Neutral Citation Number: [2021] EWHC 1407 (Comm)

Case No: CL-2017-000173

IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION
COMMERCIAL COURT

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 26/05/2021

Before :

MRS JUSTICE COCKERILL DBE

- -

Between :

XL INSURANCE COMPANY SE	**Claimant**
- and -	
(1) IPORS UNDERWRITING LIMITED	**Defendants**
(2) PAUL ALAN CORCORAN	
(3) CHESHIRE PRESTIGIOUS CARS LIMITED	
(4) HER MAJESTY'S REVENUE AND CUSTOMS	

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Joseph England (instructed by **XL Catlin Services SE**) for the **Claimant**
The Defendants were not present and were not represented.

Hearing date: 23 April 2021

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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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MRS JUSTICE COCKERILL DBE

Mrs Justice Cockerill :

Introduction

1. This is a contempt of court application by XL Insurance Company SE ("**XL**") against Mr Paul Alan Corcoran.

2. The contempt application arises in the context of a claim by XL, issued on 13 March 2017, against Mr Corcoran and a number of other defendants, including two companies of which Mr Corcoran is the sole director and shareholder. XL pursues the defendants in the underlying claim for the return of some £10 million, which, XL says, were misappropriated.

3. In support of the underlying proceedings, XL obtained a number of freezing injunctions and proprietary injunctions along with orders for asset disclosure against Mr Corcoran and the defendant companies controlled by him (collectively "**the Injunctions**"). The first of the Injunctions that named Mr Corcoran was made on 20 September 2017 and the most recent of the Injunctions was made on 24 November 2017.

4. XL alleges in the present application that Mr Corcoran has breached the obligations imposed by the Injunctions in broadly two ways: first, by disposing of assets; second, by failing to comply with the disclosure obligations.

Factual Background

The claim

5. XL had entered into binding authority agreements with the First Defendant ("**IPORS**") between 2012 and 2016. IPORS and the Third Defendant are companies of which the Second Defendant ("**Mr Corcoran**") is the sole director and sole shareholder.

6. IPORS was expressly required under the binding authority agreements it entered into with XL to hold premiums collected from insureds on trust for XL in segregated trust accounts. It was also required to declare in monthly bordereaux the premiums received on XL's behalf from insureds and remit those sums to XL. Instead, IPORS failed to pay the sums declared, and under-declared sums, and failed to hold them on trust for XL. It appears (from unchallenged schedules to the various iterations of the Particulars of Claim) that the majority of those funds were instead transferred from the trust accounts to Mr Corcoran's personal account at NatWest and expended for his personal use.

7. XL's claim was initially brought against IPORS. The claim was brought on 13 March 2017, and a defence, dated 10 April 2017, amounting to a total of six short paragraphs, was filed. The defence was signed by Mr Corcoran and was never served on XL, though it was later emailed to XL by the court.

The Injunctions and disclosure obtained by IPORS

8. On 16 June 2017, XL obtained a freezing order and proprietary injunction against IPORS. The order froze £4.5 million and subjected funds held in IPORS' NatWest premium accounts to a proprietary injunction. The order made provision for asset disclosure ("**Injunction 1**"). The order was continued at the return date on 30 June 2017

("**Injunction 2**"). IPORS did not file any evidence for the inter partes hearing, nor did it attend. It also did not provide any asset disclosure.

9. On 30 June 2017, XL also obtained an order for disclosure of IPORS' bank statements for accounts held at NatWest and on 24 July 2017 XL obtained, from the Irish High Court, an order for disclosure IPORS' bank statements for an account held at Ulster Bank Ireland.

10. On the basis of the bank disclosure, which suggests that funds from IPORS' accounts were moved to Mr Corcoran's personal account, XL amended its claim, adding Mr Corcoran as a defendant.

11. On 20 September 2017, XL obtained, on an ex parte basis, a variation of Injunction 2, to include Mr Corcoran's assets ("**Injunction 3**"). The variation was continued at the return date on 6 October 2017 ("**Injunction 4**"). Neither IPORS nor Mr Corcoran filed any evidence nor did they attend the hearing on the return date.

12. For present purposes, the following provisions of Injunctions 3 and 4 are important:

> "6. Until judgment or further order of the Court, the Respondents [IPORS and Mr Corcoran] must not:
>
> (1) remove from England and Wales any of its assets which are in England and Wales up to the value GBP 4,500,000; or
>
> (2) dispose of, deal with or diminish the value of any of its assets whether they are in or outside of England and Wales up to the same value.[…]
>
> 10.
>
> (1) Unless sub-paragraph (3) below applies, the Respondents must within 72 hours of service of this order provide and to the best of their ability inform the Applicant's legal representatives all their assets worldwide exceeding £10,000 in value whether in their own name(s) or not and whether solely or jointly owned, giving the value, location and details of all such assets.
>
> (2) The Respondents must inform the Applicant's legal representatives, to the best of the Respondents' knowledge and belief in writing within 72 hours of service of this order, in relation to funds in the Accounts [as defined in paragraph 5 of the order, constituting the proprietary injunction], save for those relating to insurers other than the Applicant:
>
> (a) What has become of such funds?
>
> (b) What assets were acquired in whole or part for such funds?

(c) Any transfer of such funds from the Premium Accounts including:

(i) The purpose of any transfer.

(ii) The transferee

(iii) What has become of any funds transferred

(iv) What assets were acquired in whole or part by the transfer of such funds.

(3) If the provision of any of the information in paragraph 10(1) is likely to incriminate the Respondents, it may be entitled to refuse to provide it, but is recommended to take legal advice before refusing to provide the information. Wrongful refusal to provide the information is contempt of court and may render the Respondents liable to be imprisoned, fined or have its assets seized.

(4) Within 5 days after being served with this Order, the Respondents must swear and serve on the Applicant's legal representatives an affidavit setting out the information referred to at paragraphs 10(1) and (2) of this Order.

(5) The requirements of sub-paragraphs (1)-(4) above are without prejudice to the Applicant's rights, including to bring contempt of court proceedings, for the Respondents' non-compliance with the disclosure orders contained in the orders of HHJ Waksman QC (Sitting as Judge of the High Court) dated 16 June 2017, 30 June 2017 and 20 September 2017 respectively.

11.

(1) This Order does not prohibit the First Respondent from spending £500 a week towards his ordinary living expenses and does not prohibit the Respondents from spending a reasonable sum on legal advice and representation. But before spending any money the Respondents must tell the Applicant's legal representatives where the money is to come from. However, the assets referred to at paragraphs 5(1) and (2) of this Order cannot be sold or otherwise dealt with in order to fund such expenditure as is otherwise permitted under this paragraph."

13. On 20 September 2017, XL also obtained an order for disclosure of bank statements for Mr Corcoran's personal account held at NatWest.

14. On the basis of the further bank disclosure, which suggested that Mr Corcoran had made transfers from his personal account to the Third Defendant, Cheshire Prestigious Cars

Limited ("**Cheshire Cars**"), XL amended its claim, adding Cheshire Cars as a defendant.

15. On 10 November 2017, XL obtained, on an ex parte basis, a variation of Injunction 4, to include Cheshire Cars as a further addressee ("**Injunction 5**"). The variation was continued at the return date on 24 November 2017 ("**Injunction 6**"). None of the defendants filed evidence or attended the return hearing.

16. I will refer to Injunction 1, Injunction 2, Injunction 3, Injunction 4, Injunction 5 and Injunction 6 collectively as "**the Injunctions**".

17. On 10 November 2017, XL also obtained an order for disclosure of Cheshire Cars' NatWest account bank statements.

18. On 21 June 2018, XL obtained an order for disclosure in respect of Mr Corcoran's tax documents.

19. The tax documents disclosed by HMRC show that Mr Corcoran declared nil income in respect of the 2016-17 tax year and that, on this basis, he claimed a refund of £313,643.12, which he asked to be made to a Nationwide bank account. Mr Corcoran's request was made shortly after 20 September 2017, i.e. when Injunction 3 was granted.

20. On 9 November 2018, XL obtained an order for disclosure of Mr Corcoran's Nationwide account bank statements.

21. The disclosure of the Nationwide account bank statements shows that the Nationwide account was opened on 17 October 2017 and that the first entry is the HMRC refund, which is dated 26 October 2017. The bank statements also show several transfers to an account at Coutts in the name of Mr Corcoran.

22. On 8 February 2019, XL obtained an order for disclosure against Mr Corcoran's former tax advisors and accountants Harold Sharp Limited ("**Harold Sharp**").

23. On 1 March 2019, XL obtained an order for disclosure of Mr Corcoran's Coutts account bank statements.

24. In or around February/March 2021, XL discovered that Mr Corcoran was receiving rent payments for Moseley Road into a Monzo account held in the name of Paul Clarke, though Mr Corcoran confirmed in an email that the account was in fact his.

Service of the Injunctions on Mr Corcoran

25. Injunction 1 permitted service by email on IPORS using paul@iporsunderwriting.com. Injunction 1 was served on 19 June 2017 by email, using this address. There was a short email reply on 20 June 2017. The injunction was also sent, on 20 June 2017, to IPORS' registered address by post and courier as well as to an Irish address provided by IPORS. When Injunction 1 was continued, that injunction (i.e. Injunction 2) was served by post to IPORS' registered address.

26. Injunction 3 permitted service on Mr Corcoran by email and post to the same email address and postal address where Injunction 1 was served. Injunction 3 was sent, on 22 September 2017, by post and courier to IPORS' registered address. A copy was also

sent by post to Moseley Road (which is defined below) and to the Irish address given by IPORS. When Injunction 3 was continued, that injunction (i.e. Injunction 4) was served by post at IPORS' registered address.

27. Injunction 5 permitted service on the same terms as Injunction 3 as Cheshire Cars' registered address was the same as IPORS' registered address. Injunction 5 and Injunction 6 were served by post on Cheshire Cars'/IPORS' registered address (Injunction 5 was sent by a letter dated 16 November 2017).

28. On 23 October 2019, Simon Burn Solicitors ("**Simon Burn**") wrote to XL, stating that they were instructed by Mr Corcoran in relation to a freezing order made on 20 September 2017, i.e. Injunction 3. Simon Burn stated that Mr Corcoran had requested a copy of the injunction from XL and the court by a letter dated 16 October 2019. Simon Burn requested that it be sent copies of the injunction. On 28 October 2019, XL sent copies of the Injunctions to Simon Burn.

29. On 27 August 2020, Mr Corcoran wrote a letter to XL, in which he referred to the "*freezing orders*".

Mr Corcoran's disclosure

30. Mr Corcoran has to date not provided any asset disclosure to XL. Mr Corcoran has to date not provided any disclosure in relation to the funds subject to the proprietary injunction. Mr Corcoran has to date not sworn an affidavit, confirming his disclosure.

31. XL issued this application on 01 February 2021 and I heard it on the morning of 23 April 2021.

Proceeding in absence and adjournment

Factual Background

32. Mr Corcoran was not present at the hearing of this application, nor was he represented. He indicated in writing in advance of the hearing that he sought the adjournment of the hearing.

33. I ruled against the adjournment application at the start of the hearing.

34. I therefore have had to consider, as a preliminary matter, whether to determine the substantive application despite his absence. I decided to do so at the hearing, but it is right that this judgment should record the reasons why I did so.

35. XL has had difficulty finding Mr Corcoran in order to serve the contempt application upon him personally in accordance with CPR 81.5(1).

36. Mr Corcoran is the registered proprietor of a property at 14 Mosely Road, Cheadle Hulme, Cheadle, SK8 5HJ ("**Mosely Road**"). Moseley Road is also the address Mr Corcoran gave to HMRC and the address given on his Nationwide account (on which more below) bank statements.

37. Mr Ian Ross, the process server instructed by XL, attempted to serve the application at Moseley Road on the morning of 3 February 2021. He was there met by parties who

said they were tenants of Mr Corcoran and who informed Mr Ross that post for Mr Corcoran received at Moseley Road was collected by a courier on his behalf. The parties at Moseley Road also said to Mr Ross that Mr Corcoran was currently in Portugal. After taking further instructions from XL, Mr Ross returned to Moseley Road and handed a copy of the contempt application to one of the parties at the property, who placed it with the other post addressed to Mr Corcoran.

38. On 11 February 2021, a further copy of the contempt application, marked for the attention of Mr Corcoran, was sent to 5 Brooklands Place, Brooklands Road, Sale, M33 3SD ("**Brooklands Place**"). Brooklands Place is the registered address of the two defendant companies controlled by Mr Corcoran.

39. XL undertook numerous other steps to draw the contempt application to Mr Corcoran's attention. These steps included sending a copy of the application to a Mr Ian Wilkinson who had been marketing Moseley Road for sale. Mr Wilkinson confirmed on 12 February 2021 by email that he had forwarded the application to Mr Corcoran.

40. On 19 February 2021, upon an application by XL, Waksman J made an order that Mr Corcoran be deemed served with the contempt application on 3 February 2021 (the date on which Mr Ross left the application at Moseley Road). Waksman J also gave XL permission to serve all further documents in the contempt application by first class post to Moseley Road.

41. Mr Corcoran appears to have approached at least two firms of solicitors to represent him, neither of which ever came on the record. RHF Solicitors ("**RHF**"), one of these two firms, did attend the listing hearing on 17 February 2021 on Mr Corcoran's behalf. RHF had sent an email to XL on the previous day, asking XL to release funds in order for Mr Corcoran to make a payment on account to RHF. In RHF's email, reference is made to "*the committal application*" and it is stated that RHF "*appreciate how serious this matter is for our proposed client given that he is potentially facing a custodial prison sentence*". XL did not release any funds and RHF was not instructed.

42. On the morning of the hearing of this application, Mr Corcoran wrote an email to the court. In that email Mr Corcoran described his unsuccessful attempts to instruct solicitors, citing XL's refusal to release funds. His email concluded with the following paragraph:

> "I feel that it is only fair that I get legal assistance to protect my position and rights. I would like them to be able to represent me at the hearing today on the 23rd April 2021 as they arranged at the last hearing or if not at a future hearing to be arranged between all parties."

The relevant legal principles

43. Committal proceedings seeking imprisonment are criminal proceedings within the meaning of Article 6 of the European Convention on Human Rights (see *JSC BTA Bank v Solodchenko* [2011] EWHC 1613 (Ch), [13]). As Briggs J noted at [13] in *Solodchenko*, while the court has discretion to proceed in the absence of a defendant, it will do so "*only in exceptional circumstances.*" The ordinary course of action in a

situation where a defendant is not present is to adjourn and issue a bench warrant to secure the defendant's attendance (see *Solodchenko*, at [14]).

44. In *Solodchenko*, Briggs J quoted, at [13], with approval, Roth J's summary of the relevant principles in *JSC BTA Bank v Alexander Yu Stepanov* [2010] EWHC 794 (Ch) at [12]:

> "12. Contempt proceedings are quasi-criminal proceedings, as Lord Justice Oliver there emphasises, and they are criminal proceedings for the purposes of Article 6 of the European Convention on Human Rights. I was therefore referred to consideration by the House of Lords as to when a criminal trial can take place in the absence of the defendant. This was in the case of R v Jones (Anthony) [2002] UKHL 5 [2003] I AC 1. There their Lordships approved, with one qualification, the guidance given in that case in the Court of Appeal in a judgment of the court delivered by Lord Justice Rose, R v Hayward [2001] QB 862. The Court of Appeal, after noting the general right of a defendant to be present at his trial and indeed to be legally represented, and the discretion of the trial judge to proceed without him, said this (at para.22):
>
> > 'That discretion must be exercised with great care and it is only in rare and exceptional cases that it should be exercised in favour of a trial taking place or continuing, particularly if the defendant is unrepresented. In exercising that discretion fairness to the defence is of prime importance, but fairness to the prosecution must also be taken into account. The judge must have regard to all the circumstances of the case, including in particular ...'
>
> The Court of Appeal then set out various factors to be considered:
>
> > '(1) The nature and circumstances of the defendant's behaviour in absenting himself from the trial or disrupting it, as the case may be and, in particular, whether his behaviour was deliberate, voluntary and such as plainly waived his right to appear;
> >
> > (2) Whether an adjournment might result in the defendant being caught or attending voluntarily and/or not disrupting the proceedings;
> >
> > (3) The likely length of such an adjournment;
> >
> > (4) Whether the defendant, though absent, is, or wishes to be, legally represented at the trial or has, by his conduct, waived his right to representation.…

> (6) The extent of the disadvantage to the defendant in not being able to give his account of events, having regard to the nature of the evidence against him.….
>
> (9) The general public interest and the particular interest of victims and witnesses that a trial should take place within a reasonable time of the events to which it relates.'"

45. In *ICBC Standard Bank Plc v Erdenet Mining Corp LLC* [2017] EWHC 3135 (QB), I referred to *Navig8 Chemicals Pools Inc. v Nu Tek (HK) PVT Ltd* [2016] EWHC 1790 (Comm), where Flaux J adopted a checklist set out by Cobb J in *Sanchez v Oboz* [2015] EWHC 235 (Fam).

46. I repeat that checklist here (see *Erdenet* at [53]):

> "(i) Whether the respondents have been served with the relevant documents, including notice of this hearing;
>
> (ii) Whether the respondents have had sufficient notice to enable them to prepare for the hearing;
>
> (iii) Whether any reason has been advanced for their non-appearance;
>
> (iv) Whether by reference to the nature and circumstances of the respondents' behaviour, they have waived their right to be present; [i.e. is it reasonable to conclude that the respondents knew of or were indifferent to the consequences of the case proceeding in their absence?]
>
> (v) Whether an adjournment would be likely to secure the attendance of the respondent or facilitate their representation;
>
> (vi) The extent of the disadvantage to the respondents in not being able to present their account of events;
>
> (vii) Whether undue prejudice would be caused to the applicant by any delay;
>
> (viii) Whether undue prejudice would be caused to the forensic process if the application was to proceed in the absence of the respondents;
>
> (ix) The terms of the 'overriding objective' [including the obligation on the court to deal with the case justly, including doing so expeditiously and fairly and taking any step or making any order for the purposes of furthering the overriding objective]."

Application

47. Bearing in mind that the court should only proceed in the absence of a defendant to a committal in exceptional circumstances, I am nonetheless satisfied that this is such a situation. I consider the elements of the checklist in *Sanchez* in turn:

a) *Service*: Mr Corcoran has been deemed to have been served on 3 February 2021 by the order of Waksman J of 19 February 2021.

b) *Sufficiency of notice*: Mr Corcoran has had sufficient notice of the hearing. Mr Corcoran has been deemed served over two months before the hearing of this application and RHF, while not formally instructed, attended the listing hearing on his behalf, which hearing itself was over a month before this hearing. His email to the Court the morning of the hearing also confirms that he has had notice.

c) *Reason*: Mr Corcoran did not expressly give any reason for his non-attendance in his correspondence, including his email to the court on the day of the hearing. His concern about lack of legal representation is addressed below, but I do not regard it as a matter which would preclude the Court proceeding in absence if the balance otherwise tilted in that direction.

d) *Waiver of right to be present*: I find that Mr Corcoran has waived his right to be present. Mr Corcoran clearly knew of this hearing and chose not to be here. He was well aware of the consequences of the case proceeding in his absence as made clear by RHF's email of 16 February 2021.

e) *Adjournment facilitating representation/attendance*: at the outset of the hearing I raised the question of whether I should adjourn the hearing and issue a bench warrant. Mr England, for XL, submitted that in the light of the difficulties of effecting personal service and the continuing uncertainty as to whether Mr Corcoran was even within the jurisdiction, it would be unlikely that issuing a bench warrant would secure attendance. Mr England described Mr Corcoran as "*a mobile character*" and expressed doubts as to the usefulness of an adjournment and issuing of a bench warrant. With some reluctance, I accept Mr England's submission. The affidavit evidence shows that XL went to great length to identify Mr Corcoran's whereabouts. While XL's agents were not invested with the power of arrest that a bench warrant would grant, I am satisfied that they took all reasonable steps to find Mr Corcoran and that they did not succeed in doing so. Despite all their efforts it is entirely unclear where Mr Corcoran is or whether he is susceptible to the powers of compulsion of this court. In the light of this, it appears unlikely that issuing a bench warrant would secure the attendance of Mr Corcoran. I address the issue of representation separately below.

f) *Disadvantage to Mr Corcoran*: Mr Corcoran has not adduced any evidence challenging XL's allegations. I was taken to the relevant documentary evidence by Mr England and I do not see that Mr Corcoran would have been in a better position, had he been present.

g) *Undue prejudice from delay*: I am satisfied that there would be undue prejudice to XL in further delay. Given the apparently uncontentious facts and my findings below, there is a continued risk of dissipation of undisclosed assets.

h) *Undue prejudice to the forensic process*: There is no reason for thinking that proceeding in Mr Corcoran's absence would cause undue prejudice to the forensic process.

i) *Overriding objective*: I find that considering the overriding objective supports the exceptional course of proceeding in Mr Corcoran's absence.

Funding of representation

48. To the extent that Mr Corcoran has engaged with the contempt application at all, it has been to raise the issue of legal representation and his inability to fund it.

49. I note that he was (as is required by the rules) clearly advised of the potential availability of legal aid. He has not indicated whether he has explored this possibility. Instead he has suggested that he should be allowed to utilise the sums covered by the freezing injunction to obtain legal representation.

50. The Injunctions permit Mr Corcoran to spend a reasonable sum on legal advice and representation. However, before doing so he must identify the source of the money and that source may not be funds subject to the proprietary injunction (see paragraph 11(1) of the relevant Injunction, quoted above).

51. The fundamental problem for Mr Corcoran is that, as described below, he has not complied with his asset disclosure obligations. He has therefore not been in a position to identify a source of funding that was not subject to the proprietary injunction.

52. To the extent that Mr Corcoran seeks to spend funds subject to the proprietary injunction, he has not provided any evidence that the test required to vary the injunction in order to permit this is met.

53. The test was summarised by Bryan J in *The Danish Customs and Tax Administration v Barac & Ors* [2020] EWHC 377 (Comm.) at [20]:

> "[20] I summarised the applicable legal principles in the case of *GFH Capital Limited v Haigh* [2018] EWHC 1187 (Comm) at [34] (I add comments in square brackets for ease of reference): '[…] The law is now well established and is summarised as a three-stage test.
>
> (i) before there can be any question of using funds to which a claimant has a strong proprietary claim, the defendant must show that he has an arguable case for denying they belong to the claimant; [The First Stage]
>
> (ii) where there are assets which may belong to the claimant, the defendant should not be entitled to use those funds unless the court is convinced that the defendant has no other assets to use for this purpose, and the onus is firmly on the defendant to satisfy the court of this, and where there are any such funds, they should be expended before there is any question of

> expending funds subject to a proprietary claim; [The Second Stage]
>
> (iii) if the court can be satisfied that there are no assets other than those subject to a proprietary claim, the court must nevertheless still weigh whether the balance of justice militates in favour of permitting or refusing the payment [The Third Stage]…'"

54. The relevant legal test was explained to Mr Corcoran by XL's letter of 17 February 2021 to RHF by reference to this summary. While Mr Corcoran has stated that he seeks the release of funds in order to fund representation, he has taken no steps to provide clarity in respect of his asset position and has therefore not been able to identify the source of funding as he is required to do.

55. I find that any delay in dealing with the contempt application is unlikely to result in the change of approach required and would therefore not be likely to result in Mr Corcoran being legally represented.

Conclusion on proceeding in the defendant's absence

56. For the reasons given in this section, I conclude that it is appropriate to consider XL's contempt application despite Mr Corcoran's absence at the trial.

The substantive application

57. Christopher Clarke J summarised the requirements for a finding of contempt of court in the context of breaches of court orders at [150] of *Masri v Khoury* [2011] EWHC 1024 (Comm):

> "In order to establish that someone is in contempt it is necessary to show that (i) that he knew of the terms of the order; (ii) that he acted (or failed to act) in a manner which involved a breach of the order; and (iii) that he knew of the facts which made his conduct a breach: *Marketmaker Technology (Beijing) Co Ltd v Obair Group International Corporation & Ors* [2009] EWHC 1445 (QB)."

58. The applicant is required to show, to the criminal standard, that the contempt is made out (see *Masri v Khoury* at [144]).

59. As to knowledge, Rose LJ recently said in *Varma v Atkinson & Another* [2020] EWCA Civ 1602 at [54]:

> "once knowledge of the order is proved, and once it is proved that the contemnor knew that he was doing or omitting to do certain things, then it is not necessary for the contemnor to know that his actions put him in breach of the order; it is enough that as a matter of fact and law, they do so put him in breach."

60. I consider the three elements in turn, bearing in mind that I must be "*sure*" that each element is satisfied.

Knowledge of the terms of the Injunctions

61. I have set out above how service of the Injunctions was made. IPORS' email reply of 20 June 2017 shows that IPORS was aware of Injunction 1. It can be inferred that Mr Corcoran was therefore also aware of Injunction 1. While there was no further reply to service of any of the other Injunctions, it can be inferred that they also came to Mr Corcoran's attention.

62. Further Simon Burn's letter of 23 October 2019 shows that Mr Corcoran knew about the Injunctions. In the letter dated 27 August 2020, Mr Corcoran expressly referred to the "*freezing orders*". Mr Corcoran's response of 17 February 2021, forwarded by RHF, also expressly acknowledges his awareness of the Injunctions. None of the communications emitting from Mr Corcoran suggest that he became aware of the Injunctions only recently.

63. I am sure that Mr Corcoran knew of the terms of the Injunctions when they were made and served on him.

Breach

Mr Corcoran's asset position

64. There is some difficulty in assessing Mr Corcoran's asset position, as he has not provided any asset disclosure. Nevertheless it is important to determine whether he had assets exceeding £4.5 million, in which case his expenditure would not be in breach of the freezing injunction, provided it did not come from the funds subject to the proprietary injunction.

65. Mr England submitted that the evidence shows that Mr Corcoran had nowhere near £4.5 million in assets:

    a) Mr Corcoran's main known property, Moseley Road, was purchased in 2014 for £840,000. There is evidence that an offer of £1,050,000 has recently been made. However, NatWest has a charge over the property and, on 9 March 2020, obtained a possession order which stated that there was an outstanding balance of £853,354.39.

    b) Mr Corcoran's Nationwide account had a balance of £313,737.25 on 26 October 2017, shortly after it was opened. The last balance shown on 31 October 2018 was £6.06.

    c) Mr Corcoran's Coutts account was opened on 3 May 2017. The greatest balance it had was £54,986.79 on 20 February 2018. The account's closing balance on 1 March 2019 was -£47,936.60.

    d) Mr Corcoran's NatWest account contained £217,345.07 when it was frozen by NatWest on 21 September 2017.

    e) Mr Corcoran's email of 23 April 2021 suggests that XL managed to freeze the Monzo account in February 2021 and that it contains £11,000 in rent payments.

    f) Mr Corcoran declared nil income for the 2016-17 tax year.

g) The draft tax schedule prepared by Harold Sharp, but not approved by Mr Corcoran, records dividends from IPORS in the value of £1,701,704.00. Harold Sharp states that it does not hold dividend vouchers or board meeting minutes of IPORS. That contradicts his nil income declaration to HMRC. Even if true, that figure is well below the relevant level and apart from the IPORS dividends, the draft tax schedule does not record any significant income.

66. As for assets via his companies:

a) IPORS' last available balance sheet (filed for the year ending on 31 March 2016) shows current assets of £630,833 and maximum trading fees/commission of £2,836,800. IPORS' NatWest business account had a balance of £2,569.08 when it was frozen by NatWest on or around 16 June 2017.

b) Cheshire Cars has not filed any accounts since it was incorporated on 25 June 2016.

c) Companies House does not show Mr Corcoran as being a director or Person of Significant Control with respect to any other company.

67. I accept that XL has gone to significant lengths to identify Mr Corcoran's assets. Mr Corcoran's bank accounts identified by XL have, at their highest, held around £500,000 in total. However, this sum is likely too large as it fails to take into account transfers between bank accounts and thus involves an element of double counting. Taking into account the charge on Moseley Road, that asset appears effectively to be worth around £200,000.

68. The situation in respect of Mr Corcoran's income for 2016-17 is somewhat unclear. On the one hand is the draft tax schedule prepared by Harold Sharp. On the other hand is the fact that the draft schedule was not approved and that Mr Corcoran in fact declared nil income to HMRC. The most significant potential asset position concerns IPORS' current assets and trading/fees commission as filed for the year ending on 31 March 2016. As Mr Corcoran is the sole director and owner of IPORS, he may be entitled to these sums.

69. Looking at the available evidence, I am sure that Mr Corcoran has not, at any time since 20 September 2017, held assets exceeding £4.5 million. I note that he has not suggested that the injunction was not applicable for this reason.

Disclosure

70. As I have described above, Mr Corcoran has not provided any asset disclosure nor has he confirmed such disclosure with a sworn affidavit. He has therefore breached paragraph 10 of Injunctions 3, 4, 5 and 6.

Spending

71. I had read the witness evidence and in particular the material dealing with breach explained in detail in Mr Hall's first affidavit. The breaches alleged were summarised in Annex A of Mr Hall's second affidavit, which I attach as an appendix to this judgment.

72. Mr England then carefully took me through the bank statements of Mr Corcoran's Nationwide and Coutts accounts. Mr England focussed his attention on expenditures exceeding £500 pounds as, for those items, there could be no question that, in making those expenditures, Mr Corcoran exceeded the allowance of £500/week towards his ordinary living expenses. Mr England also submitted that, in any event, Mr Corcoran had failed to comply with the obligation of informing XL's legal representatives where any money he was going to spend was going to come from, which resulted from the proprietary nature of the injunction.

73. I am satisfied to the criminal standard of proof that there are numerous expenditures exceeding £500 that were made after 20 September 2017, i.e. when Injunction 3 was made. This is clear on the face of the documents. Many of the expenditures are for relatively large amounts and cannot be described as ordinary living expenses.

74. So in relation to the Nationwide Account, the acts of contempt alleged are set out in Mr Hall's First Affidavit ("ARH1") at [44(a)-(l)]. Looking at the underlying documents relating to these, one could see (giving a sample only):

    a) Payments of £8,359.20 on 3 November 2017 and £880 on 14 December 2017 to the Savoy Hotel, London.

    b) A payment of £9,360 to MUFC (Manchester United Football Club) on 16 November 2017.

    c) A payment of £6,460.52 to the Ritz Carlton Hotel, Aruba on 16 November 2017.

    d) A payment of 26,892.73 to Luxury Resort Hotels in Paris on 29 November 2017.

    e) A payment of £4,800 to Boodles at the Savoy Hotel, London on 2 December 2017.

    f) A payment of £673.70 to Oddfellows on the Park (a luxury hotel in Cheadle) on 4 December 2017.

    g) A payment of £3,248.98 for a luxury resort in Male in The Maldives dated 22 January 2018.

75. In respect of his Coutts account, dealt with at ARH1 paragraph 45, the following are a sample of the payments made after the same order was made:

    a) A payment of £2,230 to Selfridges on 20 October 2017.

    b) A payment of £5,110,00 to Selfridges on 7 November 2017.

    c) A payment of £775.00 to Selfridges on 8 November 2017.

    d) Payment of £6,063.99 on 29 June 2018 to Sumners (a Manchester based electronics retailer).

76. I accept the submission that on their face these are not ordinary living expenses. But in any event Mr Corcoran did not inform XL's legal team of where this money was to come from.

77. I have found that Mr Corcoran did not have assets in excess of £4.5 million. I therefore conclude that I am sure that the spending I have identified above was in breach of paragraph 6 of Injunctions 3, 4, 5 and 6.

Awareness of relevant facts

78. The starting point here is that Mr Corcoran was served with the Injunctions endorsed with the appropriate penal notices (directly naming him), with the covering letters warning of the penal notice. The Injunctions are essentially on standard forms which were drafted with considerable thought in order to make them comprehensible to the recipient. Mr Corcoran has not invoked the privilege against self-incrimination (to the extent that it might be applicable).

79. Against that background it is self-evident that Mr Corcoran knows that he has not provided any asset disclosure and that he has not sworn an affidavit confirming such asset disclosure. The letters between XL and Mr Corcoran/his "solicitors" also show an awareness of the disclosure provisions.

80. Mr Corcoran was the sole holder of the Nationwide and Coutts accounts. There is no reason for thinking that the expenditures which I have discussed above were made by anyone other than him. It is self-evident that Mr Corcoran made those expenditures and therefore had knowledge of them. He therefore had knowledge of the facts which made his conduct a breach.

81. The breaches set out in the Appendix to this judgment are therefore established to the criminal standard.

82. Although in the light of Rose LJ's statement it is not necessary to do so for the purposes of establishing breach it is nonetheless appropriate, in terms of ascertaining how serious any breaches were, to consider whether those acts were done in the knowledge that they were breaches. Here it is appropriate to deal with the responses which Mr Corcoran has made to the application by way of correspondence.

83. His main point is that he says he thought the Injunctions did not apply to monies/accounts arising after the Injunctions were made, and after the accounts XL identified were frozen. That is not a very credible explanation in any event – given the wording of the Injunctions. The Injunctions all stated that their terms applied until further order (or until the return date or until judgment).

84. However there is more. Mr Corcoran was subject to the 10 November 2017 injunction and the 24 November 2017 injunction (i.e. Injunctions 5 and 6). These injunctions were made after Mr Corcoran was served with Injunctions 3 and 4 and after his NatWest account, being the main account of which XL was aware, was frozen in September 2017. Yet in the face of those new injunctions he continued to spend before and after those injunctions were made, as shown from the Coutts and Nationwide accounts evidence. Mr Corcoran appears also to have set up or used the Nationwide account instead of the NatWest account to receive the HMRC refund into. Mr Corcoran's point therefore does not stack up.

85. For completeness I should note that Mr Corcoran's 18 March 2021 email suggests:

a) A conscious decision over spending after the date of the Injunctions, and regarding disclosure.

b) That he wanted to provide XL with "*any information they required*" and also at [6] of his email to have always provided information to XL. That is manifestly inaccurate.

c) He blames the absence of disclosure on not having lawyers. This is no answer. A litigant in person can perfectly well provide disclosure of his assets. Mr Corcoran has failed to provide even basic disclosure, notwithstanding being a sophisticated businessman. This relates to all his bank accounts, even those XL has shown he currently uses, such as at Monzo Bank.

d) It is of course no defence that (even if true) the defendant believed what he was doing did not infringe the requirements of the injunctions. (Gee at [19-005]).

e) The allegations at [7] regarding the alleged credits relate to the underlying claim and have no bearing on the contempt application. These allegations, like the others made, have never been evidenced. The matters pleaded in the RRRPOC [16], however are supported by forensic accountancy analysis and based on bank statements. Mr Corcoran has never offered any explanation or documentation to explain the unpaid premium funds or the payments to him listed in Annex C of the RRRPOC. The Injunctions also make clear the freezing injunction applies to his assets as well as the proprietary assets (listed in the separate section titled "Proprietary Injunction").

f) Mr Corcoran's points at [14] of his email also gain no traction. It is wrong to suggest that XL's actions prevented him from providing financial information in relation to the First Defendant or any other business. Certain business expenditure is permitted on the terms set out in the exceptions to the Injunctions. The Companies House records show that the reason IPORS and the Third Defendant faced suspension from the Register of Companies was because Mr Corcoran has been several years late in providing the accounts for these companies.

86. I conclude that I am sure that Mr Corcoran breached the Injunctions, that the breaches set out in the Appendix to this judgment are established to the criminal standard.; and also that Mr Corcoran knew that he was breaching the Injunctions both when he failed to provide disclosure and when spending the amounts identified in the evidence.

Conclusion

87. I find that the elements of contempt of court are proved to the criminal standard and that Mr Corcoran is therefore guilty of contempt of court.

Sentencing

88. The next question is whether it is appropriate to sentence in Mr Corcoran's absence. For essentially the same reasons given above, I conclude that it is.

89. As Eder J noted in *Otkrite v Gersamia* [2015] EWHC 821 (Comm), contempt sentences are fact specific. There are no formal sentencing guidelines (see *Shah v Patel* [2008] EWHC 1360 (Ch)). It is clear and well known that deliberate breaches of injunctions are regarded as serious and likely to result in an immediate sentence of imprisonment.

90. In *Templeton Insurance v Thomas* [2013] EWCA Civ 35 the court said this:

> "whereas it will always remain appropriate to consider in individual cases whether committal is necessary, and what is the shortest time necessary for such imprisonment, and whether a sentence of imprisonment can be suspended, or dispensed with altogether: nevertheless, it must now be accepted that the attack on the administration of justice which is made when a freezing order is breached usually merits an immediate sentence of imprisonment of some not insubstantial amount."

91. In *JSC BTA Bank v Solodchenko & others (No.2)* [2011] EWCA 1241 at [55] Jackson LJ set out the following principles:

> "55. … I derive the following propositions concerning sentence for civil contempt, when such contempt consists of non-compliance with the disclosure provisions of a freezing order:
>
> (i) Freezing orders are made for good reason and in order to prevent the dissipation or spiriting away of assets. Any substantial breach of such an order is a serious matter, which merits condign punishment.
>
> (ii) Condign punishment for such contempt normally means a prison sentence. However, there may be circumstances in which a substantial fine is sufficient: for example, if the contempt has been purged and the relevant assets recovered.
>
> (iii) Where there is a continuing failure to disclose relevant information, the court should consider imposing a long sentence, possibly even the maximum of two years, in order to encourage future co-operation by the contemnor.
>
> 56. In the case of continuing breach, out of fairness to the contemnor, the court may see fit to indicate (a) what portion of the sentence should be served in any event as punishment for past breaches and (b) what portion of the sentence the court might consider remitting in the event of prompt and full compliance thereafter. Any such indication would be persuasive, but not binding upon a future court.

> 57. It should also be noted that what the court is passing is a nominal sentence. The actual time spent in prison will be less, because of remission, possible release on tagging and so forth. The court does not have regard to those factors in determining the proper sentence in any case."

92. As was noted on behalf of XL, this has been followed in numerous cases since, including in *Thursfield v Thursfield* [2013] EWCA Civ 840 where the Court of Appeal upheld a 2-year order for committal for breach of the disclosure provisions in a freezing order and held that the judge had not erred in relying on the principles in *JSC (No.2*). In *BG International v Umalia* [2015] EWHC 1702 (QB), Spencer J held that the defendant's "*serious, flagrant and persistent breaches*" of the disclosure obligations in a freezing injunction demanded an immediate custodial sentence (in the defendant's absence) to mark the seriousness of the contempt given the importance of such provisions to any freezing order.

93. These are serious, persistent and deliberate breaches of court orders. I require no persuasion that this is a case where a sentence of imprisonment is appropriate, despite all the caution with which one reaches such a conclusion.

94. XL submitted that this is a highly appropriate case for an immediate custodial sentence of 2 years pursuant to s.14(1) of the Contempt of Court Act 1981. It urged me not to suspend that sentence in the light of:

a) The time that has passed in respect of non-compliance;

b) The lack of any attempt to comply with the Injunctions or respond to this application or the proceedings.

c) The number and nature of the acts of contempt, which have persisted for so long. These acts go well beyond those in the cases cited earlier involving disclosure failures, and involve misappropriation of assets as well as significant and deliberate flouting of the Injunctions, with spending on personal luxury expenditure and attempts (e.g. with the Nationwide account) to hide assets. This is, of course, likely to be only the tip of iceberg given that it is all XL has managed to find out by itself in the face of Mr Corcoran's non-compliance.

d) The lack of disclosure also relates to XL's proprietary funds which it has been unable to trace because of Mr Corcoran's lack of disclosure, which Mr Corcoran has taken advantage of in emptying accounts like at Nationwide and Coutts before XL discovered and had to apply to Court to obtain disclosure of them.

e) A suspended sentence is unlikely to secure compliance with the Court's order. Mr Corcoran has shown no attempt to recognise or purge his contempt.

95. I would not in any event have been minded to suspend any sentence in this case. The relevant Guideline which applies to the imposition of suspended sentences in criminal cases (Imposition of Community and Custodial Sentences Definitive Guideline) gives "*History of poor compliance with Court Orders*" and "*Appropriate punishment can only be achieved by immediate custody*" as factors militating in favour of a custodial sentence. These both apply here, and they are not counterbalanced by any of the factors

suggesting that suspension of the sentence would be appropriate (realistic prospect of rehabilitation, strong personal mitigation and significant harmful impact on others of a custodial sentence).

96. I also agree with Mr England's submissions that suspension of any sanction in these circumstances would set a dangerous precedent, suggesting that a defendant who ignored proceedings and Court orders would have a "*second chance*" if he ignored the hearing for committal.

97. XL submits that I should follow the approach summarised by Rose J in *JSC Mezhdunarodniy Promyshelenniy Bank & Another v Sergei Pugachev* [2016] EWHC 258 (Ch.) and impose the maximum sentence of two years, leaving it open to Mr Corcoran to purge his contempt by compliance.

98. I do not think that I should have regard to the future at all in arriving at the appropriate sentence. I must simply impose a sentence which is appropriate bearing in mind the facts relating to the contempts established. As noted above, there are no formal guidelines for sentencing contempt and sentences are fact specific. However, the relevant principles for sentencing for contempt applied by the Court were set out in in *Otkritie* at [9] - Eder J noting that the key questions are culpability and harm.

99. In terms of culpability I find it hard to see how I can avoid arriving at the conclusion that these breaches were very serious and persistent (to use the wording used in the recent "Breach Offences" sentencing guideline). They were also, like the breaches in *Otkritie*, breaches which were deliberate, contumacious and involved funds that were subject to a proprietary injunction. Mr Corcoran has taken deliberate steps to put the funds out of XL's reach, and entirely failed to provide even basic disclosure. The breaches appear to continue; since the application, XL has discovered Mr Corcoran using other accounts in breach of the Injunctions, for example under an alias at Monzo Bank, and receiving rent from a property specified in the list of assets in the Injunctions (which he had also been trying to sell).

100. The culpability is therefore very high indeed. There is just one thing to be said for Mr Corcoran: unlike *Otkritie* I do not know for a fact that Mr Corcoran has been advised of the effect of the orders by solicitors.

101. I therefore regard the culpability here as very high. As regards the disclosure it could not really be higher; as regards the expenditure while it is high, it is not quite as high as it might have been because of the factor just noted.

102. On the harm front again I cannot help reaching the conclusion that the harm is very serious. In essence Mr Corcoran's breaches have almost entirely undercut the relief which the Court granted. The harm caused to XL by the disclosure breaches and his expenditure is clear from the fact of the breaches, which dissipated assets which should have been frozen. Because of the breaches, including the breach as to disclosure, XL has been able to locate or freeze very little of the c.£10 million of proprietary funds or other assets which are the subject of the Injunctions. That is in circumstances where Mr Corcoran is the person who can give the most important information. He has caused XL considerable expense and delay in having to trace its funds via other sources and numerous Court applications, often finding (in the case of non-party disclosure from

banks) that the monies had already been depleted, e.g. in the cases of the Nationwide and Coutts accounts to which this contempt application relates.

103. In the context of these Injunctions therefore the harm is about as high as it could well be.

104. There are no relevant mitigating factors. There has been no relevant admission of breach, or apparent appreciation of the seriousness of the breach. Nor has there been any co-operation by Mr Corcoran to mitigate the consequences of his breach or genuine expression of remorse or sincere apology. I do not regard any of the matters raised in the 18 March email as qualifying as mitigation. The email sent to the court in advance of this hearing continues to evince an unwillingness to engage at all without any legal advice, and an unwillingness to provide any information based on the orders alone.

105. I note that sentences toward the top of the range were given for persistent breaches of the non-disclosure provisions, such as 21 months in the *JSC (No.2)* case and 24 months in *Thursfield*, even without breaches of the expenditure provisions. In *JSC BTA Bank v Ablyazov* [2012] EWCA Civ 1411, the Court of Appeal upheld at [106] a 22-month sentence where the contempts were described as "*multiple, persistent and protracted*" and which had included non-disclosure of assets and dealing with assets in breach of the order – and this was a case where there had been at least some compliance with the orders in question.

106. Rose J in *Pugachev* considered sentencing in the context of asset dissipation, rather than just disclosure breaches. In particular:

a) She emphasised that: "*There are a number of authorities which make clear where assets are dissipated in breach of a freezing injunction, an immediate prison sentence is necessary both to protect the applicant and to punish the defendant.*" [8];

b) She cited with approval the Court of Appeal's judgment in *Lightfoot v Lightfoot*, where it was held that the Courts should consider imposing a two year sentence when the contemnor was in continuing and wilful breach of Court orders. Rose J said the 22 month-sentence in *Ablyazov* was not specifically justified as against a sentence of 24 months, and was not a cap for future decisions to follow. She said that the Courts (as she did) should impose a maximum sentence for serious and wilful breaches [23, 27], and that the defendant could then try to replace the money and apply to reduce his sentence. [28];

c) Even in relation to "*relatively small amounts of money compared to the amounts at stake*" (car sales for under £100,000 each): "*they are still substantial sums and this was a cynical and deliberate breach of the court's order for which Mr Pugachev continued to deny responsibility and express no regret. The Applicants have been prejudiced by this breach by the dissipation of assets that they thought were protected and available for judgment…I consider that a sentence of 24 months is appropriate for this breach.*" [29];

d) She thus imposed a two year sentence just for the contempt in relation to the two car sales. The other contempts relating to dissipations led to similar sentences, running concurrently although subject to an overall two year maximum – see

> [33], where she concluded: "*In my judgment in a case where a freezing order is in force for a substantial period of time and covers a range of different assets, it is important that the defendant realises he will face punishment for each occasion on which he decided to breach the order and not that he should believe that once he has dissipated some assets there is nothing more to be lost by dissipating more because he will only face concurrent sentences in respect of breaches of the same order.*"

107. A broadly similar approach seems entirely suitable here:

a) There are multiple acts of contempt.

b) The disclosure contempts (Counts 9-20) are as serious as they can be. Each alone would justify a sentence close to the maximum. As regards the non-disclosures relating to proprietary assets I would tend to the view that a 24 month sentence would be justified for each of these alone.

c) The expenditure contempts (Counts 1-8) might each alone attract a sentence of somewhat short of 24 months – perhaps 21 or 22 months.

108. In addition the fact that I would sentence these contempts concurrently means that the total sentence would require an upward adjustment for totality. The way it is put at page 7 of the relevant Guideline is this:

> "Where concurrent sentences are to be passed the sentence should reflect the overall criminality involved. The sentence should be appropriately aggravated by the presence of the associated offences."

109. That amply justifies the conclusion that the appropriate overall sentence in this case is 24 months.

110. For completeness I therefore sentence Mr Corcoran to a custodial sentence composed of 24 months in relation to Count 13 with (i) concurrent sentences of 24 months for counts 14-16, (ii) concurrent sentences of 22 months for Counts 9-12 and 17-20; and (iii) concurrent sentences of 21 months for each of Counts 1-12.

111. As Mr Corcoran has not attended today, a warrant for his arrest will be issued. When he is apprehended, subject to any application under CPR 81.10, he will be committed to prison for a period of 24 months.

112. I have referred to CPR 81.10 which contains the rules for applying to discharge a committal order. In this connection and bearing in mind what has been said *inter alia* in *Solodchencko* at [56], I have considered whether I should indicate what portion of this sentence might be likely to be remitted if Mr Corcoran were to belatedly engage with the Injunctions, provide the asset disclosure which he has to date so signally failed to give and make good the dissipations.

113. Like Rose J in *Pugachev* I do not feel myself to be in a position to indicate how much of the sentence should be regarded as punitive and how much as coercive. However if Mr Corcoran were to do those things he would then be in a position to apply to the

Court to purge his contempt and reduce his sentence and the Court hearing that application would be looking at a very different situation to that which now confronts me and might well conclude that some reduction in the overall sentence was appropriate.

APPENDIX: ACTS OF CONTEMPT

Nationwide Expenditure

1. Counts 1(1)-(12): Mr Corcoran's breach of paragraph 6(2) of Injunction 3 by the 12 acts listed in ARH1 [44(a)-(l)] on the dates specified therein.

2. Counts 2(1)-(12): Mr Corcoran's breach of paragraph 6(2) of Injunction 4 by the 12 acts listed at ARH1 [44(a)-(l)] on the dates specified therein.

3. Counts 3(1)-(12): Mr Corcoran's breach of paragraph 6(2) of Injunction 5 by the 12 acts listed at ARH1 [44](a)-(l)] on the dates specified therein.

4. Counts 4(1)-(12): Mr Corcoran's breach of paragraph 6(2) of Injunction 6 by the 12 acts listed at ARH1 [44(a)-(l)] on the dates specified therein.

Coutts Expenditure

5. Counts 5(1)-(198): Mr Corcoran's breach of paragraph 6(2) of Injunction 3 by the expenditures/transfers highlighted in yellow in the bank statements referred to in ARH1 [45] on the dates specified therein.

6. Counts 6(1)-(198): Mr Corcoran's breach of paragraph 6(2) of Injunction 4 by the expenditures/transfers highlighted in yellow in the bank statements referred to in ARH1 [45] on the dates specified therein.

7. Counts 7(1)-(198): Mr Corcoran's breach of paragraph 6(2) of Injunction 5 by the expenditures/transfers highlighted in yellow in the bank statements referred to in ARH1 [45] on the dates specified therein.

8. Counts 8(1)-(198): Mr Corcoran's breach of paragraph 6(2) of Injunction 6 by the expenditures/transfers highlighted in yellow in the bank statements exhibited to ARH1 [45] on the dates specified therein.

Failure to Give Asset Disclosure

9. Count 9: Mr Corcoran's breach of paragraph 10(1) of Injunction 3 by failing to to inform XL's legal representatives within 72 hours of service of Injunction 3 (deemed served on 23 September 2017) or at all of any of his assets worldwide exceeding £10,000.

10. Count 10: Mr Corcoran's breach of paragraph 10(1) of Injunction 4 by failing to inform XL's legal representatives within 72 hours of service of Injunction 4 (deemed served on 10 October 2017) or at all of any of his assets worldwide exceeding £10,000.

11. Count 11: Mr Corcoran's breach of paragraph 10(1) of Injunction 5 by failing to inform XL's legal representatives within 72 hours of service of Injunction 5 (deemed served on 20 November 2017) or at all of any of his assets worldwide exceeding £10,000.

12. Count 12: Mr Corcoran's breach of paragraph 10(1) of Injunction 6 by failing to inform XL's legal representatives within 72 hours of service of Injunction 6 (deemed served on 30 November 2017) or at all of any of his assets worldwide exceeding £10,000.

Failure to Give Disclosure Relating to XL's Proprietary Assets

13. Count 13: Mr Corcoran's breach of paragraph 10(2) of Injunction 3 by failing to inform XL's legal representatives within 72 hours of service of Injunction 3 (deemed served on 23 September 2017) or at all of any of the information relating to XL's proprietary funds listed in sub-paragraphs 10(2)(a)-(c) of Injunction 3.

14. Count 14: Mr Corcoran's breach of paragraph 10(2) of Injunction 4 by failing to inform XL's legal representatives within 72 hours of service of Injunction 4 (deemed served on 10 October 2017) or at all of any of the information relating to XL's proprietary funds listed in sub-paragraphs 10(2)(a)-(c) of Injunction 4.

15. Count 15: Mr Corcoran's breach of paragraph 10(2) of Injunction 5 by failing to inform XL's legal representatives within 72 hours of service of Injunction 5 (deemed served on 20 November 2017) or at all of any of the information relating to XL's proprietary funds listed in sub-paragraphs 10(2)(a)-(c) of Injunction 5.

16. Count 16: Mr Corcoran's breach of paragraph 10(2) of Injunction 6 by failing to inform XL's legal representatives within 72 hours of service of Injunction 6 (deemed served on 30 November 2017) or at all of any of the information relating to XL's proprietary funds listed in sub-paragraphs 10(2)(a)-(c) of Injunction 6.

Failure to Provide an Asset Disclosure Affidavit

17. Count 17: Mr Corcoran's breach of paragraph 10(4) of Injunction 3 by failing to swear and serve on XL's legal representatives within 5 days of service of Injunction 3 (deemed served on 23 September 2017) or at all any affidavit setting out the asset disclosure information referred to at sub-paragraphs 10(1) and (2) of Injunction 3.

18. Count 18: Mr Corcoran's breach of paragraph 10(4) of Injunction 4 by failing to swear and serve on XL's legal representatives within 5 days of service of Injunction 4 (deemed served on 10 October 2017) or at all any affidavit setting out the asset disclosure information referred to at sub-paragraphs 10(1) and (2) of Injunction 4.

19. Count 19: Mr Corcoran's breach of paragraph 10(4) of Injunction 5 by failing to swear and serve on XL's legal representatives within 5 days of service of Injunction 5 (deemed served on 20 November 2017) or at all any affidavit setting out the asset disclosure information referred to at sub-paragraphs 10(1) and (2) of Injunction 5.

20. Count 20: Mr Corcoran's breach of paragraph 10(4) of Injunction 6 by failing to swear and serve on XL's legal representatives within 5 days of service of Injunction 6 (deemed served on 30 November 2017) or at all any affidavit setting out the asset disclosure information referred to at sub-paragraphs 10(1) and (2) of Injunction 6.