Neutral Citation Number: [2023] EWHC 348 (Ch)

Claim No: BR-2021-000044

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
INSOLVENCY AND COMPANIES LIST (ChD)

The Rolls Building
7 Rolls Buildings
Fetter Lane
London, EC4A 1NL

Date: Tuesday, 14th February 2023

Before:

LADY JUSTICE FALK

-and-

MASTER KAYE

- -

Between:

LYUBOV KIREEVA	**Applicant**
(as bankruptcy trustee of Georgy Bedzhamov)	
- and -	
GEORGY IVANOVICH BEDZHAMOV	**Respondent**

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- -

MR WILLIAM WILLSON (instructed by **DCQ Legal**) appeared for the **Applicant.**

MR JUSTIN FENWICK KC and **MR MARK CULLEN** (instructed by **Greenberg Traurig LLP**) appeared for the **Respondent.**

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Approved Judgment

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LADY JUSTICE FALK:

Introduction

1. This is my decision on cross-applications to vary paragraphs 6 and 8 of my order dated 9 November 2022. That order granted common law recognition to Mr Bedzhamov's Russian trustee in bankruptcy Ms Kireeva (the "Trustee"), following a remittal of certain issues by the Court of Appeal, and made costs orders in respect of both the remittal and the recognition application more generally.

2. The paragraphs to which the applications relate provided for interim payments by Mr Bedzhamov totalling £325,000, to be paid within 14 days of the sale of 17 Belgrave Square (the "Property"), with the proviso that if there was no such sale by 4 January 2023 the matter should be restored for further directions.

3. The first of the two applications was made by the Trustee on 8 December and sought a variation which would require the interim payments to be made within seven days. The second application was an application by Mr Bedzhamov on 20 December which sought to restore the matter for directions and an order which would continue to provide that the interim payments should be made within 14 days of the sale of the Property, but also provide that the matter should be restored for further directions if there was no sale by 30 April 2023.

4. I am not going to go through the background, which is familiar to the court and the parties and has been described in detail in earlier judgments.

5. My earlier order was made on the papers as far as costs were concerned. The reasons I gave in respect of the timing of interim payment were as follows:

> "It is appropriate to make the order sought by Mr Bedzhamov in respect of the timing of any interim payment. This is based on Mr Shobbrook's evidence not only about Mr Bedzhamov's inability to pay (which would not be an adequate reason) but the existence of a significant risk that an order to make payment now would result in the loss of legal representation, with the consequence that what I have previously found to be A1's objective of funding the Trustee with a view to denying access to assets Mr Bedzhamov could otherwise have used to meet legal expenses would be achieved (*Vneshprombank v Bedzhamov* [2022] EWHC 1166 (Ch) at [70]). I bear in mind that the delay will not be open-ended, particularly given the imminent expiry of planning permission and Mr Shobbrook's assessment that Mr Bedzhamov will in any event be without legal representation if the matter is not resolved by the New Year."

6. Mr Shobbrook is a partner at Greenberg Traurig, Mr Bedzhamov's solicitors. The reference to the expiry of planning permission was to the fact that planning permission for redevelopment of the Property was due to expire on 13 December 2022. The evidence I relied on was the twelfth witness statement of Mr Shobbrook dated 27 October 2022, which among other things said that if Mr Bedzhamov was required to pay a costs order at that time there would be a significant risk that he would lose his

legal representation and be unable to fund his defence of the VPB claim, that if a sale was not achieved before 13 December 2022 Mr Bedzhamov risked foreclosure and that Mr Shobbrook believed that if the matter was not resolved by the New Year Mr Bedzhamov would not have legal representation. Mr Bedzhamov's legal team had essentially been running without funding for two years and the ability to continue without payment had, in Mr Shobbrook's words, "exceeded breaking point".

7. Mr Willson, for the Trustee, points out that significant progress towards a sale of the Property appears not to have been made since then, several potential funders having dropped out, most recently in mid-December. The Trustee's perception is that the process has gone backwards and not forwards. We are also told that Mr Bedzhamov is now relying on the planning permission remaining valid on the basis of practical implementation, so that the deadline of 13 December has apparently disappeared. Further, Mr Bedzhamov's legal team remains in place. Mr Willson submits that Mr Bedzhamov is seeking what amounts to a stay and that the new points relied upon by Mr Bedzhamov in support of his application are made late and have been addressed by the Trustee.

8. The evidence in support of Mr Bedzhamov's application comprises Mr Shobbrook's thirteenth witness statement, which is now supplemented by two further witness statements, and a witness statement provided by James Van Den Heule of the property developer Fenton Whelan. Shobbrook 13 states that if Mr Bedzhamov was not given further time to pay the costs order it is "likely" that he would be unable to continue to be represented. Mr Van Den Heule's statement contains a detailed description of the position as regards the Property as it stood on 20 December 2022, the date of the statement.

9. It is fair to say that Mr Van Den Heule's evidence demonstrates that achieving a successful transaction presents material challenges: he describes it as "beset with difficulties". The factors include complexity over the title to the Property, the difficulties with which have only been increased by the effect of the invasion of Ukraine (given Mr Bedzhamov's status as a Russian national), the issue over planning permission and the more general downturn in the economy, and in addition the existence of the worldwide freezing order ("WFO") to which Mr Bedzhamov is subject and the involvement of Clement Glory Limited ("CGL").

10. The proposal now being worked on differs from that referred to in my judgment of 20 May 2022 ("the May judgment"), in that the 80:20 sharing is to be between CGL and the developer, rather than Mr Bedzhamov and the developer. Mr Van Den Heule did state in his witness statement that, despite the problems, he was very confident that a sale could be achieved and that he believed 30 April 2023 to be an appropriate longstop date.

11. As Mr Willson pointed out, Mr Van Den Heule's evidence has not been formally updated, and also various milestones referred to in his witness statement appear not to have been achieved.

12. Further developments to mention at this point are, first, that the Trustee has obtained permission to appeal to the Supreme Court in relation to the Court of Appeal's decision refusing her assistance in respect of the Property, an appeal due to be heard in November 2023. Secondly, the Trustee has, with VPB as a co-claimant, reissued a

claim against CGL, claiming that the charge over the Property in its favour is a sham and also that Mr Bedzhamov is the real beneficial owner of CGL. Thirdly, the Trustee has also applied to join CGL to the recognition proceedings.

13. In his fourteenth witness statement dated 2 February 2023 Mr Shobbrook again said that Mr Bedzhamov would likely lose his legal representation if an order was obtained for an interim payment on account of costs now. By way of update on the Property, that statement explains that there is confidence that a certificate will be obtained confirming that the planning permission has been implemented and that discussions are ongoing with a proposed new lender, but also states that progress is subject to the impact of the new CGL claim, which Mr Shobbrook says would frustrate a sale on the terms approved by the court. The latest update from Mr Fenwick this morning, on instruction, is that non-binding heads of agreement have been now reached with a new bridging lender.

Discussion

14. As previously explained, inability to pay is not a good reason to refrain from making an order for interim payment. Making such an order is the norm in circumstances where costs are to be the subject of detailed assessment. CPR 44.2(8) requires an order for interim payment unless there is a good reason not to do so. I agree with Mr Willson that what I am being asked effectively amounts to a stay of the interim payment order, at least until April.

15. The basic principles in relation to interim payments on account are not in dispute, and I do not need to refer to the case law authority on which the Trustee relies, although I have considered it. In my view, Mr Bedzhamov must satisfy me that it would be in accordance with the overriding objective to take what would be an exceptional course in the interests of justice. The starting point, and in most cases the finishing point, is that a litigant in whose favour a costs order has been made should not be kept out of the money to which he or she is entitled by the actions of the court, whatever the financial position of the other party. However, ultimately, the matter is within the discretion of the court.

16. It is also the case that the hoped-for progress on the sale of the Property has not been made, at least in the manner previously anticipated. My earlier decision relied heavily on the risk of loss of representation, but also took into account the imminent expiry of planning permission and the apparent deadline that set. Although the planning permission issue may have been addressed, other difficulties relating to the sale – which are by no means all related to the various legal proceedings against Mr Bedzhamov – have not gone away.

17. The Trustee refers to concerns about a lack of visibility over Mr Bedzhamov's financial position, including the extent of post-bankruptcy creditors and the risk, as the Trustee sees it, that the costs order might not be paid even if the Property is sold. She also relies on the position regarding the sale of the Property as remaining vague and uncertain, and a perception that the revised date of 30 April is still hopelessly overoptimistic. She says that an order in her favour would mean she could seek to enforce against movable property and obtain information under CPR 71. She points out that she has complied with interim costs orders against her and she relies on Mr Bedzhamov's conduct in the recognition proceedings, including the stance he took on the remittal in challenging the

validity of the VTB guarantee and the fact that he had previously achieved a delay in the order for interim payment on the basis of information which has turned out to be doubtful. The Trustee says that Mr Bedzhamov should not be granted any further indulgence.

18. In normal circumstances, the obvious order to make would be the one sought by the Trustee. However, these are not normal circumstances.

19. I agree with the Trustee that the position in relation to the Property remains uncertain. I would be reluctant to accede to Mr Bedzhamov's request based only on a hope or expectation of achieving a disposal by 30 April. However, there are three other areas to consider as well: namely, the impact of what the Trustee seeks on other orders made by the court and the reasons the court acted as it did; the potential effect of sanctions; and the position in relation to the VTB debt that was the basis of the successful bankruptcy petition.

The impact on other orders

20. I first need to refer again to the May judgment, which was made in these proceedings as well as the proceedings brought by VPB (the "bank proceedings"). It was a reserved judgment following a detailed consideration of submissions put forward both on behalf of the Trustee and on behalf of Mr Bedzhamov. It determined that in principle the court was prepared to approve a transaction in the Property along the lines of the one proposed, and that while the court would proceed on the basis that the Trustee did have an arguable proprietary claim to the proceeds of sale of the Property, it was nonetheless prepared to permit certain sums in respect of legal advice and living expenses to be spent from the proceeds in accordance with the terms of the WFO.

21. The reasoning that led to this conclusion is set out in full in the May judgment, and it would be wrong to try to summarise it. But I will say that the timing and circumstances of the Trustee's intervention, around two years following the grant of the WFO and funded by the same entity as the one funding the bank proceedings (namely A1), was significant. As I said in the May judgment at [70]:

> "I am driven to the conclusion that the Trustee's intervention was funded by A1 with a view to denying access to assets that Mr Bedzhamov (and through him his legal advisers) might otherwise reasonably have expected to have available for reasonable legal and living expenses under the WFO. I can see no other rational explanation."

22. This point remains valid and is not restricted to legal representation in the bank proceedings. In reality, all the proceedings against Mr Bedzhamov and now those against CGL are inextricably linked. The risk of loss of legal representation also remains real, despite challenge to it and the fact that it does not necessarily follow from enforcement that there should be a loss of legal representation. I do not have sufficient reason to refuse to accept Mr Shobbrook's assessment that Mr Bedzhamov is likely to lose representation if an order is made for payment now.

23. Further and importantly, I accept that enforcement against Mr Bedzhamov can only further increase the difficulties of achieving a disposal of the Property in what are

clearly very difficult circumstances. It is worth referring again to a point made in the May judgment at [29], namely the key priority of seeking to ensure that, so far as possible, Mr Bedzhamov's estate is preserved and the value obtainable from it maximised for the benefit of whichever person(s) are properly entitled to claim the Property or its proceeds. It is vital that sight is not lost of that.

24. Further, a key element of the proposal that I approved was that CGL would reduce its charge from £30 million to £23 million. However, the claim against CGL and the relief sought by joining it to the recognition proceedings both seek to prevent CGL dealing with its security over the Property. I cannot accept that these actions have no impact on the practical effect of the approval that I gave in my order of 9 June 2022 following the May judgment. They at least potentially undermine the judgment and the order that I made. They appear to place a further material impediment on progress towards a successful disposal and appear to challenge the exercise of the court's discretion to allow sums to be spent in accordance with the WFO, despite the Trustee's claims.

25. I must record that I continue to have concerns about aspects of the Trustee's approach (see the May judgment at [27] for concerns I expressed at the time). There are concerns that aspects of actions taken at least give the impression that she or those behind her might prefer to sabotage any disposal rather than allow it to proceed on terms approved by the court. It was extremely helpful that Mr Willson indicated today that the relief sought is actually not intended to cut across my earlier decision. That was not apparent to me, even though I had carefully read the written evidence and submissions; it was not apparent from the other claims and what has been said in respect of them, and if it was not apparent to me it is unlikely to be apparent to outsiders who will be or may be involved in the sales process.

26. It is also important to bear in mind that the allegations in respect of CGL are not new. They were dealt with in the May judgment. In that decision I noted that CGL had accepted that proceeds of sale should not be paid out to it, but that the Trustee was seeking to benefit from the fact that anything that accrued to CGL was effectively ring-fenced from the provisions of the WFO that allow Mr Bedzhamov to meet reasonable legal and living expenses (see [26] and [28]).

27. At [76] I addressed the Trustee's argument that allowing Mr Bedzhamov to spend proceeds of sale would cause irremediable harm, and commented that if that was the result it was to a substantial extent attributable to the Trustee's delay. I must emphasise that we would not be in this position if the Trustee had intervened on a timely basis.

28. At [100] and [101] I dealt with the alternative arguments that CGL was a third party entity and the charge in its favour was valid, or alternatively that CGL was either beneficially owned by Mr Bedzhamov or the charge was invalid. I expressly held that if the Trustee did succeed in either of those arguments, she nonetheless had no proper cause for complaint if the court determined that funds should be permitted to be paid under the WFO despite an arguable proprietary claim.

29. Separately, the action that the Trustee wishes to take to enforce the costs order might at least give the appearance of cutting across the stay of the Trustee's application in respect of Mr Bedzhamov's movables. The movables application remains stayed pursuant to paragraph 10 of my order of 9 November, and it has not been suggested that anything has occurred since the date of that order that justifies revisiting it. The question of what

assistance should be granted in respect of movables, and indeed in respect of the Property pending the outcome of the appeal to the Supreme Court and the stayed application regarding proceed of sale, remains at large. I appreciate Mr Willson's argument that this point conflates the Trustee's status as a judgment creditor in respect of the costs order with her status as a trustee in bankruptcy and, whilst I see that point as far as it goes, I think the court needs to look at the position holistically.

30. I place particular emphasis on my concern that the substantive effect of ordering a payment could be to undermine orders of the court, in particular the order made on 9 June 2022. There is a lot to be said for the point that actions taken by the Trustee should be supervised consistently in the context of the bankruptcy proceedings. There is substance in Mr Bedzhamov's complaint that a bankruptcy trustee within this jurisdiction would have been expected to have applied for directions and guidance from the court before taking the various steps that have been taken by the Trustee since she was recognised.

31. I should also emphasise that, although the Trustee continues to maintain that Mr Bedzhamov must have undisclosed assets, at [57] of the May judgment I agreed with an observation of Males LJ in 2019 that this was relatively unlikely, and further pointed out that no hidden assets have in fact come to light and, leaving CGL to one side, there has been no challenge to the asset disclosure under the WFO.

32. As to Mr Willson's argument that it is not clear whether the Trustee would in fact be paid from the proceeds of a sale of the Property, I should emphasise that the order I made contemplated that the court would have full oversight, not only approving the details of the terms of disposal but in relation to the proceeds. There is every expectation that satisfaction of an adverse costs order would, as Mr Fenwick indicated and accepted, come at the top of the list. Bearing in mind that a disposal of the Property is still under active discussion, this is not a simple case of Mr Bedzhamov not having any funds and not having any assets to which he could have recourse to pay the costs order. As was the case last May, the court's key objective must be to seek to allow a successful disposal that maximises funds available.

Sanctions

33. I now turn to sanctions. There is material before the court which Mr Bedzhamov says raises serious sanctions issues in respect of A1. Mr Fenwick submits that there are questions as to whether what is described as a buy-out of A1 in March 2022 was an arm's length transaction or was orchestrated to avoid the impact of sanctions, such that payment of the costs order would be making funds or economic resources available to a designated person and could not lawfully be done without a licence. The issue has been raised previously in a general manner, although I should stress vigorously denied on behalf of both VPB and the Trustee, but there is now evidence that was not previously before the court. The Trustee claims to have dealt with this in reply evidence and relies on the fact that advice has been taken from Hugo Keith KC to the effect that there is no reasonable cause to suspect that A1 is sanctioned, advice in respect of which privilege has not been waived, but also says that the point should have been taken sooner.

34. Mr Bedzhamov's response on the last of these objections is that the issues were raised by evidence served by VPB as late as 23 December 2022 in response to Mr

Bedzhamov's application to vary an order in the bank proceedings permitting his costs to be secured by a bank guarantee, and that VPB only consented to Mr Bedzhamov providing that evidence to the Trustee on 30 January 2023. I accept that. Clearly, A1 was aware of the evidence in any event and VPB is now supposedly acting on the Trustee's behalf in the bank proceedings. But more fundamentally, even if the point had been raised late then the court would be unable to ignore it. If there are genuine concerns that the effect of implementing an order of the court could be a breach of sanctions legislation, then the court could not ignore those concerns and indeed must be able to take such a point on its own initiative, even if it is not raised by the parties.

35. Based on the evidence I have seen it is impossible at this stage to dispel the concern that the March 2022 transaction was not genuine, but instead arranged to give the appearance that A1 is no longer under the control of sanctioned individuals. It is important to note that the relevant regulations, the Russia (Sanctions) (EU Exit) Regulations 2019, make provision for action to be unlawful, at least without a licence, where a person either knows or has reasonable cause to suspect that the person or individual concerned is sanctioned.

36. In this case, the buy-out was for 100,000 roubles, equivalent at the time to £714. The purchaser, a Mr Fayn, has given evidence maintaining that this was a market price, relying on a negative balance sheet as at 31 December 2021, the deficit amounting to around £4.3 million as at the date of purchase. However, Mr Bedzhamov's advisers point out that the balance sheet relied on appears to omit substantial amounts including, but certainly not limited to, a large amount held in court as security in the VPB proceedings and $20 million which the US Attorney's Office has been told is owed by VPB to A1. It also appears to be at odds with financial statements filed with the Russian Federal Tax Service, valuing A1's assets at the end of 2021 at approximately £5.9 million. There is also a question as to how A1's ongoing activities are being funded.

37. The court can place no reliance on the advice apparently received from Mr Keith. Privilege has not been waived. The precise basis on which he was instructed and the information provided to him is not known. If that advice is wrong and A1 turned out to be within the scope of sanctions, then it could well be the case that Mr Bedzhamov will be unable lawfully to pay costs except into court because even though the costs order is in favour of the Trustee, who is not herself sanctioned, the effect could be to make funds or economic resources available to a designated person or persons.

38. Mr Willson says that Mr Bedzhamov is being inconsistent. He has been quite happy to take payments of costs orders made against the Trustee, but when it comes to making a payment, he raises a sanction issue. However, that is not an entirely correct representation. The evidence on which Mr Bedzhamov is relying is evidence that was received only in December last year and no such payments have been made by the Trustee since that time. I believe the last payment may have been in June last year.

39. Importantly, the issues raised in respect of sanctions will be considered by Master Kaye at a hearing on 16 March (only a month away) in relation to security for costs in the bank proceedings. In my view, the right course at this stage is to await the outcome of that hearing, which may well reach a resolution on the issues. At that hearing, Master Kaye will no doubt consider, amongst other things, Cockerill J's recent decision in *PJSC National Bank Trust v Mints & Ors* [2023] EWHC 118 (Comm).

The VTB debt

40. The final area to consider is the emergence of evidence which indicates that the VTB debt, Mr Bedzhamov's guarantee of which founded the successful bankruptcy petition, was expected to be fully discharged by 9 February 2023 (and so presumably has now been discharged) following a settlement involving the trustees in bankruptcy of Larisa and Lazar Markus, being the debtor and Mr Bedzhamov's co-guarantor respectively, and another relative.

41. The Trustee says that the settlement was only concluded on 23 January 2023, and approved by the Russian court on 1 February, after a creditors' meeting in December 2022 which followed a number of adjournments, and says that it is not the case that this demonstrates that the VTB debt was fully secured contrary to the way it was portrayed to Snowden J at the time of the hearing of the original recognition application. Further, the Trustee says that the settlement is in any event irrelevant to the narrow issues raised by the remittal. There is no need for a separate directions hearing as to whether the recognition order should be varied or set aside.

42. Mr Bedzhamov relies on the settlement having been contemplated since at least June 2022 when Ms Markus's trustee in bankruptcy informed the US Attorney's Office that he expected to settle VTB's claim from assets available in Russia. Bearing in mind that notice of a meeting of creditors was issued in early July, A1 at least would have become aware by then, well before the remittal hearing in early October. Although the Trustee maintains that she did not know about the existence of a draft settlement agreement at the time of the remittal hearing, but only that the parties were in protracted negotiations, it was not explained how or when she became aware of the settlement proposal.

43. Mr Fenwick submits that the fact that the VTB debt has been discharged is clearly relevant to whether the Trustee should continue to be recognised, or at least to the question of whether assistance should be provided, bearing in mind that the unjust enrichment debt relied on by VPB is accepted as unsafe (or at least in part unsafe) and issues have also been raised about another creditor claim in the bankruptcy. Mr Fenwick notes that evidence from the Trustee's solicitor, Mr Elliot, accepts that whether other bankruptcy creditors can be imported into the bankruptcy from a UK perspective is a matter for the assistance application. That point was also accepted by Mr Willson.

44. I should make it clear that it would be wholly unfair for the Trustee to be permitted to rely on any personal lack of knowledge of the settlement proposals in circumstances where A1 did have knowledge. It is apparent to me that that the Trustee is able to do nothing without funding and no doubt approval from A1 and, as I have observed on previous occasions, A1's role goes beyond that of a conventional litigation funder.

45. I accept that the issues covered by the remittal were narrow, but even if I assume in the Trustee's favour, without needing to decide it, that that meant that knowledge of the proposed settlement was not relevant to the order that the court made granting recognition, it does not necessarily follow that I would have exercised my discretion in respect of costs in the same way. Further, as already mentioned the point is clearly relevant to the question of assistance. The fact that the court was not informed of the actual position is of some concern.

Position overall, and conclusions

46. Standing back and considering the position overall, and bearing in mind that Mr Bedzhamov effectively seeks a stay, I should also consider what order is likely to produce the least irremediable prejudice. In my view that consideration, like the points already discussed, favours the effective continuation of the status quo for a short period. If the Property is to be sold, then the court will need to agree the detailed terms. If and when the Property is sold the proceeds will fall within the scope of the freezing order and the protections it provides. More specifically, it will be dealt with in accordance with my order of 9 June, or that order as subsequently modified once final proposals are available. Part of the approach taken in that order reflects my understanding that CGL is prepared to allow the proceeds to be retained in a client account rather than any amount being paid out to CGL. In other words, the entire proceeds would be subject to the oversight of the court.

47. More generally, Mr Bedzhamov remains subject to the WFO in respect of all of his assets and has to provide regular updates to VPB's solicitors, Keystone, in respect of sums coming in or expenditure going out. I note that Mr Fenwick has helpfully volunteered this morning that that process of notification can be expanded to require information to be provided to the Trustee.

48. In reality, it seems to me that allowing enforcement now would be highly unlikely to result in the interim payment order being met, but would rather risk endangering the sale, discussions for which are obviously very delicate, and, we are told, would be likely to result in a loss of representation for Mr Bedzhamov. I also reiterate the expectation that if the Property is sold, the Trustee's adverse costs order would be expected to be at the top of the list, or very near the top of the list, for use of the proceeds.

49. In conclusion, my decision is that an order should be made that requires the matter to be restored for directions after 31 March, assuming that the interim payments are not made in the meantime. I have chosen that date rather than the later date put forward on behalf of Mr Bedzhamov taking particular account of the hearing on 16 March, which will address the sanctions issue, and because I am very conscious of the point that it would be wrong to give any signal that there is open-ended leeway in respect of a disposal of the Property. As I indicated earlier, if real and substantial progress is not made with the disposal of the Property by then, that would strike me at least as indicating that the proposed transaction simply cannot realistically be achieved.

50. Therefore, if no material progress is made by the end of March and the sanctions issue is satisfactorily addressed, then the court will revisit the position. Obviously, I am not going to indicate now what the court might decide then. That would depend on the circumstances at the time. I have emphasised that this is not open-ended, but I would also emphasise that the court's key objective at the moment is to seek to enhance or maximise the prospects of a successful disposal of the Property.

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