 2016 Claim Form has had to be extended twice. The most recent was until 3 November 2018.

[21] It is necessary that both the 2014 Claim and the 2016 claim be retained because the former is a claim for US$30 million against both defendants, but the 2016 Claim is for an additional US$30 million against Mr Katunin making a total of US$60 million plus other monies claimed.

[22] VTB says that it is impracticable to serve Mr Katunin in Russia. The word "impracticable" is not defined in the Rule, but I take it to mean "not practically possible", meaning it is more difficult than impractical even though it might not be virtually impossible. That is the reason it seeks leave to serve Mr Katunin by alternative means.

[23] Service under the Convention has been attempted and the documents have been returned with service arguably unsatisfied in the 2016 Claim. In the personal guarantee which Mr Katunin provided to VTB Bank he had specified his personal address for service of notices and any legal proceedings as being Troitsky, the Moscow Region, 10 Sirenevy Boulevard Apartment 133. In addition that same address was given by Mr Katunin in his acknowledgement of service filed on 28 August 2014 in the 2014 Claim.

[24] The documents sent to Russia by the Supreme Court of the BVI were dispatched to the Troitsky District Court which is the court for the district for Mr Katunin's given address.

[25] The court's bailiffs had attended Mr Katunin's address on 13 September 2017, but noone appeared to be there. The bailiff there left a writ of summons in Mr Katunin's post box. The district court ("the Service Court") had listed a hearing for 29 September 2017 at which time it was to serve Mr Katunin.

[26] The bailiffs attended Mr Katunin' address again on 25 September 2017 and a further writ of summons requiring him to attend the hearing was left. Mr Katunin did not attend the Service Court.

[27] Hague service has not been attempted in the 2014 claim.

SERVICE BY ALTERNATIVE MEANS

[28] The requirements to effect service by alternative means are set out in Rule 7.8A as follows:

> "Mode of Service –alternative procedure
>
> 7.8A. (1) Where service under Rule 7.8 is impracticable, the claimant may apply for an order under this rule that the claim form be served by a method specified by the court.
>
> (2) An order made under this Rule shall specify the date on which service of the claim form shall be deemed to have been effected.
>
> .
>
> (3) Where an order is made under this Rule, service by any method specified in the court's order shall be deemed to be good service.
>
> (4) An application for an order made under this rule may be made without notice but must be supported by evidence on affidavit-
>
> (a) specifying the method of service proposed
>
> (b) providing full details as to why service under Rule 7.8 is impracticable
>
> (c) showing that such method of service is likely to enable the person to be served to ascertain the contents of the claim from and statement of claim; and
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> (d) certifying that the method of service proposed is not contrary to the law of the country in which the claim form is served.
>
> (5) Where any method of service specified in any order made under this Rule is subsequently shown to be contrary to the law of the country in which the claim was purportedly served, such service shall be invalid.

The Procedural background

[29] The First Affidavit of Sergey Levichev set out the background.

[30] In summary the 2014 claim is for the enforcement in the BVI of a judgment of the courts of the Russian Federation in the sum of US$30 million and other sums against Mr Katunin and Mr Taruta. The 2016 Claim is for the enforcement in the BVI of that judgment against Mr Katunin as well as for the enforcement in the BVI of a second Russian Judgment against Mr Katunin in the further sum of US$ 30 million and other sums.

[31] A worldwide freezing order was granted in the 2014 claim against both Mr Katunin and Mr Taruta That was subsequently discharged by order of the court on 7 December 2016, but was restored by order of the Court of Appeal in consolidated appeals BVIHCMAP 47 of 2016 and 6 of 2017 and remains in force until judgment or other order of the commercial Division or of the High court.

[32] A second world-wide freezing order was granted in the 2016 claim against Mr Katunin. The affidavit of Dimitri Tchernenko filed 18 November 2016 was relied on. This order has not yet been served on him, but has been continued on an ex parte basis the most recent being the 5 June 2018.

[33] Bannister J had ordered alternative service in this case by a judgment delivered 28 January 2015. He stated that he made the order because he had sufficient evidence before him to enable him to reach the conclusion that it was more probable than not that Mr Katunin would not submit to service under the Hague Convention in Russia and therefore it was impracticable to serve him by that route. He also took into consideration that Mr Katunin had gone to so much trouble, even to the appeal level, to try to set aside the alternative service order.

[34] The Court of Appeal allowed an appeal from Bannister J's judgment in Appeal actions 4 and 7 of 2015 delivered 20 July 2016. It ruled that there was no proper evidential basis for the exercise of the Judge's discretion to make an alternative service order.

[35] The Court of Appeal ruled that whether it is impracticable to effect service in accordance with CPR 7.8 is a matter of fact and it was incumbent on the Bank in making the application, to adduce evidence to show that it was impracticable to serve the claims pursuant to CPR 7.8.

[36] The consequence of this was that the claim form in the 2014 claim was deemed never to have been served on Mr Katunin, and by that time the period in which it could be validly served had expired.

[37] A number of consequential applications were made by Mr Katunin and VTB. Mr Katunin applied for the discharge of the 2014 WWFO and for costs. VTB applied for an extension of time to file the claim form, an order dispensing with service or an order making the claim form valid. It also took the protective measure of filing the 2016 Claim and applied for the 2016 WWFO and leave to serve the 2016 claim forms on Mr Katunin outside the jurisdiction.

[38] The applications were heard together. The court ruled that it did not have jurisdiction to extend the time on an application made after the time had already passed service, dismissed the application and discharged the WWFO in the 2014 Claim. This decision was overturned by the Court of Appeal on 18 April 2018 and the time for service extended for 6 months which expires 18 October 2018. The WWFO was also reinstated.

[39] Attempts at serving the claim form in the 2016 Claim on Mr Katunin in Russia commenced in 2017. To date the claimant has not been able to serve them, and so the claimant has not been able to start the enforcement process. On application for an extension of time to serve the documents the court has extended the time to 3 November 2018.

The justification for alternative service

[40] The court gave permission for VTB to rely on the Expert Report of Sergey Spasennov in support of its application.

[41] Mr. Spasennov considered the steps that have been taken to serve Mr Katunin in Russia. He was of the opinion that the procedure for service executed in this 2016 Claim was in full accordance with the Hague Service Convention and Russian Law. The reason that the documents were not delivered to the addressee, Mr Katunin, was for reasons beyond the Russian court's control.

[42] He stated at paragraph 60 that "Under article 118 of the Civil Procedure Code of Russia a summons or other court notification is sent to the latest known residential address or place of stay of the addressee and is deemed to be delivered although the addressee is no longer resident or staying at such address." And at 61: "Therefore, if it was deemed impossible to serve a summons or other court correspondent sent at the addressee's later known residential address or address of his/her stay which was known to the court because of the absence of the addressee at that address, the Russian Court presumes that the addressee received the correspondence at the address to which it was sent."

[43] Furthermore he states at paragraph 79:" in accordance with clause 63 of the Plenum's Resolution No 25, [adopted 23 June 2015 under the Civil Code] a communication of legal significance addressed to an individual should be sent to his/her registration address at his/her place of residence or palace of stay, or to the address which the individual himself/herself has specified (e.g. in the text or contract) or to his/her representative "if the court has reliable knowledge of such representative". And at 80:"It is the individual himself/herself who bears the risk of the consequences caused by the non-receipt of communications of legal significance delivered to the specified addresses as well as the risk of his/her representative being absent from such addresses. Communications delivered to the above addresses shall be deemed received even if the person in question is not actually residing (staying) at the specified address."

[44] His opinion was that the claimant took exhaustive measures under the Convention for the proper enforcement of the court order that documents of the BVI court be served on Mr Katunin.

[45] Mr. Spasennov's conclusion is consistent with a finding of this court in Jsc Mcc Eurochem et al v Livingston Properties Equities Inc et al BVIHC(COM) 097 of 2015) (Eurochem). In that case in which the court had the assistance of four expert Reports on Russian Law, the claimants had taken exhaustive steps which in the opinion of the court were in compliance with the Russian procedure under the Hague Service Convention to serve Mr Valery Rogalskiy one of the main protagonist of 18 defendants in that case. Approving the approach taken by the trial judge in Sloutsker v Romanova [2015] EWHC, 545 (QB) that where all available procedural steps for notifying the defendant of the foreign proceedings had been exhausted and if in those circumstances the defendant having thereby been notified of the hearings, refused to attend or alternatively refused to accept the document, he/she was deemed served.

[46] In Eurochem the defendant had failed to attend the serving court after the proper Russian court had issued two notices to the eight defendants at his registered address. In each case on both the 15 June 2016 and 20 July 2016 the eight defendants failed to appear at hearings before the serving court. At the latter date despite his non-appearance the Russian serving court proceeded in his absence and made a note that he was duly notified but did not appear. Based on the facts of that case I adjudged that he was deemed to have been served on 20 July, the date of the meeting of the last service court.

[47] In his Expert Report at paragraph 74 Mr Spasennov observed that in the transcripts of the court hearings dated 15 September 2017 and 29 Sept 2017 before the judge of the Troitsky Court, A.V. Byehkov, which were sent by the Ministry of Justice to the Registrar of the Supreme court), it was noted that Mr Katunin was duly notified.

[48] Since receipt of the Russian transcript on 9 April 2018, four of the defendants in Eurochem successfully challenged the jurisdiction of the BVI court to hear Eurochem. The Court of Appeal (BVIHCMAP 2016/0042-0046 per Pereira P, Gonzales and Webster JJA) on September 18, 2018) allowed their appeal setting aside the decision of the Commercial Court that had ruled in November 2017 that the BVI is the convenient forum to hear Eurochem, and impliedly that Farara J had on 19 November 2015 correctly granted leave to the serve the Eurochem claim forms outside the jurisdiction.

[49] However, the Court of Appeal's decision did not affect the ratio of Eurochem on the issue of deemed service. As far as I am aware no appeal has yet been made in respect of that issue and so the ratio is still extant, even though service will be ineffective for different reasons.

[50] No attempt yet has been made to serve the 2014 Claim on the defendants. The claimant is asking for leave to dispense with the Hague Service Convention procedure in that case, and to instead allow service by alternative means in both actions. I have a discretion to do so under CPR 7.8B.

The Law

[51] The applicants relied on the aforementioned UK Supreme Court Case of Abela. That was based on the English CPR r 6.15(2) which provided that that on an application under that rule, the court may order that steps already taken to bring the claim form to the attention of the defendant by an alternative method or at an alternative place is good service.

[52] The defendant was domiciled in Lebanon which was not a signatory to the Hague Service Convention or to any other bilateral convention on service of judicial documents. The authority is therefore not precisely on point. It was held, allowing an appeal from the Court of Appeal, that there had been no legitimate basis for the Court to have interfered with the trial judge's decision to grant a declaration that there had been deemed service of the defendant notwithstanding that the claim form had been served in an alternative method not ordered by the court.

[53] Although the BVI CPR does not have an equivalent provision to the English CPR 16.5(2) the case is instructive on what can be taken into account in deciding on whether to allow alternative service. In deciding whether to make the order the court was to ask whether in all the circumstances of the particular case there was good reason to do so. Although the mere fact that the defendant had learned of the existence and content of the claim, could not of itself constitute good reason to make the order, it was a critical factor to consider,

since the most important purpose of service was to inform the defendant of the contents of the claim form and the nature of the claimant's case.

[54] Other relevant factors were whether service through diplomatic channels had proved impractical and further attempts would lead to unacceptable delay and expense, and whether a defendant had refused to co-operate by refusing to disclose his address.

[55] Lords Clarke and Sumption with whom the other members of the Board (Lords Neuberger, Reed, and Carnwath) agreed, expressed the opinion that the traditional characterization of service out of the jurisdiction as the exercise of exorbitant jurisdiction as set out by the English Court of Appeal (Rix, Wilson and Burnton LJJ) in Cecil v Bayat [2011] EWCA Civ 135; [2011] 1 WLR 3086, CA, should now be viewed within the context of today's reality where litigation between residents of different states is now a routine incidence of commercial life, and the subject matter of a growing numbers of international treaties and conventions.

The evidence

[56] The evidence pointing to the impracticability of serving Mr Katunin under the Hague convention is cogent.

[57] On 7 December 2016 the court (Wallbank J) had given leave to serve the claim outside the jurisdiction in the Russian Federation, the United Kingdom and/or Switzerland. At the time of the application, the information was that he had a daughter who lived in Switzerland at a known address and a son who lived in the UK at a known address.

[58] According to the First Affidavit of Sergey Levichev VTB did not attempt to serve the 2016 Claim on Mr Katunin in Switzerland because they discovered that personal service is contrary to Swiss law. They therefore informed the BVI court by letter dated 12 December 2016 that they would not be pursuing service by that means. However they commenced the process to serve him in Russia without delay in February 2017 and that process ended with a report from the Russian court 15 months later on 6 April 2018 after numerous applications to the court to extend the time for service to allow the Hague Service

procedure to be successfully completed. Under the provisions of Russian law he has been duly notified of the proceedings by virtue of the steps taken to convene and have him attend the Service Court in September 2017.

[59] He has successfully appealed up to the Court of Appeal of the BVI to set aside the prior purported service by alternative means, which appeal was allowed by judgment dated 20 June 2016.

[60] According to the evidence when granting VTB leave to serve Mr Katunin with the 2016 Claim out of the jurisdiction, Wallbank J noted that Mr Katunin had failed to comply with the Russian judgments and that he was going to extreme and costly lengths to resist enforcement, spending upwards of US$623,000 for contesting the jurisdiction and alternative service alone. While this is his legal right it is evidence of a state of mind that he does not wish to be served. Wallbank J was of the view that it indicated that he was likely to try to protect assets in the BVI from attempts at enforcement and appeared to want to make the process of enforcing the Russian judgments as difficult as possible. I share his view.

[61] It is also inconceivable that during the process over the last four years and the events which have happened that he has not become aware of the contents of the claim form and the nature of the claimant's case in the 2014 Claim and the 2016 Claim.

[62] On the evidence there is no reason to believe that if the procedure under the Hague Service Convention was repeated Mr Katunin would voluntarily appear before the Russian serving court and accept service. On the expert evidence under Russian law he is not obliged to appear before that serving court to do so. The Russian court transcripts of the 29 September 2017 hearing at the serving court before Presiding Judge A.V. Bychkov stated "*the following persons were absent from the court session: A.Ia. Katunin –duly notified thereof*". In summary, the court session opened at 12:55. The presiding judge called for Mr Katunin who did not appear and the Court ruled that documents seeking service on Mr Katunin should be returned to the BVI court.

[63] In Eurochem on similar facts I ruled that the defendant had been deemed to have been served on the date of the Serving Court. That is, in my judgment, the outcome in this case namely that Mr Katunin is deemed to have been served on 29 September, 2017 between 12:55 and 1:00 pm Russian time.

[64] In my judgment when a Russian court executes a judicial request from another court under the Hague Service Convention, it fulfils an administrative function under a Treaty, not a judicial one. Therefore there is no issue of comity. Whether the defendant has been duly notified in Russia is determined by Russian Law, but whether in the circumstances he has been validly served is an issue to be decided by the requesting court seized with enforcement of the judgment.

[65] I am fortified in this view because by CPR 7.10(4), a certificate [from the foreign authority] which states that a person has been served may be used as evidence of the facts stated in the certificate, but, there is no corollary in the CPR if the certificate states that the documents were not delivered. It seems to me that it is left open for the court to decide.

CONCLUSION

[66] Based on the expert evidence of the applicable provisions of the Russian law relating to due notification, and the events which have happened I find that there has been deemed service on Mr Katunin in Russia. This deemed service took place on 29 September 2017 between 12:55 and 1:00 pm Russian time.

[67] But, if I am wrong, I consider it necessary to achieve the overriding objective set out in Part I of the CPR that I exercise my discretion in aid of enforcement to order, in accordance with the application of the claimant, that Mr Katunin may be served by alternative means. I reminded myself that the overriding stated objective of the CPR is to deal with cases justly. This includes among other things "*(b)saving expense* and *(d) ensuring that it [the case] is dealt with expeditiously"* (r.1.1 (2). I also took into consideration all the other cogent evidence mentioned above, including those heads mentioned in Abela, in deciding that to attempt service again in this case using the Hague Service Convention procedure would

be a useless exercise, very likely to lead to another delay of over a year without any success.

[68] While the failed attempts at serving Mr Katunin through the Russian Serving Court under the Hague Service Convention applies only to the 2016 Claim, there is no reason whatsoever to believe that it would be any different if attempted in the 2014 Claim because the same individual is involved. On an exceptional basis I therefore waive service of the 2014 claim documents by Hague Service Convention procedure. I grant permission for the claim forms and other documents in the 2016 Claim and in the 2014 Claim required to be served in those proceedings on the respondent to be served by alternative means namely by-

1. sending the claim form and/or any other document by e-mail care of Alexander Katunin to a.katunin@krcholding.com and /or katunin@efk.kr.ru, and
2. delivering the claim form and/or any other document as aforesaid to the respondent's/Defendant's legal practitioners in the appeals BVIHCMAP 4 and 7 of 2015, 47 of 2102, 2 of 2017, namely Withers BVI, at their offices at Little Denmark, 3rd Floor Road Town, Tortola VC1110.

[69] The method of alternative service is in accordance with that set out in the orders approved by the court. As set out in [83], [84], and [86] of the First Affidavit of Sergey Levichev the claimant has confirmed the matters required by CPR 7.8A(4)(c) namely that the method is likely to enable Mr Katunin to ascertain the contents of the claim form and statement of claim, and that required by CPR 7.8A(4)(d), that the method of service is not contrary to Russian Law [86].

Hon. Mr Justice K. Neville Adderley
Commercial Court Judge (Ag.)

Registrar