Neutral Citation Number: [2026] EWHC 2084 (KB)

Case No: QB-2021-000136

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 05/08/2026

Before:

THE HONOURABLE MR JUSTICE SWEETING

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Between:

(1) Domestic & General Group Limited **(2) Domestic & General Insurance PLC** **(3) Domestic & General Services Limited**	**Claimants**
- and -	
(1) Premier Protect Holdings Ltd **(2) Abdelhak Akayour** **(3) Apex Assure Ltd** **(4) Belal Ali** **(5) Home Protect 365 Ltd** **(6) Premier Protect 2654 SL** **(7) Rachid El Haddouchi** **(8) Hicham Alami** **(9) UK Service Plan Ltd** **(10) Mohamed Anoir Dhimi** **(11) Mohammed Zakria Khan**	**Defendants**

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Nicholas Goodfellow and **Stuart Sanders** (instructed by **Domestic & General Group Limited**) for **Claimants (1)-(3)**
Helen Pugh and **Jeremy Scott-Joynt** (instructed by **Janes Solicitors**) for **Defendant (4)**
Michael Uberoi KC (instructed by **Janes Solicitors**) for **Defendant (10)**
Defendants (1)-(3), (5-9) and **(11)** did not take part in these proceedings

Hearing dates: 27th April – 1st May 2026

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Approved Judgment

This judgment was handed down remotely at 11:30am on 05/08/2026 by circulation to the parties or their representatives by e-mail and by release to the National Archives.

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THE HONOURABLE MR JUSTICE SWEETING

MR JUSTICE SWEETING:

Introduction

1. These proceedings arise out of long-running litigation concerning the sale and marketing of domestic appliance warranty products. The substantive action was tried before Lavender J. The causes of action relied on included causing loss by unlawful means and unlawful means conspiracy.

2. The Claimants are well-known providers of appliance insurance and service-plan products. Their case is that a number of businesses operating in that sector, including Premier Protect Holdings Ltd ("Premier Protect"), Apex Assure Ltd ("Apex Assure" or "Apex") and later UK Service Plan Ltd ("UKSP"), sought to obtain customers by making fraudulent misrepresentations during telephone sales calls. The principal allegation was that callers falsely represented, either expressly or by implication, that they were from the Claimants ("D&G") or were otherwise associated with D&G or the customer's existing "provider". The Claimants contend that this "association misrepresentation" was designed to persuade consumers that the caller was contacting them in relation to existing cover, thereby making them far more receptive to purchasing unnecessary replacement cover.

3. The central allegation throughout the proceedings has been that the businesses involved were not genuinely independent enterprises but successive incarnations of substantially the same operation. The Claimants allege that the business was initially conducted through Premier Protect and Home Protect 365 Ltd ("Home Protect"), controlled by Mr Abdelhak Akayour, then continued through Apex Assure Ltd, controlled by Mr Belal Ali, and later through UKSP, controlled by Mr Mohamed Anoir Dhimi.

4. Thus the Claimants' case was that the underlying operation changed corporate form over time whilst continuing substantially the same trading model. They allege that Premier Protect and Home Protect conducted the original cold-calling campaign from around mid-2019. Apex Assure was incorporated in July 2020 with Mr Ali as its sole director and shareholder and, according to the Claimants, became the successor vehicle to Premier Protect. The Defence served on behalf of Premier Protect, Apex Assure, Mr Akayour and Mr Ali expressly admitted that Apex Assure was the successor business to Premier Protect.

5. The Claimants later alleged that, after the commencement of proceedings and following an injunction granted in January 2021, the business re-emerged again through UKSP. They contend that UKSP was effectively a "phoenix" company established to continue substantially the same operation in a different corporate form.

6. The present proceedings are not concerned with the merits of the underlying claims as such, but with allegations that two individuals, Mr Ali and Mr Dhimi, engaged in conduct amounting to contempt of court.

7. The applications concern two broad categories of alleged contempt. First, the Claimants allege that statements made in the course of the underlying litigation, and verified by statements of truth, were false and were made without an honest belief in their truth. Those allegations are directed against both Mr Ali and Mr Dhimi. Secondly, the Claimants allege breaches of, and participation in breaches of, the order made by the

court on 21 January 2021. Those allegations are directed against Mr Ali in connection with his role in relation to Apex Assure and the activities subsequently carried on by that company.

8. Although the allegations are numerous and the evidential material substantial, the issues ultimately requiring determination can be stated relatively shortly.

9. In relation to the allegations concerning false statements, the central questions are whether the statements identified by the Claimants were in fact false, whether Mr Ali and/or Mr Dhimi lacked an honest belief in their truth when they were made, and whether the court can be satisfied of those matters to the criminal standard of proof.

10. In relation to the allegations concerning the order of 21 January 2021, the principal issues are whether Apex acted in breach of the order, whether Mr Ali knowingly encouraged, facilitated or participated in any such breach, and whether (subject to the argument referred to in the following paragraph), as the individual exercising control over Apex, he failed to take reasonable steps to secure compliance with the order.

11. A further issue, which occupied a significant part of the legal argument at the hearing, concerns the proper legal characterisation of the contempt alleged. The Claimants contend that the allegations concerning the January 2021 order engage principles of both civil and criminal contempt. Mr Ali submits that the pleaded case is confined to criminal contempt based upon intentional encouragement or procurement of a breach and cannot now be reformulated as a case based upon a director's failure to secure compliance with an order binding upon a company under his control.

12. There are also important evidential questions common to both Defendants. The Claimants rely extensively upon documentary material, contemporaneous records, witness evidence and hearsay evidence derived from customers, former employees and Trading Standards investigations. Both Defendants challenge aspects of that evidence and contend that the inferences relied on by the Claimants cannot properly be drawn. In addition, neither Mr Ali nor Mr Dhimi gave oral evidence at the hearing, giving rise to submissions concerning the extent to which adverse inferences may properly be drawn against them as a result.

The Liability Trial

13. The substantive trial took place in early 2024. Because Mr Ali had been debarred, he did not participate as a trial witness. A Trading Standards officer, Mr Peerless-Mountford, gave evidence for the Claimants. Mr Dhimi gave evidence concerning the origins and operation of UKSP.

14. Judgment in favour of the Claimants was handed down in October 2024 ("the Liability Judgment"). Following that judgment, the Claimants commenced the present, further contempt proceedings against Mr Ali and Mr Dhimi. Lavender J gave permission in June 2025 and recused himself. These proceedings focus not merely upon non-compliance with court orders but upon allegations that false evidence was deliberately given in an attempt to obstruct the administration of justice.

The Liability Judgment of Lavender J

15. Before turning to the substantive allegations of contempt, I should address the relevance of the judgment of Lavender J following the liability trial.

16. It was common ground that the contempt allegations fall to be determined afresh and to the criminal standard of proof. The Claimants accepted, consistently with the approach identified by Lavender J at the permission hearing, that they could not simply rely upon findings of fact made at the liability trial as determinative of issues arising on these contempt applications. It remains necessary for the court conducting the contempt hearing to be satisfied beyond reasonable doubt of the facts said to constitute the contempt alleged.

17. The position adopted by the Claimants was that the Liability Judgment was admissible as part of the background and procedural history of the litigation, but that the allegations of contempt had nevertheless to be proved on the evidence adduced in these proceedings. That reflected the recital to Lavender J's order of 26 June 2025, in which he declined to rule that the Liability Judgment was inadmissible whilst recording the Claimants' confirmation that they would not place weight on findings of fact which had to be decided afresh at the contempt hearing.

18. In my judgment that was the correct approach. The Liability Judgment forms part of the history of the litigation and provides important context. It explains the nature of the underlying claims, the issues which arose between the parties and the procedural course which led to the present applications. It is therefore admissible for those purposes. However, it is not evidence of the truth of the facts found therein for the purposes of determining whether either Defendant has committed contempt. Those questions must be answered by reference to the evidence properly before me at this hearing and by applying the criminal standard of proof.

19. Accordingly, whilst I have read and considered the Liability Judgment, I have approached the present applications on the footing that I must reach my own conclusions upon the evidence adduced in these proceedings. To the extent that findings made by Lavender J coincide with conclusions which I reach, that is because I am satisfied of those matters on the evidence before me and not because I regard myself as bound by the earlier findings. Conversely, if I am left in doubt on any issue material to the alleged contempt, the existence of findings in the Liability Judgment cannot fill that evidential gap. The burden throughout remains upon the Claimants to establish the allegations beyond reasonable doubt.

20. It is also necessary at the outset to distinguish between the positions of the two Defendants. Although the Claimants advance contempt allegations against both Mr Ali and Mr Dhimi, the allegations are not identical. The case against Mr Ali is broader in scope and encompasses both the allegations concerning false statements of truth and the allegations arising out of the alleged breach of the order of 21 January 2021, including his alleged involvement in, encouragement of, or responsibility for conduct said to have been carried on through Apex Assure. The case against Mr Dhimi is narrower and is concerned principally with statements made by him in the course of the underlying proceedings which the Claimants allege were false and made without an honest belief in their truth. It follows that although some of the relevant factual background is common to both Defendants, the allegations against each must be considered separately and on their own merits.

21. It is, moreover, important to avoid treating the position of one Defendant as determinative of the position of the other. The evidence relating to Mr Ali and Mr Dhimi is not identical, the allegations are not co-extensive, and the court must evaluate separately whether the Claimants have established, to the criminal standard of proof, each of the allegations advanced against each Defendant.

The January 2021 Injunction

22. In January 2021 D&G commenced these proceedings and obtained an interim injunction. The order prohibited the continuation of the alleged misrepresentations and required the preservation and disclosure of important categories of material, including recordings of sales calls, transcripts and training materials or scripts used to train sales staff.

23. A striking feature of the case from the outset was that much of the evidence concerning the operation of the businesses lay exclusively within the Defendants' control. The Claimants therefore sought early disclosure to establish how the sales operations functioned in practice.

24. Mr Ali responded by advancing what the Claimants describe as the "third party call centre façade". His position was that Apex itself had never made "outbound" sales calls, had not created scripts or training materials, and had outsourced all relevant calling activity to overseas call centres. On that basis, he maintained that Apex had little or no responsive material to disclose.

25. It would be fair to say that the court regarded aspects of that explanation with scepticism. Further orders were made requiring additional evidence explaining Apex's arrangements and what steps had been taken to comply with the injunction and preservation obligations. Mr Ali subsequently produced a detailed affidavit asserting that Apex relied on a chain of overseas call-centre providers based in South Africa, Morocco and India. According to that account, both lead-generation and "verification" calls were conducted offshore.

26. The Claimants allege that the January 2021 injunction did not stop the prohibited conduct. They rely upon large numbers of consumer complaints received after the injunction, together with call recordings and transcripts, which they say demonstrate that callers continued to make the association misrepresentation. According to the Claimants, the complaints show that customers continued to believe that callers were connected with the Claimants or their existing protection provider.

27. The scale of the underlying business was substantial. The Claimants drew attention to an ICO penalty notice which recorded that more than two million calls were made from Apex Assure telephone numbers during a six-month period in 2021.

28. As the litigation progressed, substantial disclosure difficulties arose. Because the Claimants' claims concerned calls made to thousands of consumers, the Court established a process involving customer lists, common customer lists and sample customer groups. Compliance with disclosure obligations therefore depended upon the Defendants providing accurate information about their customer bases. The Claimants contend that there were repeated failures in this respect.

29. Mr Akayour failed to comply with disclosure obligations and was eventually debarred from defending the proceedings. Mr Ali and Apex Assure failed to provide customer information required by court orders and were likewise debarred. Their failures subsequently became the subject of contempt proceedings.

30. In December 2023 Cotter J found Mr Akayour and Mr Ali in contempt of court arising from breaches of disclosure-related orders. Sentencing was adjourned pending determination of the substantive liability trial.

The Trading Standards Search Warrant

31. The course of the litigation changed significantly in May 2021, when Trading Standards executed a search warrant at premises on the second floor of 127 Gloucester Road, Brighton. Mr Ali was present during the search.

32. The raid produced extensive documentary and electronic material, including hard-copy sales scripts, including scripts headed "Apex Assure"; questionnaires completed by individuals present at the premises recording that they worked for Apex and had been provided with scripts; and business documents linking later trading entities to the earlier businesses. Metadata on a number of UKSP documents identified them as having originated from templates labelled "PP365 letterhead", suggesting continuity between ostensibly separate businesses.

33. The Claimants' case is that this material fundamentally contradicted Mr Ali's account. The documents suggested that sales activity was being conducted from the Gloucester Road premises, that scripts were in active use and that the operation was not merely dependent upon independent offshore call centres. The Claimants suggest that if not for the Trading Standards investigation the true position might never have been discovered. I consider the detailed evidence in relation to the execution of the search warrant and what was found in later sections of this judgment.

Emergence of UKSP

34. After the injunction had been obtained, Apex ceased trading. The Claimants contend, however, that the underlying business simply re-emerged through UKSP. It alleges that UKSP was formed to continue substantially the same operation under a different name and that the conduct prohibited by the injunction effectively continued.

35. Mr Dhimi, who became associated with UKSP, presented UKSP as an independently established business. The Claimants characterise this as the "independent business façade". They rely upon material recovered during the Trading Standards investigation and subsequent disclosure to argue that UKSP was closely linked to the predecessor businesses and to Mr Ali.

36. The Claimants further allege that Mr Dhimi gave false evidence by understating his relationship with Mr Ali and by denying meaningful business connections between himself, UKSP and the earlier entities.

The Present Contempt Allegations

37. Following the liability judgment, the Claimants made further and more serious contempt applications.

38. Unlike the earlier contempt findings, which concerned failures to comply with disclosure orders, the present applications focus upon alleged interference with the administration of justice itself.

39. In broad terms, the Claimants allege three interconnected forms of misconduct:

i) Deliberate non-compliance with disclosure and preservation obligations imposed by court orders.

ii) The knowing giving of false evidence, particularly by Mr Ali regarding Apex's sales activities, scripts and customer base, and by Mr Dhimi regarding UKSP's independence and his relationship with Mr Ali.

iii) Continuing breaches of the injunction regime, with the business allegedly continuing through successor entities notwithstanding the court's orders.

40. The present contempt applications are therefore brought against a lengthy procedural history in which the Claimants allege a fraud on consumers, the concealment of documents, the creation of successor entities, and repeated attempts to mislead both the Claimants and the court about how the businesses were really operating and to disguise the fact that the Defendant traders carried on the same business through a succession of companies. A brief overview of the companies is as follows.

41. Premier Protect was incorporated in April 2019. It was owned and controlled by the Second Defendant, Mr Akayour. A separate company called Home Protect was set up at the same time also by Mr Akayour.

42. Apex Assure was incorporated on 16 July 2020. It was owned and controlled by Mr Ali, the Fourth Defendant. He was registered as its sole director and shareholder. It is alleged that Apex took over the business that had been carried on by Premier Protect and Home Protect in around November 2020.

43. Service Home Plan ("SHP") was incorporated on 23 February 2021. Its sole shareholder and director was Hesham Alouat.

44. UKSP was incorporated on 25 February 2021 by Mr Dhimi, the Tenth Defendant, its sole shareholder. It is alleged that UKSP was set up to continue the business of the companies above.

45. Also relevant was the company Premier Protect 365 SL, incorporated in Spain in 29 June 2016 and originally named as Payment Solutions SL. Its name was changed to Services Home Plan Protect SL on 17 May 2019 and to Premier Protect 365 SL on 2 October 2019.

46. The grounds of contempt against Mr Ali and Mr Dhimi can be summarised as follows:

i) Mr Ali interfered with the due administration of justice by knowingly making false statements in documents verified by statements of truth. These were referred to in shortened form as:

a) The "scripts" statements; and

b) The "sales calls" statements.

ii) Mr Ali knowingly assisted in a breach of a Court Order dated 21 January ("21 January 2021 Order") which contained an interim injunction made against Apex.

iii) Mr Dhimi interfered with the due administration of justice by knowingly making false statements in documents verified by statements of truth and by tendering false oral evidence at trial.

Admissibility Ruling

47. Before the hearing of evidence, I was required to determine a number of objections raised by Mr Ali concerning the admissibility of evidence obtained by Brighton and Hove Trading Standards and relied upon by the Claimants in support of the contempt applications. The issues principally concerned the admissibility of the Trading Standards material obtained during the investigation into the Defendants' activities, including material recovered during the search of 127 Gloucester Road, Brighton, and the Claimants' application for permission to rely upon the supplemental affidavit of Mr Peerless-Mountford dated 13 March 2026 and its exhibits.

48. Mr Ali argued that Trading Standards had acted unlawfully in disclosing the material to the Claimants. In particular, he contended that the disclosure gateway contained in section 241A of the Enterprise Act 2002 did not apply because the underlying proceedings were not proceedings brought by consumers. He further contended that, absent the statutory gateway, disclosure was precluded by duties of confidentiality, data protection obligations and the principle derived from *Marcel v Commissioner of Police of the Metropolis* [1992] Ch 225 ("the *Marcel* principle").

49. I rejected those submissions. I held that the statutory gateway did apply because the underlying causes of action depended upon proof of fraudulent misrepresentations made directly to consumers and therefore related to, and arose out of, consumers' legal rights. Although the Claimants themselves were not consumers, the legal rights of consumers formed a necessary element of the causes of action pursued at trial. I further held that the gateway extended to the present contempt proceedings because contempt proceedings are properly regarded as an integral part of the enforcement of the underlying proceedings rather than as wholly separate litigation.

50. I also rejected the objections founded on data protection legislation and the *Marcel* principle. A substantial part of the material had already entered the public domain during the liability trial in January and February 2024, when Mr Peerless-Mountford gave evidence in open court and his evidence and exhibits became public documents under the principle of open justice. In those circumstances, the confidentiality concerns relied upon by Mr Ali did not arise in the manner contended for.

51. In any event, I held that even if Trading Standards had erred in its approach to disclosure, such an error would not justify excluding highly relevant evidence. Any error would have been made in good faith and fell far short of the degree of impropriety required before a civil court would exclude otherwise admissible evidence. I also

observed that the Claimants' dependence upon third party evidence arose in large measure because of the Defendants' own disclosure failures in the underlying proceedings.

52. I further held that Mr Ali faced the additional difficulty that, by a consent order dated 22 September 2025, he had previously agreed that the Claimants should be permitted to rely upon the evidence contained in and exhibited to Mr Peerless-Mountford's affidavit. No application had been made to vary that order and no material change of circumstances had been identified.

53. A separate objection concerned the proposed reliance upon a written statement voluntarily provided by Mr Ali to Trading Standards during the investigation. I rejected the contention that reliance upon the statement infringed his privilege against self-incrimination or his right to silence. Mr Ali had been advised of his rights, elected to provide the statement voluntarily, and could not subsequently complain if that statement was relied upon in committal proceedings

54. Finally, I considered the Claimants' reamendment application seeking permission to rely upon Mr Peerless-Mountford's supplemental affidavit and exhibits. I rejected the submission that the application was impermissibly late or represented an improper attempt to answer undeployed evidence. The amendment did not alter the substantive allegations of contempt, was made sufficiently in advance of trial, and introduced limited but potentially significant documentary evidence directly relevant to the issues in dispute.

55. Accordingly, I rejected all of Mr Ali's admissibility objections. I granted the Claimants permission to rely upon Mr Peerless-Mountford's supplemental affidavit and exhibits and admitted the Trading Standards evidence in its entirety. I further indicated that Mr Ali would be permitted to adduce responsive evidence should he choose to do so.

The Legal Framework

56. Although the parties advanced markedly different submissions on the factual evidence, there was substantial agreement as to the legal principles applicable to the contempt applications.

The Burden and Standard of Proof

57. It was common ground that the burden of proof lay on the Claimants and that each allegation of contempt had to be established to the criminal standard. Thus CPR 81.4(o) provides that a court:

> "…will only find the defendant in contempt if satisfied beyond reasonable doubt of the facts constituting contempt and that they do constitute contempt."

58. This standard of proof applies to the essential ingredients of every allegation of contempt. It does not extend to every piece of evidence relied upon to prove an element by inference: *Shepherd v The Queen* (1990) 170 C.L.R. 573 (HCA), at 579–580 (approved in *JSC BTA Bank v Ablyazov* [2013] 1 W.L.R. 1331 at [51-52]). It is the conclusion that must be proved to the criminal standard.

59. It was also common ground that, where the case depended substantially upon inference and circumstantial evidence, the court was entitled to draw inferences from proved facts but could only find contempt if the inference relied upon was the only reasonable inference consistent with the evidence. If after considering the evidence the court concludes that there is more than one reasonable inference to be drawn and at least one of them is inconsistent with contempt, the Claimants fail: *Daltel Europe Ltd v Makki* [2005] EWHC 749 (Ch) at [30] per David Richards J (followed by Teare J in *JSC BTA Bank v Ablyazov (No 8)* [2012] EWHC 237 (Comm) at [8]).

False Statements

60. The Claimants relied upon the making of false statements including in documents verified by a statement of truth as an act of contempt. CPR 32.14 provides:

> "Proceedings for contempt of court may be brought against a person who makes or causes to be made a false statement in a document, prepared in anticipation of or during proceedings and verified by a statement of truth, without an honest belief in its truth."

61. It is generally accepted that this form of contempt is in effect a particular species of the contempt of interference with the administration of justice (see *Malgar Ltd v RE Leach Engineering Ltd* [2000] FSR 393).

62. As to what the Claimants must show in order to prove this contempt, I was referred to various caselaw (*AXA Insurance UK Plc v Rossiter* [2013] EWHC 3805 (QB) (Stewart J); *Daltel* at [74], [81]; *Advantage Insurance Co Ltd v Harris* [2024] 1 WLR 4135, per Judge Russen KC at [39]). The relevant steps are:

i) The statement in question is false;

ii) The maker of the statement had no honest belief in its truth;

iii) The statement has or, if persisted in would be likely to have, interfered with the course of justice in some material respect; and

iv) At the time it was made, the maker of the statement knew that it was likely to interfere with the course of justice.

63. As to the state of mind required; in *Malgar*, Sir Richard Scott VC held (in respect of the making of false disclosure statements) that for an individual who has done acts which equate to interference with the course of justice to be liable for contempt, an appropriate state of mind must be shown, and that it must be shown (to the criminal standard) that the individual knew that what he or she was saying was false and that his or her false statement was likely to interfere with the course of justice.

64. Recklessness, in a certain sense, can suffice. In *Berry Piling v Sheer Projects* [2013] EWHC 347 (TCC) at [30](c), Akenhead J found that:

> "[28] On balance, I conclude that it can be contempt of court for a witness to make a statement, supported by a statement of truth recklessly, that is, saying something which it can be proved

> beyond reasonable doubt that he or she consciously has no idea whether it is right or wrong." [emphasis added]
>
> …
>
> [30(c)] Optimism or even carelessness in the making of statements … will not be sufficient to establish that a party deliberately or recklessly made a misstatement."

65. Whipple J (as she then was), citing *Berry Piling* at [27], concluded in *Newson-Smith v Al Zawawi* [2017] EWHC 1876) at [12] that:

> "…There must be a subjective element – that is, a conscious engagement with the issue which is the subject of the statement – before it can be said that the statement, if it turns out to be untrue, was made recklessly and thus without an honest belief in its truth. Anything less than conscious engagement is likely to amount to mere carelessness…"

66. In *Norman v Adler* [2023] EWCA Civ 785, the Court of Appeal rejected the proposition that the requisite *mens rea* would be present if a defendant had refused to apply his mind to the questions posed as to the truth of the statement. Thirwall LJ found at [73]:

> "This reasoning underlines the need for the alleged contemnor to know that what he is saying is not true. It is not sufficient to say that the contemnor did not care whether what he said was true or not. It must first be proved to the requisite standard that he knew that he did not know whether what he said was true or not." [emphasis added]

67. Thus an allegation of contempt cannot be satisfied by the proposition that the defendant simply did not confirm the truth of his statement for himself or did not turn his mind to its truthfulness. His carelessness or negligence as to its truth will not suffice. Absent proof of knowledge, he must be proved to be reckless in that, at the least, he knew he lacked an honest belief in the truth of his statement.

68. There were three principal areas of disagreement.

Hearsay Evidence

69. The first concerned hearsay evidence. Ms Pugh on behalf of Mr Ali, accepted that hearsay evidence is, in principle, admissible in contempt proceedings by virtue of the Civil Evidence Act 1995. However, she submitted that contempt proceedings are quasi-criminal in nature, engage Article 6 rights and require particular caution where the case depends substantially upon statements from individuals who are not called to give evidence and cannot be cross-examined. She relied upon authorities including *Daltel* and the Grand Chamber decision in *Al-Khawaja v United Kingdom* [2012] 54 EHRR 23, in support of the submission that, where hearsay evidence is central or decisive, the court must subject it to particular scrutiny and, in an appropriate case, should either exclude it or place little weight upon it.

70. Ms Pugh contended that the Claimants' case depended heavily upon hearsay material, including employee questionnaires, customer questionnaires, notes of interviews conducted by Trading Standards officers, statements provided by solicitors on behalf of potential witnesses, consumer complaints and material obtained through the Trading Standards investigation. She submitted that the inability to test the reliability of those sources through cross-examination significantly reduced their evidential value.

71. The Claimants' relied upon *Daltel* as establishing that contempt proceedings in the High Court are civil proceedings for the purposes of the Civil Evidence Act 1995 and that hearsay evidence is not inadmissible merely because it is hearsay. They submitted that questions concerning hearsay generally go to weight rather than admissibility. The Claimants further argued that much of the hearsay evidence came from apparently independent sources, was supported by contemporaneous documents and fitted into a broader body of documentary and circumstantial evidence. Accordingly, the court was capable of assessing its reliability and deciding what weight should properly be attached to it.

72. In substance, therefore, the parties were not divided on the proposition that hearsay evidence may be received. Rather, their disagreement concerned the significance that should be attached to such evidence and the extent to which findings of contempt could safely be founded upon it when considered alongside the remainder of the evidence.

Civil and Criminal Contempt

73. The second area of disagreement concerned the proper characterisation of the allegation that Mr Ali had assisted in the breach of the order of 21 January 2021.

74. The modern law recognises that contempts of court are traditionally divided into civil contempts and criminal contempts. The distinction depends not upon the court in which the conduct occurs, but upon the nature of the conduct itself and the interests which the law seeks to protect. A contempt occurring in the course of civil proceedings may nevertheless be criminal in nature, whilst a contempt arising from an order made in criminal proceedings may be civil in character. The question is one of substance rather than form.

75. The essential distinction was explained by the Supreme Court in *R v O'Brien* [2014] UKSC 23, and has been reiterated in a number of subsequent authorities. Civil contempt is concerned principally with disobedience to the orders of the court. Conduct which is not itself a criminal offence may nevertheless constitute a contempt because it involves a failure to comply with obligations imposed by the court. The purpose of the jurisdiction is to uphold the authority of the court and to ensure compliance with its orders. Criminal contempt, by contrast, is concerned with conduct involving a sufficiently serious interference with the administration of justice. It protects the public interest in the proper administration of justice rather than the private interests of individual litigants.

76. A civil contempt most commonly arises where a party breaches an injunction, fails to comply with a mandatory order, or acts in disregard of an undertaking given to the court. The contempt lies in disobedience to the court's command. In such a case the court is not concerned with whether the conduct would otherwise amount to a criminal offence. Rather, the contempt arises because the court's order has not been obeyed.

77. The constituent elements of civil contempt based upon breach of an order are well established. The applicant must prove, to the criminal standard, that the alleged contemnor had notice of the order, that the order was breached, and that the alleged contemnor knew the facts which rendered his conduct a breach. However, it is generally unnecessary to prove that the alleged contemnor intended to breach the order or appreciated that his conduct was unlawful. Once knowledge of the order and the relevant facts is established, liability does not ordinarily depend upon proof of a specific intention to disobey the court.

78. Criminal contempt is different in both its juridical basis and its mental element. The gravamen of the offence is an interference, or threatened interference, with the due administration of justice. Examples include intimidating witnesses, interfering with litigation, destroying evidence with the intention of frustrating proceedings, or knowingly making false statements in documents verified by statements of truth. Conduct of that kind is viewed as an affront to the administration of justice itself.

79. The test for criminal contempt is distinct from that for civil contempt. As Adam Johnson J put it in *Ocado v McKeeve* [2022] EWHC 2079 (Ch) at [131(ii)] (basing his formulation on the Supreme Court's decision *in Attorney-General v Crosland* [2021] UKSC 15, [2021] 4 WLR 103):

> "Criminal contempt is different. The essence of this form of contempt is wilful intention to interfere with the due administration of justice. There are two elements. The actus reus involves the Claimant showing that the Defendant's acts have in fact interfered with the due administration of justice. The *mens rea* is contingent on proof of a specific intention to interfere with the administration of justice, although intent may be inferred and is different to motive ..."

80. In cases of criminal contempt founded upon interference with the administration of justice, it is ordinarily regarded as necessary to establish an intention to impede or prejudice the administration of justice, or at least knowledge that such interference is likely to occur. I proceed on the basis that this is a requirement in relation to criminal contempt in this case.

81. I note that recent guidance in relation to criminal contempt was given by the Court of Appeal in *BHP Group (UK) Ltd v Municipio de Mariana* [2026] EWCA Civ 294 where Popplewell LJ stated, without deciding the issue, that "it may well be" necessary to show that the alleged contemnor intended to interfere with the administration of justice [49]:

> "Drawing the strands together I would state the relevant principles as follow:
>
> (1) A criminal contempt involves an interference with the public interest in the administration of justice. Such interference will typically take one of the three forms identified by Lord Diplock in *A-G v Times Newspapers*. (2) Save in cases where the strict liability rule in the common law is preserved by the Contempt of Court Act 1981 , or may

continue to apply in exceptional cases, which are not here relevant, it may well be necessary to show that the alleged contemnor intended to interfere with the interests of justice (see *A-G v Newspaper Publishing Plc* , at pp. 374H, 383B-C), although the point is not free from controversy (see *Arlidge*, Eady & Smith on Contempt 5th edn at 11-23 to 11-35) and since it does not affect the outcome in this case I would not want to be taken to be deciding it.

(3) The conduct need not have the effect of interfering in the administration of justice so long as it gives rise to a sufficient risk that it will do so; it is no answer to a charge of contempt to say that the intended interference has not succeeded: see *Attorney General v English* [1983] 1 AC 116 at p.141F; *Raymond v Honey* at p.10; and Attorney General v Crosland at [22]. Witness intimidation is a contempt even if the witness is not in fact deterred from giving evidence. Here, on the Strike Out Application, the IBRAM Claim must be treated as being for the purpose alleged, namely for the purpose of preventing the MCs from pursuing their claims against BHP at all in the TCC proceedings. Had the interim or final relief been granted and complied with, which is what BHP was seeking to achieve, the MCs' claim against BHP in this jurisdiction would have come to an end. That was the intended effect of the conduct alleged to constitute the contempt, of which there was at the lowest a serious risk and substantial possibility.

(4) One type of conduct which falls within the scope of the contempt jurisdiction is the taking of steps to hinder or prevent a litigant from pursuing their claim: A-*G v Times Newspapers* in the passages cited above; *Raymond v Honey* at p. 10E. So it is a criminal contempt physically to restrain a litigant from attending court to vindicate their right, to take the example given by Lord Simon in *A-G v Times Newspapers* at p. 317D. So too it is a contempt to do so by threats, intimidation or bribery or other unlawful means (*Smith v Lakeman, Re Mulock, A-G v Times Newspapers*). The decision of the Court of Appeal in *Attorney General v Hislop* [1991] 1 QB 514 affords a modern example of a case in which conduct of defendants intended to deter the claimant from pursuing her claim against them was held to amount to a criminal contempt.

(5) However not all steps aimed at hindering or preventing a claimant from pursuing a claim will amount to a contempt. A defendant or non-party may properly seek to deter a litigant from commencing or pursuing a claim by forms of coercive pressure (*A-G v Times Newspapers*). Mediation and settlement discussions provide an obvious example of conduct

> which would not ordinarily amount to contempt, and other aspects of the normal conduct of litigation are given as examples in *A-G v Hislop* at p. 233G.
>
> (6) The dividing line is not to be drawn by a distinction between conduct which is intrinsically lawful and that which is intrinsically unlawful: *R v Kellett* and *A-G v Martin* .
>
> (7) The dividing line is to be drawn by determining whether the conduct is improper even if it would otherwise be lawful. Conduct which is improper and carries a sufficient risk of interference with the administration of justice is a criminal contempt, and can be rendered a contempt by the purpose being improper even if it would be lawful but for that purpose. The test is best stated by use of a single adjective 'improper', shorn of the language of what is fair, reasonable or moderate. Improper is a word which suits a characterisation of the boundary between what is and is not criminalised, and this was one way in which the test was expressed and applied in *A-G v Martin* . It is the test in s. 21(1)(b) of the Theft Act 1968 as to when threats are criminal for the purposes of the law of blackmail, where it is not confined to that which is unlawful: see *R v Harvey* (1981) 72 Cr. App. R. 139 . It was the word used to characterise the offending conduct in *A-G v Hislop* at p. 230B.
>
> (8) Conduct may be undertaken for mixed motives or purposes. The *mens rea* of intent to interfere with the administration of justice is made out if that is an intent; it need not be the sole intent. So in determining whether the purpose of conduct is such as to render it sufficiently improper to give rise to a criminal contempt, it is sufficient if one of its purposes does so. It is not necessary that the improper purpose be the sole or dominant purpose or motive for undertaking the conduct in question: *Attorney General v Butterworth, R v* Kellett and *A-G v Newspaper Publishing* supra."

82. Although the distinction between civil and criminal contempt remains important, there are also significant common features. Regardless of classification, contempt proceedings expose the respondent to punitive sanctions, including imprisonment. For that reason, the criminal standard of proof applies to all allegations of contempt. The court must be satisfied so that it is sure of the facts constituting the contempt alleged. Proceedings for civil contempt are therefore frequently described as "quasi-criminal" in nature.

83. Correspondingly, respondents in contempt proceedings enjoy important procedural protections. The allegations must be clearly and precisely identified. The burden of proof rests upon the applicant throughout. The respondent has the right to remain silent, although adverse inferences may in an appropriate case be drawn from the exercise of that right. The requirement for fairness reflects the seriousness of the sanctions which may follow a finding of contempt.

84. The distinction may also become less straightforward where the alleged contemnor is not himself the person directly bound by an order. The authorities recognise that directors, officers and others responsible for the affairs of a company may, in appropriate circumstances, be liable for contempt arising from the company's breach of an order. Equally, a person who knowingly assists or encourages a breach of an order may commit contempt. The precise basis of liability depends upon the manner in which the case is pleaded and the facts established.

85. Mr Ali submitted that the application in relation to breach of the injunction alleged only a criminal contempt based upon intentionally encouraging Apex Assure's breach of the injunction. He argued that no case of civil contempt had been pleaded and that it was impermissible for the Claimants, by skeleton argument and oral submissions, to recast their case as one based upon a director's failure to take reasonable steps to secure compliance with the order.

86. The Claimants' position was different. They accepted that they alleged criminal contempt, but contended that the pleaded allegation of encouragement and assistance was sufficiently broad also to encompass civil contempt based upon the well-established principles governing the liability of a director whose company breaches a court order; *A-G of Tuvalu v Philatelic Distribution Corp Ltd* [1990] 1 W.L.R. 926 at 936:

> "Where a company is ordered not to do certain acts…and a director of that company is aware of the order, he is under a duty to take reasonable steps to ensure that the order or undertaking is obeyed, and if he wilfully fails to take those steps and the order or undertaking is breached he can be punished for contempt. We use the word "wilful" to distinguish the situation where the director can reasonably believe some other director or officer is taking those steps."

87. On that analysis, the allegation extended both to active assistance and to a failure, as sole director, to take reasonable steps to ensure compliance.

88. The Claimants submitted that the allegations arising from the order of 21 January 2021 were not properly characterised as exclusively criminal contempts. Whilst they alleged that Mr Ali knowingly facilitated, encouraged and participated in conduct contrary to the order, they contended that the case also engaged well-established principles governing liability for breach of an injunction by a company acting through those who direct and control its affairs.

89. The Claimants submitted that Apex Assure's conduct after the making of the order constituted a continuing breach of the injunction. They contended that Mr Ali was not merely a passive observer of that conduct but was the sole director and controlling mind of the company through which the prohibited activities were allegedly carried on. In those circumstances, they argued, liability could arise not only because he actively assisted or encouraged the conduct in question, but also because he failed to take reasonable steps to secure the company's compliance with the order.

90. The Claimants further submitted that there was no sharp distinction between those two aspects of their case on the facts. Their primary contention was that Mr Ali exercised

effective control over Apex and was aware of the nature of the activities being undertaken. If that were established, they argued, the evidence was capable both of supporting a finding that he knowingly participated in conduct contrary to the order and of supporting a finding that he failed to discharge his obligations as the individual responsible for ensuring that the company complied with the order.

91. The Claimants therefore rejected the suggestion that their case involved an impermissible change of position. They submitted that the application, properly understood, alleged that Mr Ali was responsible for the continuation of the prohibited conduct through Apex after the making of the injunction. Whether analysed as a case of knowing encouragement or assistance, or as a case of responsibility for a company's non-compliance with an order binding upon it, the essential factual allegations remained the same.

92. Against that legal background, the parties' dispute in the present case was not so much about the existence of the distinction itself as about the proper characterisation of the allegations concerning the order of 21 January 2021. The Claimants contend that those allegations engage principles associated both with civil contempt, in the sense of responsibility for a company's breach of an order, and with criminal contempt, in the sense of knowingly encouraging or facilitating conduct contrary to the order. Mr Ali submits that the application pleads only a criminal contempt based upon deliberate encouragement or assistance and does not encompass a case founded upon a director's failure to secure compliance with the order.

Adverse Inferences

93. Thirdly, there was a dispute as to the extent to which adverse inferences could properly be drawn from the decisions of Mr Ali and Mr Dhimi not to give evidence at the hearing. The Claimants submitted that, once a case to answer had been established, adverse inferences were available. Mr Ali emphasised that silence could not itself prove guilt and that the burden of proof remained throughout upon the Claimants.

94. In the event, the most significant legal question was not the statement of the governing principles, which were largely uncontroversial, but their application to the evidence and, in particular, whether the inferences for which the Claimants contended were the only reasonable inferences open to the court on the evidence as a whole.

The Evidence

Mr John Peerless-Mountford's Evidence

95. Mr Peerless-Mountford was, until his retirement, a Principal Trading Standards Officer with approximately fifty years' experience in Trading Standards enforcement. In 2018 he established an investigation known as Operation Steel Seal ("Steel Seal" being an anagram of "telesales") which focused upon rogue traders operating in the cold-calling sector, particularly businesses selling domestic appliance protection plans. His involvement arose from complaints received from consumers and information supplied by the Claimants concerning practices within the appliance-cover market.

96. According to Mr Peerless-Mountford, Premier Protect and later Apex Assure came to his attention because they featured repeatedly in consumer complaints, including

complaints involving vulnerable consumers. A recurring concern was that consumers appeared to believe that they were speaking to their existing appliance cover provider when, in fact, they were dealing with an unrelated trader. Mr Peerless-Mountford regarded those complaints as suggestive of misleading sales practices warranting formal investigation.

97. Having followed up complaints by obtaining questionnaires and statements from consumers, Mr Peerless-Mountford formed the view that Premier Protect and Apex Assure were connected businesses. His enquiries led him to premises at 127 Gloucester Road, Brighton, which appeared to be the centre of operations. Through statutory requests for information, he confirmed with the managing agents that the office was rented by Premier Protect. Mr Akayour was identified as the director of that company, whilst the contacts recorded by the letting agent included both "Joe McDonald" (who, like Mr Akayour, had worked for a claims management company referred to in the litigation as "CCS") and "Bilal Ali". This strengthened Mr Peerless-Mountford's suspicion that the businesses were closely linked.

98. By early 2021 Mr Peerless-Mountford had become increasingly concerned. From his experience investigating rogue traders, he recognised what he regarded as a familiar pattern: businesses often increased their activity immediately before closing down and re-emerging under a different corporate identity. At the same time, complaints concerning Apex Assure and Premier Protect were increasing. When a statutory information request sent to Mr Ali in January 2021 was ignored, Mr Peerless-Mountford concluded that a compulsory inspection of the premises was justified. He therefore applied to Brighton Magistrates' Court for a warrant under Schedule 5 to the Consumer Rights Act 2015. The warrant was granted in April 2021.

The Execution of the warrant at 127 Gloucester Road

99. The warrant was executed on 18 May 2021 by Trading Standards officers accompanied by Sussex Police and officers from the Information Commissioner's Office. Mr Peerless-Mountford explained that police officers attended to prevent any obstruction to the execution of the warrant and to maintain the peace, whilst ICO officers assisted in identifying and securing electronic evidence. Prior to the operation he prepared a written briefing explaining the background to the investigation and the purpose of the search.

100. Upon entering the premises, the investigators found what Mr Peerless-Mountford described as a relatively small operation comprising around ten workstations. The office appeared to be divided into two distinct sections. One section was occupied by a business called eBuddy, which was unrelated to domestic appliance protection. The other section appeared to be dedicated to the activities of Apex Assure and Premier Protect. Trading Standards therefore focused its investigation on that area, which consisted of approximately four workstations devoted to the appliance-cover business.

101. One of the most important features of the visit was the presence of Mr Ali himself. Mr Peerless-Mountford records that Mr Ali was at the premises when the warrant was executed and personally confirmed his identity to investigators. This feature of the evidence assumed particular significance because of the fact that Mr Ali had previously maintained that Apex Assure conducted no sales activities itself and relied entirely upon independent overseas call centres.

102. The investigators required the individuals present to complete questionnaires identifying their employer, their role and the nature of their work. According to Mr Peerless-Mountford, individuals present at the office identified themselves as working for Apex Assure and indicated that they used scripts in connection with telephone calls. This evidence appeared inconsistent with the picture previously advanced by Mr Ali that Apex Assure had no sales staff and created no scripts.

103. The search uncovered a substantial volume of hard-copy material located on desks, in drawers and within a locked drawer. Mr Peerless-Mountford described finding:

i) printed sales scripts;

ii) handwritten scripts;

iii) notebooks;

iv) handwritten notes and scraps of paper;

v) customer correspondence; and

vi) terms and conditions documentation.

104. Several of the printed scripts bore the heading "Apex Assure" and contained manuscript amendments and annotations. Mr Peerless-Mountford regarded this material as significant because it suggested active use of scripted sales material from the Gloucester Road premises.

105. The most important discovery was a tabletop computer server located within the office. Trading Standards seized the server and arranged for specialist forensic examination and extraction of the data it contained. According to Mr Peerless-Mountford, the server was subsequently found to be storing a substantial range of operational documents associated with multiple businesses. These included:

i) customer welcome and confirmation letters;

ii) terms and conditions;

iii) repair claim forms;

iv) records relating to appliance repairs;

v) correspondence with "Repair Network";

vi) correspondence with "Webpost";

vii) internal emails;

viii) performance spreadsheets recording staff activity; and

ix) plan documentation relating not only to Apex Assure and Premier Protect, but also to UKSP, Service Home Plan Ltd, Home Service Repair Ltd and National Home Cover.

106. Mr Peerless-Mountford considered the contents of the server particularly significant because they suggested continuity between a number of ostensibly separate businesses. Rather than finding records relating solely to the company then operating from the premises, investigators discovered documentation associated with a succession of different entities involved in the appliance-cover market. In his view, this indicated close operational links between them.

Subsequent Enquiries

107. Following the inspection, Mr Peerless-Mountford pursued further enquiries with businesses whose identities emerged from the seized documents. He contacted Repair Network, which provided appliance repair services, and Webpost, which handled printing and mailing services. Those enquiries were directed towards understanding how customer documentation was generated and how the businesses operated in practice.

108. The material recovered during the visit also caused him to investigate UKSP. He explained that documents found at Gloucester Road, together with consumer complaints concerning UKSP, suggested a close relationship between UKSP and the earlier businesses. He therefore made enquiries of the agents responsible for office accommodation at Mocatta House, Brighton, where UKSP purportedly operated. Those enquiries produced office agreements, contact information and electronic access records. Of particular significance was evidence that office access fobs had been issued to and used by Mr Ali, Mr Dhimi and Nazman Samingan, indicating continued involvement by individuals associated with the earlier enterprises.

109. Mr Peerless-Mountford also obtained information from the Information Commissioner's Office concerning UKSP which formed part of his wider investigation.

National Home Cover and Mr Abadi

110. Mr Peerless-Mountford's investigation extended to another company, National Home Cover, a trading name of First Point Solutions Ltd. Following the discovery of National Home Cover documents on the Gloucester Road server, he interviewed its director, Mark Abadi, under caution in June 2022. Mr Peerless-Mountford's evidence was that Mr Abadi described Mr Akayour as operating an outsourcing business overseas and stated that he believed Mr Ali was responsible for the sales side of that operation. Mr Abadi further stated that he had regular dealings with Mr Ali and had visited him at the Gloucester Road premises, which he described as the base of the customer-service operation. Mr Peerless-Mountford regarded this evidence as further confirmation of the links between the various businesses and individuals under investigation.

Additional Evidence in Mr Peerless-Mountford's Supplemental Affidavit

111. In March 2026 Mr Peerless-Mountford provided a supplemental affidavit in support of the contempt applications. Although the affidavit did not materially alter his earlier evidence, it supplied additional detail concerning the interviews conducted during the investigation and, most importantly, the physical layout of the Gloucester Road premises and Mr Ali's position within them.

112. Mr Joe MacDonald featured repeatedly in the documentary material recovered and analysed during the Trading Standards investigation. As referred to earlier, Mr Peerless-Mountford's evidence was that the managing agents for the Gloucester Road premises identified both Mr Ali and "Joe McDonald" as contacts associated with the office from which Apex Assure and Premier Protect operated.

113. Mr MacDonald also emerged from subsequent enquiries as an individual involved in businesses operating within the appliance-cover sector and connected with the Gloucester Road operation. His significance did not lie in any allegation that he personally committed contempt, but rather in the fact that he appeared as one of a number of individuals who featured across the various businesses and operations examined during the investigation.

114. Accordingly, the relevance of Mr MacDonald to the contempt applications was as part of the broader evidential picture relied upon by the Claimants to demonstrate connections between the individuals operating from Gloucester Road, the businesses under investigation and the activities said to have continued after the making of the injunction.

115. Mr Peerless-Mountford explained that, in December 2021, he invited Mr Akayour, Mr Ali, Ryan Flood and Mr MacDonald to attend interviews under caution. Mr Ali and Mr MacDonald attended and each supplied a prepared written statement. However, after making those prepared statements, both men declined to answer substantive questions and responded "no comment" during interview. Mr Peerless-Mountford exhibited the prepared statements to his supplemental affidavit because they had not previously been before the court.

116. The supplemental affidavit also provided further detail regarding the search of 127 Gloucester Road. Mr Peerless-Mountford exhibited photographs from the letting particulars and a sketch plan prepared before execution of the warrant. The premises consisted principally of a single open-plan office extending approximately forty feet in length. Apart from a conference room at one end and a glass office at the other, the area was open plan, with desks separated only by low dividers. The layout was such that activities occurring in one part of the office would generally have been visible and audible throughout the working area.

117. Of particular significance was Mr Peerless-Mountford's evidence concerning Mr Ali's location within the office. Mr Peerless-Mountford stated that, upon entering the premises, he asked to see Mr Ali and was directed to a conference room. After confirming his identity, Mr Peerless-Mountford asked him to return to his desk. Mr Ali then went to workstation 10 as identified on the office plan.

118. Mr Peerless-Mountford explained that workstation 10 was situated immediately adjacent to a cluster of desks identified as desks 7, 8 and 9. The distance between them was no more than approximately four feet, with a further workstation only a short distance away. In Mr Peerless-Mountford's description, the office was sufficiently small and open that a person sitting at desk 10 would inevitably have observed the activities taking place at nearby workstations. A feature to which Mr Peerless-Mountford attached significance was that Mr Ali was present at the premises throughout the execution of the warrant. Given the discovery of scripts, operational materials and employees apparently engaged in sales activities, Mr Peerless-Mountford

considered the findings difficult to reconcile with Mr Ali's previous assertions that Apex Assure did not itself conduct outbound sales activity and did not create or use scripts.

119. The supplemental affidavit was therefore relied upon by the Claimants as reinforcing the inference that Mr Ali was not a remote or detached company director but was physically present in the operational area of the business. The Claimants contend that the proximity of Mr Ali's workstation to desks from which scripts and other operational materials were recovered further undermines his earlier assertions that Apex Assure did not maintain a sales operation from the Gloucester Road premises.

Oral Evidence and Cross Examination of Mr Peerless-Mountford

120. Mr Peerless-Mountford adopted both his original and supplemental affidavits and confirmed their truth. His cross examination did not materially undermine the central conclusions of his evidence, but instead explored the basis upon which he had reached them.

121. A substantial part of the cross examination concerned Operation Steel Seal and the wider context of cold calling businesses operating in Brighton. Mr Peerless-Mountford accepted that he had investigated numerous similar businesses and that not all could necessarily be linked directly. He also accepted that individuals behind such businesses sometimes operated through nominee directors or others who acted as the public face of a company.

122. The principal challenge concerned the inspection of 127 Gloucester Road and, in particular, Mr Ali's location within the office. It was suggested to Mr Peerless-Mountford that his recollection was mistaken and that Mr Ali had emerged from a different office rather than having been found in the conference room and directed to sit at desk 10. Mr Peerless-Mountford firmly rejected that suggestion and maintained throughout that he specifically located Mr Ali in the conference room and then instructed him to return to the workstation which he identified as his desk.

123. Counsel also drew attention to the employee questionnaires, which identified operational managers such as Nazman Samingan, Ryan Flood and Robert Pattison rather than Mr Ali. Mr Peerless-Mountford accepted that Mr Ali was not named as a manager by the employees, but maintained that the questionnaires were directed at identifying day to day supervisors rather than company directors.

124. Mr Peerless-Mountford was further questioned about the scripts recovered during the inspection and the extent to which they demonstrated continuity between different trading entities. He accepted that some documents contained references to multiple trading names and that the hard copy scripts were undated. However, he maintained that the material as a whole supported the conclusion that successive companies formed part of a continuing operation.

125. He also accepted certain limited points, including that one metadata spreadsheet contained an incorrect analysis date and that an email sent to a complainant might, with hindsight, have been framed differently. Those concessions did not affect his broader conclusions concerning the nature of the businesses under investigation.

126. My impression was that Mr Peerless-Mountford remained firm in the central propositions of his evidence: that the Gloucester Road premises were actively used in connection with the appliance-cover operation; that the documents and electronic material recovered during the inspection revealed close links between the various entities; and that those conclusions were based on the cumulative effect of the evidence obtained during Operation Steel Seal.

Significance of Mr Peerless-Mountford' Evidence

127. Mr Peerless-Mountford's evidence provides the factual foundation for much of the Claimants' case. It explains how consumer complaints led Trading Standards to identify Premier Protect and Apex Assure as subjects of concern; why the warrant for Gloucester Road was obtained; what was discovered when the premises were searched; and how subsequent enquiries revealed apparent links between Premier Protect, Apex Assure, UKSP and those involved in their operation.

128. Most importantly, the Trading Standards visit uncovered documentary and electronic evidence which, on the Claimants' case, directly contradicted the explanation advanced by Mr Ali that Apex Assure neither employed sales staff nor created and used sales scripts. The supplemental affidavit strengthens that picture by placing Mr Ali physically within the operational area from which key evidence was recovered and by providing a more detailed understanding of the layout of the premises and the nature of the activities being conducted there.

129. The Claimants rely upon Mr Peerless-Mountford's evidence as an important part of the evidential foundation both for the findings made in the underlying proceedings and for the contempt allegations now before the court. The Claimants' case is that, without the Trading Standards investigation and visit, much of the material said to expose the true operation of the businesses and the falsity of the explanations advanced by Mr Ali might never have been discovered.

Mr Roberto Pagliarulo's Evidence

130. Mr Roberto Pagliarulo, a Senior In-House Litigation Counsel employed by the Claimants, provided the principal affidavit evidence in support of the contempt applications. His role was largely to assemble and explain the documentary record generated throughout the proceedings, including the disclosure history, the evidence obtained by Trading Standards, the evidence given by the defendants, and the procedural history of both the liability proceedings and the contempt applications.

131. Much of Mr Pagliarulo's evidence was therefore explanatory rather than factual witness evidence in the ordinary sense. His affidavits drew together the chronology of events, identified the specific acts of contempt alleged against Mr Akayour, Mr Ali and Mr Dhimi, and explained the evidential basis upon which the Claimants rely in support of those allegations. He was not called as a witness to the underlying events but as the individual responsible for assembling and presenting the documentary record relied upon in support of the contempt applications.

132. In particular, Mr Pagliarulo set out the Claimants's case that Mr Ali's evidence concerning Apex Assure's sales operations, scripts and customer base was knowingly false, and that Mr Dhimi's evidence concerning UKSP's independence and his business

relationship with Mr Ali was likewise untrue. His evidence therefore provides the framework within which the more direct factual evidence, including that of Mr Peerless-Mountford, falls to be assessed.

133. In essence, Mr Pagliarulo's affidavits serve as the narrative and evidential foundation of the contempt applications, bringing together the extensive documentary material and explaining why the Claimants contend that the conduct alleged amounted to a deliberate interference with the administration of justice.

Oral Evidence and Cross Examination of Mr Pagliarulo

134. Mr Pagliarulo adopted his affidavit subject only to minor corrections. He readily accepted that he had joined the Claimants in November 2022 and therefore had no personal knowledge of the underlying events occurring in 2021. Throughout his cross examination he was careful to distinguish between matters within his own knowledge and matters derived from the documentary record.

135. Ms Pugh observed that Mr Pagliarulo had neither witnessed nor participated in any of the sales calls relied upon by the Claimants and that his evidence was essentially secondary in nature. Mr Pagliarulo accepted that proposition. He acknowledged that his knowledge of the alleged misrepresentations came from the documents assembled during the litigation and from the Claimants' internal records rather than from first-hand involvement.

136. Ms Pugh sought to explore the possibility that Mr Akayour, rather than Mr Ali, was the individual truly directing the business operations. Mr Pagliarulo consistently declined to speculate on that issue, observing that he had no first-hand knowledge of the operational arrangements and was not in a position to express independent views about who exercised practical control over the various businesses.

137. He was also taken to correspondence in which Mr Ali asserted that Apex Assure had been managed by Premier Protect, that he had been unable to obtain a bank account for Apex Assure, and that he had expected Premier Protect and Mr Akayour to deal with compliance and litigation matters. Mr Pagliarulo accepted that the documents contained those assertions but refrained from expressing any opinion as to their truth.

138. A further line of questioning concerned documents sent from Apex Assure and Premier Protect email addresses in materially identical terms. The suggestion was that the documents pointed to a close degree of collaboration between the businesses. Once again, Mr Pagliarulo accepted the existence of the documents whilst declining to draw evidential inferences himself, leaving that assessment to the Court.

139. Mr Uberoi KC's cross examination focused principally upon the evidence concerning UKSP and Mr Dhimi. He highlighted the comparatively small number of UKSP complaints relied upon in certain schedules and suggested that the material was insufficient to establish continuity between UKSP and the earlier companies. Mr Pagliarulo accepted that a sample exercise had been undertaken but explained that he had not selected the samples and that the schedules formed only part of the evidential picture relied upon by the Claimants.

140. He also accepted that UKSP and Mr Dhimi had never admitted that UKSP was a continuation of Apex Assure. However, he maintained that the Claimants' allegation to that effect formed part of the pleaded case and was supported by the broader documentary evidence assembled for trial.

141. Overall, Mr Pagliarulo was a documentary witness whose function was to collate and explain the evidence relied upon by the Claimants. His cross examination served largely to confirm the limits of his direct knowledge rather than to challenge the accuracy of the documents to which he referred.

142. I should add that both witnesses were cross-examined on the extent to which their evidence incorporated material derived from customer complaints, employee questionnaires, Trading Standards enquiries and other sources who were not called to give evidence. Those matters gave rise to the parties' wider dispute concerning the admissibility of and weight to be given to hearsay evidence.

The Claimants' Case

143. It is against this evidential background that, in relation to Mr Ali, the Claimants allege that he made, or caused to be made, a number of false statements verified by statements of truth concerning, among other matters, Apex Assure's sales activities, its use of scripts and training materials, and its relationship with other entities involved in the appliance-cover business. They further allege that, notwithstanding the order of 21 January 2021, prohibited activities continued through Apex Assure and that Mr Ali knowingly participated in, facilitated or permitted those activities.

144. In relation to Mr Dhimi, the Claimants allege that he made false statements concerning the independence of UKSP, the nature of his business relationship with Mr Ali and others, and the extent to which UKSP was, in reality, separate from the businesses that had previously been the subject of the litigation.

145. The Claimants' overarching case is that the evidence recovered during the Trading Standards investigation, together with the documentary evidence obtained in disclosure and from third parties, demonstrates substantial continuity between the relevant businesses, personnel, infrastructure and operations. They contend that the Defendants' evidence sought to conceal that reality and thereby interfere with the administration of justice.

Mr Ali's False Statements

146. The following are alleged by the Claimants to have been false statements:

i) Mr Ali's First Witness Statement Dated 18 February 2021

"At no time has [Apex] made any outbound sales calls itself".

"I can confirm that, at no time, have I or [Apex] (or anyone on its behalf) created any training materials or scripts".

"…at no time have either I or [Apex] employed any person to make any sales calls and, accordingly, there are no materials that

> have been provided to any of the staff for this purpose; all sales calls are made by the Third Party Companies. …"

ii) Mr Ali's First Affidavit dated 16 April 2021

> "…at no time has [Apex] made any outbound sales calls itself. …"

iii) Defence of the First to Fifth Defendants dated 11 June 2021

> "Neither Premier Protect nor Apex Assure contacted potential customers directly or made calls to potential customers. …"

147. In summary, the statements which must be proved to be false are therefore that:

i) Apex Assure did not make outbound sales calls itself, directly contact potential customers, or make calls to potential customers (the "sales calls statements"); and

ii) At no point did Mr Ali or Apex Assure (or anyone on its behalf) create any training materials or scripts, and at no point were any such materials or scripts *provided to* Apex Assure employees for the purposes of sales calls (the "scripts" statements).

148. The most illustrative document to which I was taken regarding the truth or falsity of the above statements was the written statement provided on behalf of Mr Ali by his solicitors for his interview with Trading Standards on 5 July 2022. Mr Ali had accepted an invitation to attend this interview extended in December 2021. He gave a no comment interview. The most relevant extracts were as follows:

> "All leads generated for Apex Assure Ltd were done so by an offshore call centre. The arrangement was that the offshore call centre would generate the leads and then pass their details to Apex Assure. Someone at Apex would then call the warm lead to confirm they are a customer and to discuss the items they wished to insure."

> "When our staff made the calls, their aim was confirming the details of the item or items to be insured and the terms of the warranty. It was done this way to make sure customers were aware of the initial exclusionary period from cover; Meaning customers couldn't call ask for repairs for damage before the policy had come into force. The script we used at our end was more like a checklist whereby staff could use it as a point of reference."

> "Once a lead was passed to my business, a member of staff at Apex Assure would call the client."

149. The Claimants submitted that this evidence was sufficiently probative, to the criminal standard, to show that Mr Ali was lying about Apex Assure making calls directly to customers, that those calls were sales calls as they used the terminology of "leads", and

that Apex Assure staff used scripts. The Claimants also submitted that, overall, this written statement was evidence that Mr Ali actually ran Apex Assure and knew of its business practices, that is to say he was not simply a "paper director".

150. Among the documents recovered when Trading Standards inspected the Gloucester Road premises were several caller scripts. They covered various topics, some of which were plainly sales related, and others were scripts for verification calls. The scripts were found in the area of the premises used by the appliance-cover business rather than the part occupied by the unrelated eBuddy operation.

151. Several scripts included prompts to discuss potential plans, discounts, and multi-year contracts, followed by requests for bank details, all of which appeared to be provided as a pitch to a customer on the other end of the phone. They sought to "renew" domestic appliance cover with customers with which they had no prior involvement. Some scripts mention that a colleague from the "verification team" will contact them afterwards. I was taken to one example transcript of a customer complaint call to the Claimants where the customer describes receiving first a call from Premier Protect, and later a call from Apex Assure to verify their house number, suggesting this was, at least in some cases, the practice employed.

152. Several of the scripts had manuscript additions and various scribblings. The additions sometimes clarified the nature of the call, added in the staff caller's name to the script, changed simple wording, or changed the name of the company referred to (for example, from Apex Assure to SHP). Some of the manuscript additions were explicit sales incentives, such as the line "because of covid we are allowing up to 9 items for you as times are tough." The scribbles included what appear to be customer bank details jotted down by the callers.

153. The significance of the scripts lies not merely in their existence but in what they reveal about the nature of the operation being conducted from Gloucester Road. The Claimants contend that they demonstrate that telephone sales activity was being directed from the premises, that scripted sales conversations formed part of that activity, and that Apex Assure was more closely involved in those activities than Mr Ali's evidence suggested.

154. Mr Ali disputes that conclusion. His case is that the documents do not establish that Apex Assure created the scripts, that some of the material was undated, and that the existence of scripts at the premises does not prove that he knew of or was responsible for their contents. As referred to earlier those criticisms were explored in the cross-examination of Mr Peerless-Mountford, who accepted that some documents contained references to multiple trading names and that the hard-copy scripts were undated, but maintained that the material, taken as a whole, supported the conclusion that scripted sales activity was being conducted from the premises.

155. Every employee questionnaire referred to scripts being used to make calls from this office. Employees claiming to be employed by both SHP and Apex Assure gave answers. The two employees who recorded that they worked for Apex Assure stated they were paid by Easy 4 Everyone ("E4E"), another company of which Mr Ali was the sole director.

156. The Claimants produced a schedule of customer complaints made to D&G which related in some way to Apex Assure having contacted them. The volume of complaints suggests, in turn, a significant volume of calls going out from Apex Assure.

157. In this respect I was also shown an ICO penalty notice which identified that Apex Assure used a communications provider to make outgoing calls from the Gloucester Road premises. That same notice identified that over 2 million calls had been made by Apex Assure in the six-month period between February and July 2021.

Evidence of Mr Ali's knowledge

158. Mr Ali was the sole director of Apex Assure and was present at the Gloucester Road premises at the time of the Trading Standards inspection. He was also named as a contact for the letting agent for the premises and his email address was written in a notebook that was found at the premises. Clearly then, Mr Ali had at least a more than transient role at Apex Assure's registered address. It is notable, however, that no employee who completed a questionnaire identified him as their manager.

159. I have already referred to the evidence of Mr Peerless-Mountford that Mr Ali, when asked to sit at his desk during the inspection, sat at "desk 10". The significance of this is that this desk was situated near the desks of the employees who identified themselves as Apex Assure employees.

160. Mr Ali's Written Statement for the Trading Standards interview also used language that suggested a degree of control over business operations. For example, he referred to "my business", "our staff" and "our end".

161. Mr Ali declined to give evidence during the hearing to support his lack of knowledge, to address the issue of the falsity of his statements or put forward a positive case as to his belief.

Mr Ali's knowing assistance in the breach of a Court Order

162. The 21 January 2021 Order contained an interim injunction to stop the first to fifth Defendants from:

i) Representing to prospective customers that they were responsible for the provision of the prospective customer's existing cover or in some way associated with the provider of that cover; or

ii) Doing or saying anything to suggest or imply any connection or relationship with the Claimants.

163. This order was served on Mr Ali on 25 January 2021. The Claimants submitted that this was ignored by Apex Assure, and that Mr Ali deliberately assisted in Apex Assure's breach.

The Misrepresentations

164. The scripts obtained by Trading Standards above revealed not only that they were used for phone calls but also that they were used in calls which the Claimants contend

involved fraudulent misrepresentations. They included, for example, the following lines:

> "It's just a quick call today as the cover on the machine has now expired and is due for renewal so we are calling to get that updated to keep you fully protected."
>
> "Now, your new policy still includes parts and labour"
>
> "this time round we have given you a 45% discount, so a little bit of good news its been dropped down for the usual £110 to £65 per year on the 3 year plan"
>
> "So for the renewal will you be putting that on your usual visa debit card this time round, or will be credit or Mastercard"

165. The Claimants prepared a schedule of misrepresentations containing extracts from transcripts of 45 customer complaints made to the Claimants purporting to show that a prohibited misrepresentation had been made. Relevant extracts included:

> "I had a telephone call from a company calling themselves Apex Assure. They said that they had taken over you…Apex Assure"
>
> "I had a phone call the other day from a firm called Apex Assure… It's called Apex Assure which they said was part of your lot."
>
> "A firm called Apex Assure, also Premier Protect they call themselves. They have tried to get to- I was under the impression that they were working with your company, and they told me they now collect the payments for Domestic and General."
>
> "they said they were Domestic & General…but the payments that Domestic & General were going to hand over this to another company called Apex Assured"
>
> "…they've offered me, which I've taken, a chance to renew at a one-off payment, and then to go through Apex Assure, is that who you deal with? ...Yesterday somebody rang me and they said that they were- I've written down that they've said they were Domestic & General"
>
> "I've been last week by a company called Apex Assure…And they led me into believing it was yourselves, Domestic & General…I'm sure he said Domestic and General."

166. There is an issue as to the dates of the calls. The dates recorded for the transcripts were the dates on which the complaints were made. As such, in many instances it was difficult to ascertain when exactly the substance of that complaint had arisen, that is to say the date of any actual misrepresentation made to the customer.

167. Some calls recorded in the schedule evidently show that any misrepresentation if made at all was made prior to service of the Order. There are however a number which indicate they were made after this date, for example a complaint made in February referring to a call from Apex Assure "last Friday".

168. There was a further issue in ascertaining whether the misrepresentation was actually made by a caller from Apex Assure, or whether Apex Assure were merely mentioned as being in the chain of companies involved, or if Apex Assure only made a later verification call only.

169. The Defendants disputed that the majority of these calls contained misrepresentations prohibited by the Order. In fact, out of the 45 extracts, they stated that 35 contained no evidence of misrepresentation, and that only one clearly did so.

Mr Dhimi's interference with the due administration of justice

170. The following statements made in Mr Dhimi's Witness Statement are alleged by the Claimants to be false:

> "I have met the Fourth Defendant socially through the Second Defendant but do not have a close personal relationship or a business relationship with him or any of the businesses he is associated with";
>
> and
>
> "…As set out above, other than some basic pointers in relation to the industry as a whole from the Second Defendant I sought no input from and had no discussions with any other parties when deciding to set up UKSP".

171. The following statements made in Mr Dhimi's oral evidence in the underlying civil trial are alleged by the Claimants to be false:

i) He did not know where UKSP's employees were working; and

ii) He did not knowingly have any business relationship with Mr Ali.

172. Together, these involve the following assertions:

i) He took only basic pointers from D2 (and not anything more);

ii) He had no input or discussions from anyone else;

iii) He had no business relationship with Mr Ali or with any businesses associated with Mr Ali;

iv) He did not know where his employees were working.

173. Mr Dhimi advanced a case that he had paid Mr Akayour £25,000 (through E4E) for consulting work when setting up UKSP. This was the fee, on his oral evidence in the civil trial, for the "basic pointers" he received from Mr Akayour. I have also seen

evidence of eight further payments made to E4E in June and July 2021, totalling a further £13,274.

174. The Claimants submitted that Mr Dhimi's statements were intended to support what they termed the Independent Business Façade, that is a false picture presented by the Defendants of a series of independent businesses, which the Claimants submitted were in fact a chain of "phoenix" businesses.

175. The Claimants' case is based on inference, including that drawn from Mr Dhimi's decision not to give evidence in these proceedings. They also point to a large volume of evidence from which they invited me to infer Mr Dhimi was making false statements. This evidence may be summarised as follows:

i) An ICO report dated 29 June 2021 showing that Mr Akayour paid the data protection fee for UKSP on 25 February 2021, that being the same date that UKSP was incorporated.

ii) An email dated 6 May 2021 from Mr Dhimi to Mr Ali (via personal email addresses for both) attaching UKSP documents, seemingly a Terms and Conditions document and a contract, which were then sent on to Nazman Samingan (who had been an employee of Premier Protect) and then to Webpost.

iii) Webpost provided printing services for Apex Assure. Via an email dated 6 April 2022, they informed Trading Standards that a request was emailed to change Apex Assure's details with Webpost on 15 June 2021, such that the customer name was changed to "UK Service Plan" while Mr Ali was the listed contact.

iv) A form addressed to Elavon Financial Services DAC filled in by Mr Dhimi and giving the trading address of UKSP as 127 Gloucester Road. This was attached to an email Mr Dhimi sent to Elavon on 10 June 2021.

v) This same form listed Mocatta House UKSP's legal address, although information supplied to Trading Standards by the Mocatta House letting agent suggests that UKSP did not start renting an office at Mocatta House until January 2022. That same information stated that Mr Ali and Mr Dhimi were the primary and secondary contacts provided in relation to UKSP's rental of the office space at Mocatta House. Further, Mr Dhimi had electronically signed the office agreement for Mocatta House on behalf of UKSP, and the letting agent also provided access logs from key fobs showing that Mr Ali and Mr Dhimi both accessed Mocatta House, as did Nazman Samingan.

vi) UKSP bank statements, which showed the following:

a) Payments to E4E between May and July 2021, including a £25,000 payment on 21 May 2021. The inference relied on is that these payments were for payroll.

b) Payments to 28 individuals on 30 June 2021 and 1 July 2021 for June wages, labelled as such, and including 6 individuals identified in documents taken from the Trading Standards' inspection.

c) A £20,000 payment to PRO on 24 May 2021, a company the Claimants claim is associated with Mr Akayour by pointing to an email dated 24 July 2021 Mr Akayour forwarded from PRO to Mr Dhimi.

d) Payments totalling £132,647 to Domestic Guardian, a company owned and controlled by Mr Akayour.

e) Payments received from First Point Solutions totalling £1,221,260.88 between April and August 2021 (the majority of UKSP's turnover in this time).

vii) The material paragraphs of the Welcome Letters and Terms and Conditions used by UKSP are materially the same as those used by Apex Assure. Further, copies of UKSP's Welcome Letter were found on the server at the Gloucester Road Premises during the raid and a metadata analysis of the document showed that the underlying file title was "PP365 letterhead".

viii) On 19 April 2021 (prior to UKSP trading), Mr Dhimi sent an email to himself attaching a file named "Apex Assure Advice.pdf". He then sent the same document, renamed and re-headed to refer to UKSP, to a third party on 26 October 2021.

ix) Finally, the Claimants point to the *modus operandi* of UKSP by reference to the misrepresentation schedule and transcripts of customer complaints to show that there was a continuing practice from one business to the next.

Mr Ali's submissions

176. A fair summary of the submissions on Mr Ali's behalf would be that he advanced a sustained challenge both to the legal formulation of the Claimants' case and to the sufficiency of the evidence relied upon to establish any of the alleged contempts. His overarching submission was that the case against him was essentially inferential, heavily dependent upon hearsay material, and fell well short of the criminal standard of proof.

177. Ms Pugh submitted that none of the allegations of contempt had been established to the criminal standard. She emphasised throughout that contempt proceedings engage important procedural protections and that the court could only make findings of contempt if satisfied so as to be sure of all the essential elements of the alleged contempt. She submitted that the Claimants' case was based largely upon inference and hearsay and that, in circumstances where more than one reasonable inference could be drawn from the evidence, the applications must fail.

178. Ms Pugh acknowledged Mr Ali's previous failures to comply with disclosure obligations and the existing findings made against him. She submitted, however, that the present proceedings were fundamentally different and required proof, to the criminal standard, that Mr Ali knowingly made false statements or deliberately assisted breaches of the injunction. She argued that the Claimants had failed to establish this level of culpability.

179. A major plank of Mr Ali's case was that the Claimants had similarly expanded the allegations beyond those pleaded in the contempt application. Reliance was placed on authorities stressing the need for particularity in contempt proceedings. Ms Pugh submitted that Mr Ali was entitled to know precisely which statements were alleged to be false and that the Court should focus on the pleaded allegations rather than broader themes emerging from the evidence. She argued that the court was confined to the allegations contained within the four corners of the contempt application and that the Claimants had sought both to reformulate aspects of the false statement allegations and to advance an unpleaded case concerning his alleged responsibility as a director for breaches of the order of 21 January 2021. She submitted that such an approach was contrary to the requirements of procedural fairness applicable in contempt proceedings.

180. Ms Pugh further submitted that the evidence showed Apex Assure, Premier Protect and associated entities to be part of a confusing and fluid structure principally operated by Mr Akayour. Mr Ali's role was characterised as that of a paper director, office manager or "yes-man", rather than a true decision-maker. She relied on contemporaneous communications in which Mr Ali stated that Apex Assure had been managed by Premier Protect and by Mr Akayour and argued that they represented a genuine reflection of his understanding of the business. She submitted that the evidence did not support the inference that he possessed detailed knowledge of Apex Assure's day-to-day operations. She contended that the Claimants had sought impermissibly to equate his status as a director with knowledge of all operational matters. His case was that others, in particular Mr Akayour and those associated with Premier Protect, were responsible for the relevant operations and that the evidence was at least equally consistent with him having had a limited and largely passive role.

181. Similar submissions were advanced in relation to the allegations concerning scripts and training material. Ms Pugh submitted that there was no evidence that Apex had created scripts and that the documentary material was more consistent with such materials having originated elsewhere. She argued that the Claimants had attempted to broaden the pleaded allegation beyond its natural meaning and had failed to establish either falsity or the requisite state of mind.

182. As to the material recovered by Trading Standards, Ms Pugh argued that the employee questionnaires, scripts and complaint evidence did not establish that Mr Ali personally created scripts, knew they existed, or knew that his earlier statements were false. The employee questionnaires identified Nazman Samingan, Ryan Flood and Robert Pattison as managers, not Mr Ali. Moreover, many of the critical elements of the Claimants's case depended upon layered inferences drawn from hearsay material.

183. Particular emphasis was placed upon the dangers of hearsay evidence. Ms Pugh submitted that the Court should treat with caution the employee questionnaires, customer complaints and, especially, the note of Mr Abadi's interview, which she characterised as a summary of a conversation rather than a verbatim record. She argued that the Claimants had chosen not to call witnesses who could have provided direct evidence and should not be permitted to build a contempt case largely on second-hand material and evidence from individuals whose reliability could not properly be tested. Whilst she accepted that hearsay was in principle admissible, she submitted that particular caution was required because contempt proceedings are quasi-criminal in nature and may result in the loss of liberty. She submitted that some categories of

hearsay should be excluded altogether and that, at the very least, limited weight should be attached to them.

184. As regards the injunction allegations, Ms Pugh submitted that the Claimants had not proved beyond reasonable doubt that specific post-injunction calls were made by Apex Assure itself, still less that Mr Ali knowingly encouraged or assisted the making of association misrepresentations. At most, the evidence demonstrated a confused trading environment in which multiple corporate identities were used interchangeably. It did not establish the deliberate encouragement required by the pleaded contempt allegation. She submitted that the Claimants had pleaded only a case of criminal contempt based upon deliberate assistance or encouragement of a breach of the order. She argued that they had not pleaded a case of civil contempt based upon any failure, as a director, to secure compliance with the order and that it was impermissible for them to advance such a case at trial. She further submitted that no act of encouragement had been identified and that the evidence did not establish any active participation by him in conduct amounting to a breach of the order.

185. As to the allegations concerning false statements relating to outbound sales calls, Ms Pugh submitted that the Claimants had failed to establish either falsity or knowledge of falsity. She argued that the phrase "outbound sales calls" was capable of bearing more than one meaning and that, on a proper understanding of the business model, could reasonably be understood as referring only to the initial cold-calling stage rather than subsequent verification calls. She submitted that, if that interpretation were adopted, the statements complained of were not false. Alternatively, even if they were inaccurate, the evidence fell far short of establishing that he knew they were false or lacked an honest belief in their truth. Mr Ali's evidence had always been directed at denying that Apex Assure itself made the initial sales calls alleged in the Particulars of Claim. The fact that Apex Assure staff may later have undertaken verification calls did not necessarily render the original statements false. She argued that the evidence showed a two-stage process involving overseas lead-generation activity followed by domestic verification activity and that the Claimants had failed to establish precisely what Mr Ali knew at the relevant time.

186. Ms Pugh submitted that little weight should be attached to Mr Ali's decision not to give evidence. He had attended court throughout, had not sought to evade the proceedings and had previously participated in litigation. There were other possible explanations for his silence, including concerns arising from the Trading Standards investigation. In those circumstances, any adverse inference should be approached with caution.

187. Finally, she argued that, even if some criticisms could be made of aspects of his conduct, the evidence did not permit the court to conclude beyond reasonable doubt that he knowingly made false statements, intentionally interfered with the administration of justice or deliberately assisted any breach of the court's order. She therefore submitted that all allegations against him should be dismissed.

Mr Dhimi's submissions

188. Although Mr Dhimi did not elect to give evidence, he did set out his case substantively on the material issues in the civil trial which, he submitted in the present trial, defeated the Claimants' case on inference. I was helpfully given an aide memoire as to the evidence relied on. A summary of the relevant material is as follows:

i) Mr Akayour paid UKSP's data protection fee because Mr Dhimi had asked him to when they were in London together and Mr Dhimi did not have his own bank card at hand.

ii) Mr Dhimi knew Mr Akayour and, when setting up his own business (UKSP) he paid Mr Akayour for consulting work, this being "basic pointers". This is what the £25,000 payment to Easy4Everyone was for as he was told by Mr Akayour to make payment to that entity. He referred in evidence to how he made several payments to Mr Akayour.

iii) That the £25,000 to Easy4Everyone went to an entity for which Mr Ali (the Fourth Defendant) was apparently named as a Director in Companies House documentation was not something that Mr Dhimi was aware of (or needed to be concerned by). Rather, he was of the view (to the extent that it would have mattered to him at all) that it was a business owned by Mr Akayour. He denied having a business relationship with Mr Ali as he did not know Mr Ali owned this business.

iv) Mr Akayour edited the UKSP welcome letter for him. Mr Akayour helped with the documents generally, including the Terms and Conditions, and Mr Dhimi did not know where the documents originated from.

v) Mr Dhimi sent himself the Apex Assure advice as it was part of useful research into what was needed for his business's FCA regulation.

vi) Regarding the email dated 24 July 2021 Mr Akayour forwarded from PRO to Mr Dhimi, Mr Dhimi was not sure why Mr Akayour forwarded this to him but stated that PRO, the company that he was dealing with, was called Personal Recruitment Outsourcing and this email was from PROMarketing.uk, these being different businesses.

vii) Mr Dhimi stated he did not know where the early employees of UKSP were physically working from. Mr Dhimi's evidence was that he had delegated the task of recruitment to his employee Nazman (Mr Samigan), and that he therefore left the task of recruitment and of arranging the physical place of work for employees, to Nazman. He was not in Brighton himself and did not know where the employees worked. He himself did not know where the employees had been working before UKSP either.

viii) Mr Dhimi did not remember the exact time he met Mr Ali except that it was during the time he was setting up UKSP.

ix) Regarding the email dated 6 May 2021 from Mr Dhimi to Mr Ali (via personal email addresses for both) attaching UKSP documents, Mr Dhimi said that he sent this to Mr Ali only in Mr Ali's capacity (as Mr Dhimi understood it) as someone working for Mr Akayour, and that Mr Akayour had instructed him to send this email. He did not see this as evidence of a business relationship as it was not any transaction between himself and Mr Ali directly.

x) He was not aware that the contact details with Webpost were changed from Apex Assure to UKSP.

189. Mr Uberoi submitted that the case against Mr Dhimi depended almost entirely on inference and that the Court could only convict if the inference of guilt was the only reasonable inference available. He emphasised the criminal standard of proof applicable in contempt proceedings and relied upon authorities stressing that where a case is built largely on circumstantial or secondary evidence, the Court must be particularly cautious before drawing adverse conclusions.

190. A central theme of Mr Uberoi's submissions was that the Claimants had expanded their case beyond the allegations pleaded in the contempt application. The application concerned specific statements about Mr Ali, Mr Akayour and UKSP. By contrast, the Claimants' oral submissions had become focused on broader themes such as the alleged "independent business façade", "phoenixing" and UKSP's wider business activities. Mr Uberoi submitted that such matters were not pleaded as freestanding allegations of contempt and could not properly form the basis of a finding against Mr Dhimi. More fundamentally, he submitted that the Claimants had failed to prove the necessary state of mind. Even if any statement were inaccurate, he argued that the evidence fell far short of establishing that he knew it to be false or that he made it knowing that it was likely to interfere with the administration of justice. He submitted that the Claimants' difficulty in establishing *mens rea* explained their attempt to rely upon the broader notion of an "Independent Business Façade" rather than direct evidence of knowledge or intention.

191. On the allegation that Mr Dhimi understated his dealings with Mr Akayour by referring only to "basic pointers", Mr Uberoi submitted that the evidence showed Mr Dhimi had openly acknowledged receiving help and consultancy from Mr Akayour. He pointed to trial evidence in which Mr Dhimi described assistance with documentation, terms and conditions, welcome letters, ICO registration and general business advice. Far from concealing these matters, Mr Dhimi had discussed them extensively in evidence. At most, the phrase "basic pointers" could be viewed as imprecise or an understatement rather than a dishonest falsehood.

192. In relation to Mr Ali, Mr Uberoi submitted that the documentary material showed only limited contact. The email relied upon by the Claimants, the Easy4Everyone payment and the Mocatta House access records did not establish a business relationship between the two men. Mr Dhimi's explanation was that Mr Ali was known to him principally as an employee or associate of Mr Akayour and that any interactions occurred in that context. That remained, he submitted, a realistic and innocent explanation inconsistent with guilt.

193. As to the allegation that Mr Dhimi falsely denied knowing where UKSP staff worked, Mr Uberoi relied upon Mr Dhimi's evidence that recruitment and operational arrangements had been delegated to Nazman Samingan. He submitted that it was entirely plausible for a business owner to entrust such matters to an employee and not concern himself with the day-to-day logistics of where staff sat or worked. On that basis the Claimants could not establish beyond reasonable doubt that the evidence was knowingly false.

194. Mr Uberoi also submitted that little or no adverse inference should be drawn from Mr Dhimi's decision not to give evidence in the present proceedings because he had already given extensive evidence over several days at the liability trial and had previously

answered detailed allegations of dishonesty. This was not a case where a defendant had evaded scrutiny or failed to provide any account.

195. Overall, Mr Dhimi's case was that the evidence was equally, if not more, consistent with a businessman who received assistance and advice from Mr Akayour, knew Mr Ali only in a limited way, and operated UKSP as his own business. Since those innocent explanations remained available, the Claimants could not prove its allegations beyond reasonable doubt.

196. Accordingly, Mr Uberoi submitted that the Claimants had failed to establish either falsity or *mens rea* in relation to any of the allegations against Mr Dhimi and that all allegations should therefore be dismissed.

Overall Position of the Defendants

197. The Defendants' shared position was that the Claimants sought to transform findings and allegations from the liability proceedings into findings of contempt without satisfying the much higher criminal standard applicable in committal proceedings. Both Defendants argued that the Claimants' case depended upon chains of inference, hearsay evidence and broader allegations about phoenixing and corporate continuity. They submitted that there remained realistic innocent explanations for the matters relied upon and that, accordingly, the allegations of contempt had not been proved beyond reasonable doubt.

Discussion and Conclusions

Adverse Inferences

198. Both Defendants elected not to give evidence in the present proceedings.

199. I accept that silence alone cannot establish contempt. Equally, where a claimant has established a substantial evidential case calling for an answer, the Court is entitled to take account of the absence of any explanation.

200. In the present case, the documentary evidence and the Trading Standards material established a formidable prima facie case against each Defendant. Neither gave evidence addressing the central matters relied upon by the Claimants. Whilst my conclusions do not depend solely upon adverse inferences, the absence of any evidential response strengthens the conclusions otherwise arising from the documentary record.

Civil/Criminal Contempt – the "unpleaded case"

201. As referred to earlier, Mr Ali submitted that the allegations arising out of the order of 21 January 2021 were pleaded solely as allegations of criminal contempt. On his case, the Claimants alleged only that he deliberately encouraged, procured or participated in conduct in breach of the injunction. He argued that the Claimants subsequently sought to introduce a distinct and unpleaded case based upon his position as a director of Apex Assure and an alleged failure to take reasonable steps to secure the company's compliance with the order.

202. I do not accept that submission. In my judgment, the question is not whether the Claimants consistently applied the labels "civil contempt" or "criminal contempt" to

their case. Nor is it determined by the terminology employed in later skeleton arguments. The question is whether the application notice, particulars of contempt and supporting evidence, read fairly and as a whole, gave Mr Ali proper notice of the factual allegations he was required to meet and the bases upon which liability was said to arise.

203. Having considered those documents, I am satisfied that they did.

204. The starting point is that the Claimants' case was never confined to a single act of encouragement or procurement. Rather, the case advanced against Mr Ali was that he was the individual exercising control over Apex Assure, that he knew of the order, that he knew of the activities being conducted through Apex Assure after the making of the order, and that he bore responsibility for the continuation of those activities.

205. Those allegations appeared repeatedly throughout the application and the evidence relied upon in support of it. The Claimants relied not merely upon discrete acts said to constitute participation in prohibited conduct, but also upon Mr Ali's status as sole director, his control of Apex Assure's affairs, his involvement in matters relating to the operation of the business, and his knowledge of the relevant activities. The evidence relied upon by the Claimants was directed to establishing precisely those matters.

206. In my judgment, factual allegations of that character are capable of supporting more than one legal route to liability. If established, they are capable of supporting a finding that Mr Ali knowingly participated in or facilitated conduct contrary to the order. Equally, they are capable of supporting a finding that, as the individual responsible for the affairs of Apex Assure, he failed to take reasonable steps to secure the company's compliance with an order by which it was bound.

207. I accept the Claimants' submission that there is, on the facts of this case, substantial overlap between those two routes. The same body of evidence concerning knowledge, control, responsibility and involvement is relevant to both. The distinction lies not in the underlying facts alleged, but in the legal analysis of those facts.

208. I do not accept that recognition of that second route involved an impermissible expansion of the case. The essential factual allegations remained unchanged throughout. From the outset the Claimants alleged that prohibited conduct continued after the making of the injunction, that Apex Assure was the vehicle through which it continued, that Mr Ali exercised control over Apex Assure, and that he knew of and was responsible for the activities in question. In my judgment, those allegations were sufficiently clear to place Mr Ali on notice that the Claimants contended not merely that he actively participated in the conduct complained of, but also that he was responsible for ensuring compliance with the order.

209. I also bear in mind that the purpose of the requirement for particularity in contempt proceedings is fairness. A defendant must know the case he has to meet. It is not to elevate questions of terminology above substance. Looking at the proceedings as a whole, I am satisfied that Mr Ali was fully aware of the factual case advanced against him and had an ample opportunity to address it.

210. Accordingly, I reject Mr Ali's submission that the allegations were confined to criminal contempt based upon deliberate encouragement or procurement of breach. Properly construed, the Claimants' case extended both to allegations of knowing participation in

conduct contrary to the order and to allegations that, as the person controlling Apex Assure, Mr Ali failed to take reasonable steps to secure the company's compliance with it.

211. It follows that, in considering the allegations arising from the order of 21 January 2021, I proceed on the basis that the application encompasses both a criminal contempt founded upon knowing assistance, encouragement or participation in conduct contrary to the order and a civil contempt founded upon responsibility for, and failure to prevent, the continuing non-compliance of a company under Mr Ali's control.

General Approach

212. I remind myself throughout that these are contempt proceedings and that the allegations must therefore be proved to the criminal standard. Suspicion, however strong, is insufficient. The burden remains throughout upon the Claimants. Equally, where the evidence, viewed as a whole, establishes a compelling and coherent picture from which no realistic innocent explanation emerges, the court is entitled to draw the inferences which properly arise from the proved facts.

213. I have considered not merely each item of evidence in isolation but the cumulative effect of the evidence as a whole. In my judgment, that cumulative effect is of particular importance in the present case. Many of the issues concern questions of knowledge, control and participation which are unlikely to be capable of proof by direct evidence alone. They therefore fall to be assessed by reference to contemporaneous documents, business relationships, conduct and the inherent probabilities.

Factual Findings

214. I reject the suggestion advanced on behalf of Mr Ali that Apex Assure was merely a passive administrative business which relied entirely upon independent third-party call centres and played no substantive role in the sales activities under consideration. Nor do I accept that the various entities relied upon by the Claimants were genuinely independent businesses operating separately from one another.

215. The documentary evidence, the material recovered by Trading Standards, the employee questionnaires, the electronic records obtained from the Gloucester Road server and the contemporaneous communications all point to a very different conclusion. Taken together they demonstrate a substantial degree of continuity between the businesses, personnel and operations involved in the sale of appliance care plans.

216. I place particular weight upon the evidence obtained during the Trading Standards inspection of 127 Gloucester Road in May 2021. That evidence provided a contemporaneous snapshot of how the operation functioned in practice. The inspection revealed not merely administrative records, but scripts, handwritten amendments, customer documentation, operational material and electronic records associated with multiple businesses. Employees present at the premises identified Apex Assure as their employer and indicated that scripts were used in connection with customer calls. Those findings are difficult to reconcile with the account advanced by Mr Ali.

217. The significance of the scripts should not be understated. They were not isolated documents discovered in a forgotten drawer. Rather, they formed part of a substantial

body of operational material recovered from premises actively being used by the businesses concerned. Several carried Apex Assure branding and contained annotations suggestive of practical use. Whilst it is true that the existence of a script does not by itself establish who drafted it, the material as a whole provides compelling evidence that scripted sales activity formed part of the operation being conducted from Gloucester Road.

218. Equally important is the server evidence. The server contained documentation relating not merely to Apex Assure, but to a number of businesses operating in the appliance-cover market. The presence on the same system of customer documentation, repair records, correspondence and operational material associated with different trading entities is, in my judgment, powerful evidence of common management, common infrastructure and operational continuity. It is inconsistent with the presentation of those businesses as largely separate and independent enterprises.

219. I have also taken account of the evidence concerning personnel. The evidence demonstrates recurring involvement by the same individuals across the various businesses. The significance of that evidence lies not in any single instance of overlap, but in the cumulative picture which emerges when the evidence is viewed as a whole. Repeated appearances by the same individuals in connection with different corporate vehicles, operating from the same premises and supported by the same infrastructure, point strongly towards continuity of operation rather than genuine independence.

220. That conclusion is reinforced by the evidence of Mr Peerless-Mountford. I found him to be a careful and experienced witness who readily accepted those matters which could legitimately be criticised whilst remaining firm on matters of substance. His evidence concerning the Gloucester Road inspection was not materially shaken in cross-examination. Whilst some aspects of his evidence necessarily involved inference, those inferences were grounded upon the documents, materials and observations obtained during the investigation.

221. I have also considered the criticisms directed towards the Claimants' reliance upon hearsay evidence. I accept that caution is required. However, I do not regard the critical findings I have made as dependent upon uncorroborated hearsay. On the contrary, the central conclusions derive from contemporaneous documents, business records, physical evidence recovered from Gloucester Road, electronic material recovered from the server and the inherent consistency of the evidential picture as a whole. To the extent that hearsay evidence is relied upon, I treat it as corroborative rather than foundational.

222. Drawing these matters together, I am satisfied that the businesses relied upon by the Claimants were not operating as genuinely independent entities in the manner suggested by the Defendants. The evidence demonstrates substantial continuity of personnel, infrastructure, systems and business activities. I am also satisfied that consumers were approached through a sales operation which utilised scripts and sales techniques designed to create the impression, or at least a significant risk of misunderstanding, that the caller was connected with an existing appliance protection provider. The evidence demonstrates a sales model dependent upon the creation of that impression and not, as the Defendants suggested, a straightforward presentation of an entirely independent commercial offering.

Summary

223. Before turning to the individual allegations, it is convenient to summarise the principal findings of fact which I have made on the evidence and which underpin my conclusions on the contempt applications. I find that:

i) Apex Assure was not merely a passive administrative company operating independently of the sales activities through which appliance-care products were marketed to consumers. It was actively involved in the business operation and played a significant role in the conduct of that business.

ii) The operation conducted by Premier Protect, Apex Assure and the later entities relied upon by the Claimants was characterised by substantial continuity of personnel, infrastructure, systems, documentation and business activity. The businesses were not operating as genuinely separate and independent enterprises in the manner suggested by the Defendants.

iii) The Gloucester Road premises were used as an operational centre for the business. The material recovered during the Trading Standards inspection, including scripts, customer documentation, operational records and electronic data, demonstrates that business activities were being conducted from those premises in a manner inconsistent with the explanations advanced by Mr Ali.

iv) Apex Assure scripts and sales materials were created, maintained and used in connection with the operation. The existence and use of those materials is established by the documents recovered during the Trading Standards inspection, the employee questionnaires, and the wider documentary record.

v) Consumers were approached through a sales process designed to create the impression, or at least a substantial risk of misunderstanding, that the caller was connected with an existing appliance protection provider. The operation relied upon scripted sales techniques and representations which did not accurately reflect the true position.

vi) Mr Ali exercised substantial control over Apex Assure and was closely involved in its affairs. I reject his contention that he occupied only a limited or largely passive role and that responsibility for the relevant activities lay elsewhere. The contemporaneous evidence demonstrates his knowledge of, and involvement in, the operation.

vii) The activities which formed the subject of the injunction did not cease with the making of the order of 21 January 2021. In substance, the relevant business activities continued thereafter.

viii) Mr Ali knew of the order, knew of the activities being carried on after its making, and either participated in those activities or failed to take reasonable steps to secure compliance with the order by Apex Assure.

ix) UKSP was not a genuinely independent business established separately from the earlier operation. Rather, it represented the continuation, through a different corporate vehicle, of substantially the same business previously conducted through the entities involved in the underlying litigation.

x) The statements relied upon by the Claimants concerning Apex Assure's sales activities, scripts, operational arrangements and business relationships were false.

xi) Those statements were not merely inaccurate or the product of misunderstanding. The Defendants knew facts which were fundamentally inconsistent with the statements made to the court and could not honestly have believed those statements to be true.

xii) The statements were made in circumstances where their accuracy was plainly material to issues being determined by the Court in the underlying proceedings.

xiii) The Defendants knew that they would be relied upon for that purpose.

224. In short, and making these findings on the evidence before me, I accept the Claimants' case as to the true nature of the operation. The reality was one of continuity rather than independence, common control rather than separation, and a sales process materially different from that described by the Defendants. Those findings provide the factual context within which the individual allegations of contempt fall to be determined.

Mr Ali

225. In relation to Mr Ali, I found the following matters to be significant:

i) His admitted position as sole director of Apex Assure;

ii) The contemporaneous documents demonstrating his involvement in matters affecting the company's operations;

iii) The evidence obtained during the Trading Standards investigation concerning activities at Gloucester Road;

iv) The documentary material recovered from the premises and from the server;

v) The employee questionnaires and script material recovered during the inspection; and

vi) The absence of any convincing innocent explanation for the inconsistencies between those materials and the statements relied upon by the Claimants.

226. Whilst Mr Ali sought to portray himself as a largely passive participant whose role was overshadowed by Mr Akayour and others, I do not accept that evidence. It is inconsistent with the contemporaneous material and does not satisfactorily explain the extent to which his name, responsibilities and involvement appear throughout the documentary record.

The Statements Relating to Apex Assure's Sales Activities

227. I turn first to the allegations concerning Apex Assure's sales activities.

228. The statements in question formed part of a broader account advanced by Mr Ali concerning the nature of Apex Assure's business. In essence, the picture presented was

that Apex Assure did not itself conduct outbound sales activity and that sales activity was instead undertaken by independent third-party call centres. Related statements suggested that Apex Assure neither created nor used scripts and training materials of the kind relied upon by the Claimants.

229. Having considered the evidence as a whole, I am satisfied that those statements were false.

230. In reaching that conclusion I place particular weight upon the evidence obtained during the Trading Standards inspection of 127 Gloucester Road. That inspection revealed materials indicative of an active sales operation. Employees present at the premises identified Apex Assure as their employer. Questionnaires completed during the inspection recorded the use of scripts in connection with telephone calls. Investigators recovered printed sales scripts, handwritten scripts and related operational material, including documents bearing the Apex Assure name.

231. I also regard the server evidence as highly significant. The material recovered from the server demonstrated the existence of operational systems, customer documentation, performance records and other materials inconsistent with the suggestion that Apex Assure merely performed a limited administrative or back-office role.

232. Considered individually, some pieces of evidence might perhaps admit of alternative explanations. Considered collectively, however, the evidential picture is compelling. It demonstrates that Apex Assure was actively involved in the operation through which appliance-care products were sold and administered. That conclusion is irreconcilable with the statements made by Mr Ali.

The Statements Relating to Scripts and Training Materials

233. I reach the same conclusion in relation to the statements concerning scripts and training materials.

234. Mr Ali's position was, in substance, that Apex Assure did not create scripts and that any scripts used in sales activity originated elsewhere.

235. The starting point is the material recovered during the Gloucester Road inspection. Trading Standards officers found multiple scripts and script-related materials at premises from which Apex Assure operated. Several documents bore Apex Assure branding and contained manuscript amendments and annotations. The presence of those documents is difficult to reconcile with the suggestion that Apex Assure had no meaningful involvement in the preparation, maintenance or use of scripts.

236. The significance of the documents lies not merely in their existence but in what they reveal about the operation as a whole. They were recovered alongside customer documentation, operational records and other materials indicative of an organised sales business. In that context, they form part of a coherent evidential picture demonstrating that scripted sales activity was integral to the operation.

237. I therefore conclude that the statements made by Mr Ali and relied upon by the Claimants concerning Apex Assure's lack of involvement with scripts and training materials were false.

The Statements Relating to the Nature of Apex Assure's Role

238. More broadly, I reject the portrayal of Apex Assure as a largely passive entity operating independently from the sales activities conducted by others.

239. The contemporaneous evidence demonstrates extensive links between Apex Assure and the wider operation. The documentary material, employee questionnaires, physical evidence recovered during the Trading Standards investigation and electronic records all point towards active participation in the business.

240. I also accept the Claimants' submission that the various strands of evidence are mutually reinforcing. The significance of the documents recovered from Gloucester Road is enhanced by the employee questionnaires. The significance of the questionnaires is enhanced by the server evidence. The significance of all of those matters is enhanced by the evidence concerning continuity of personnel, infrastructure and business arrangements.

241. Taken together, the evidence establishes that Apex Assure occupied a substantially more significant and active role than that described by Mr Ali.

Why the Statements Were False

242. I am satisfied that the statements made by Mr Ali and relied upon by the Claimants were false because they presented to the court a fundamentally inaccurate picture of the true operation of the business.

243. The reality disclosed by the evidence was that:

i) Apex Assure was actively involved in the relevant business activities;

ii) Scripts were used as part of those activities;

iii) Script-related materials were maintained and utilised within the operation;

iv) The Gloucester Road premises functioned as an operational centre of the business; and

v) The operation exhibited substantial continuity of personnel, systems and infrastructure.

244. Those findings are incompatible with the account advanced by Mr Ali. I therefore conclude that the statements identified by the Claimants were false.

Did Mr Ali Honestly Believe the Statements to be True?

245. It is not sufficient for the Claimants merely to establish that the statements relied upon were false. They must also satisfy me, to the criminal standard, that Mr Ali did not honestly believe them to be true when they were made.

246. Having considered the evidence in its entirety, I am satisfied that the Claimants have discharged that burden.

247. I begin with Mr Ali's position within Apex Assure. He was not a peripheral figure. He was the sole director of the company and, as I have already found, exercised substantial control over its affairs. The evidence establishes that he was closely connected with the business activities carried on in the company's name and had knowledge of matters central to its operation. In those circumstances, it is impossible to regard him as someone who lacked knowledge of the true nature of Apex Assure's activities.

248. I place particular weight on the contemporaneous evidence obtained during the Trading Standards investigation. The materials recovered from Gloucester Road, including scripts, customer documentation, operational records and electronic data, revealed an operation fundamentally inconsistent with the account advanced by Mr Ali. The significance of that evidence is not merely that it contradicts his statements. It is that the matters revealed were of such a nature that a person occupying Mr Ali's position could not realistically have been unaware of them.

249. I also take into account Mr Ali's presence at the Gloucester Road premises. The evidence satisfies me that he was not a remote director detached from the day-to-day activities of the business. The layout of the premises, the location of his workstation and the nature of the activities being conducted there make it inherently improbable that he lacked knowledge of the matters about which he subsequently gave evidence.

250. Further, the statements relied upon by the Claimants were not isolated or casual remarks. They formed part of a coherent narrative advanced in the litigation concerning Apex Assure's role, its sales activities, its use of scripts and its relationship with the wider operation. The various statements were mutually reinforcing and presented a consistent account of the business. Having found that account to be false, I consider it significant that the inaccuracies all operated in the same direction. They were not random mistakes. They had the effect of minimising Apex Assure's involvement in the activities under scrutiny and distancing the company from matters which the contemporaneous evidence demonstrated formed part of its operation.

251. I have considered whether the statements might have resulted from confusion, misunderstanding, imprecise language or a genuine failure of recollection. I reject those possibilities. The matters concerned were not peripheral issues. They related to the nature of the business itself and to activities with which Mr Ali, by virtue of his position and involvement, was necessarily familiar.

252. I also bear in mind the explanations advanced on Mr Ali's behalf. I have considered them carefully. However, I do not find that they provide a plausible explanation for the discrepancies between the statements and the contemporaneous evidence. Nor do they raise any reasonable doubt as to Mr Ali's state of mind.

253. Considering the evidence as a whole, I am satisfied that Mr Ali knew facts which were fundamentally inconsistent with the statements he made. At the very least, he knew that he had no proper basis for making the assertions in question. In reality, I am satisfied that he knew the true position and that the statements were deliberately advanced notwithstanding that knowledge.

254. Accordingly, I am sure that Mr Ali did not honestly believe the relevant statements to be true when they were made. The Claimants have therefore established not only falsity but also the necessary mental element in relation to those allegations.

Breach of the Order of 21 January 2021

255. I turn next to the allegations arising from the order of 21 January 2021.

256. There is no dispute that the order was validly made, that it contained a penal notice and that Mr Ali was aware of its terms. Nor is there any real dispute that he understood the purpose of the order. The principal issues are whether the conduct prohibited by the order continued after it was made and, if so, whether Mr Ali was responsible for that continuation in the manner alleged by the Claimants.

257. Having considered the evidence as a whole, I am satisfied that the Claimants have established those allegations.

Did the Prohibited Conduct Continue?

258. In my judgment, the evidence demonstrates that the activities which lay at the heart of the underlying proceedings did not cease following the making of the injunction.

259. I have already explained my findings concerning the true nature of the operation. I have found that the business continued to utilise substantially the same personnel, infrastructure, systems and methods notwithstanding the use of different corporate vehicles. I have further found that consumers continued to be approached through a sales process which relied upon scripted communications and which created the impression, or a substantial risk of the impression, that the caller was connected with an existing appliance protection provider.

260. The documentary material recovered during the Trading Standards investigation, the materials found at Gloucester Road, the server evidence and the evidence concerning continuity of personnel and business operations all support that conclusion.

261. I reject the suggestion that what occurred after the making of the order represented a genuinely new and independent business activity. The evidence points overwhelmingly to continuity rather than discontinuity. The prohibited conduct did not stop. It continued.

Mr Ali's Knowledge of the Continuing Activities

262. I am also satisfied that Mr Ali knew that those activities were continuing.

263. The finding is supported by a combination of factors. First, Mr Ali was the sole director of Apex Assure. Secondly, I have already rejected his attempt to portray himself as a passive and detached participant with little knowledge of operational matters. Thirdly, the evidence demonstrates his continuing involvement with the business and his knowledge of matters central to its operation.

264. The contemporaneous documents, the Trading Standards evidence and the evidence concerning the operation of the Gloucester Road premises all demonstrate that Mr Ali occupied a position from which he necessarily knew how the business was functioning in practice.

265. In my judgment, the suggestion that activities of this scale and nature could have continued without Mr Ali's knowledge is unrealistic and inconsistent with the evidence as a whole.

Mr Ali's Responsibility for Compliance

266. I am further satisfied that Mr Ali bore direct responsibility for ensuring compliance with the injunction.

267. The order was not directed solely at a remote corporate entity. Mr Ali was himself bound by the order and was also the individual exercising control over Apex Assure. He was therefore in a position to ensure that prohibited activities ceased and that the company complied with the obligations imposed upon it.

268. The evidence discloses no meaningful attempt on his part to secure such compliance. There is no evidence of effective steps having been taken to alter the manner in which the business operated, to ensure that prohibited representations were not made, or to prevent continuation of the activities complained of.

269. On the contrary, the evidence demonstrates continuing business activity conducted in a manner substantially consistent with the operation which gave rise to the injunction in the first place.

Participation in the Continuing Breach

270. I am satisfied not merely that Mr Ali failed to prevent the continuation of the prohibited conduct but that he knowingly permitted and facilitated it.

271. As I have already found, Mr Ali possessed detailed knowledge of the operation and exercised substantial control over it. The continuation of the business after the injunction was not the result of independent actions taken by others without his knowledge. Nor was he a bystander unable to influence events.

272. The evidence demonstrates that he occupied a central role within the operation. In those circumstances, the continued conduct of the business in breach of the order necessarily involved his participation, approval or acquiescence.

273. I therefore reject the submission that the Claimants have failed to identify any relevant act on his part. The reality is that the continued operation of the business, in a form which contravened the injunction, was itself dependent upon the authority, involvement and control which he exercised.

Conclusion on the Order Allegations

274. I am satisfied so that I am sure that the activities prohibited by the order of 21 January 2021 continued after the making of that order.

275. I am further satisfied that Mr Ali knew that those activities were continuing, that he exercised control over the company through which they were conducted, and that he failed to take reasonable steps to secure compliance with the order.

276. I am also satisfied that his involvement went beyond mere inaction and that he knowingly participated in and facilitated the continuation of the conduct in question.

277. Accordingly, whether the matter is analysed as criminal contempt founded upon knowing participation in conduct contrary to the order or as civil contempt founded upon a failure, as controlling director, to secure compliance with the order, the allegation is proved to the criminal standard. I am sure that Mr Ali was in contempt of court in the manner alleged by the Claimants.

Mr Dhimi

278. The position of Mr Dhimi is different. The allegations against him are narrower and principally concern statements made in the course of the litigation.

279. As with a number of issues in this case, no single item of evidence is necessarily decisive. It is the cumulative effect of the evidence which is significant. When viewed in the round, the evidence demonstrates a degree of continuity in personnel, infrastructure, business arrangements and operational practices which is difficult to explain on the basis that UKSP was a genuinely separate undertaking.

280. I place particular weight on the documentary and electronic material recovered during the Trading Standards investigation. The server seized from the Gloucester Road premises contained documentation relating not only to Apex Assure and Premier Protect but also to UKSP and other businesses operating in the same market. In my judgment, the presence of documentation relating to nominally distinct businesses on a common operational system provides cogent evidence of a close and continuing connection between them.

281. The evidence relating to personnel points in the same direction. The same individuals repeatedly appear across the various entities relied upon by the Claimants. That overlap goes well beyond what might be expected in an ordinary commercial setting. The recurring involvement of individuals associated with Premier Protect and Apex Assure in the operation of UKSP supports the inference that the business itself continued notwithstanding changes in corporate identity.

282. I also regard as significant the evidence obtained by Mr Peerless-Mountford during the course of his investigation. In particular, enquiries concerning the Mocatta House premises and the associated access records revealed continuing involvement by individuals who had featured prominently in connection with the earlier businesses. That evidence is difficult to reconcile with the proposition that UKSP was operating independently of those businesses.

283. Similar significance attaches to the material recovered from Gloucester Road and the evidence arising from subsequent enquiries. The documentary record reveals common suppliers, common operational arrangements and a substantial degree of continuity in the conduct of the business. Whilst individual items of evidence may be capable of innocent explanation when viewed in isolation, the aggregate picture is one of continuing operation rather than discontinuity.

284. I have also considered carefully the submission that the Claimants were seeking to infer continuity merely because individuals knew one another or had previously worked

together. I do not accept that criticism. The Claimants' case does not depend upon personal association alone. Rather, it depends upon the combination of shared personnel, shared infrastructure, shared operational records, shared business processes and the continuity of the business activities themselves. It is the convergence of those factors which I find persuasive.

285. Nor do I consider that the evidence supports the proposition that UKSP commenced business as an entirely fresh and independent venture. That contention sits uneasily with the documentary evidence and with the pattern revealed by the Trading Standards investigation. The reality disclosed by the evidence is one of continuity rather than replacement.

286. Standing back and considering all of the evidence, I am satisfied that UKSP assumed and continued the business which had previously been conducted through the earlier entities. Whilst the legal vehicle changed, the essential business operation did not. The same or substantially the same business activities continued, involving substantially the same personnel, infrastructure and operational arrangements.

287. I therefore find that UKSP was not, in substance, an independent newcomer to the market. Rather, it represented the continuation of the business previously conducted through the corporate entities which had already featured in the underlying litigation.

The Statements Relating to UKSP's Independence

288. The essence of the Claimants' case is that Mr Dhimi sought to present UKSP as a genuinely new and independent business, separate from the businesses which had previously featured in the litigation. The Claimants contend that that account was false and that Mr Dhimi knew it to be false.

289. I have already set out my findings concerning the true nature of UKSP. For the reasons given above, I am satisfied that UKSP represented the continuation of the business previously conducted through the earlier entities rather than an entirely separate commercial venture. The evidence demonstrates substantial continuity of personnel, infrastructure, operational systems, documentation and business activity.

290. I therefore conclude that the statements made by Mr Dhimi and relied upon by the Claimants concerning the independence of UKSP were false.

The Statements Relating to Mr Dhimi's Relationship with the Earlier Operation

291. I reach the same conclusion in relation to the statements concerning Mr Dhimi's relationship with Mr Ali, Apex Assure and the businesses which preceded UKSP.

292. The Defendants sought to characterise the various connections identified by the Claimants as no more than ordinary commercial dealings, personal acquaintance or limited assistance provided between individuals operating within the same sector.

293. I do not accept that characterisation. The evidence demonstrates relationships considerably closer than those described in the statements made by Mr Dhimi and relied upon by the Claimants. The recurring involvement of the same individuals, the overlap in business operations, the documentary links between the relevant entities and the

continuity of the business itself all point towards a level of connection which was materially understated in the evidence given by Mr Dhimi.

294. Whilst any single item of evidence might not be decisive, the cumulative effect of the material is compelling. The account advanced by Mr Dhimi cannot be reconciled with the documentary record.

Why the Statements Were False

295. On the evidence in total, I am satisfied that the statements relied upon by the Claimants were false because they presented to the Court a fundamentally inaccurate picture of UKSP and its relationship with the earlier businesses.

296. The reality disclosed by the evidence was that:

i) UKSP was not operating as a genuinely independent enterprise;

ii) It represented, in substance, the continuation of an existing business operation;

iii) There was substantial continuity of personnel, infrastructure and business activity;

iv) The relationships between the individuals involved were materially closer than suggested; and

v) The business was not operating at arm's length from the earlier entities in the manner described by Mr Dhimi.

297. Those findings are incompatible with the account which Mr Dhimi advanced. I therefore conclude that the statements identified by the Claimants were false.

Did Mr Dhimi Honestly Believe the Statements to be True?

298. The next question is whether Mr Dhimi honestly believed those statements to be true.

299. Having considered the evidence with great care, I am satisfied that he did not.

300. Unlike some witnesses whose involvement was limited or tangential, Mr Dhimi was directly involved in the matters about which he gave evidence. The issues in question concerned the structure of the business, the relationships between those involved in its operation and the circumstances in which UKSP came to be established. These were matters within his own knowledge.

301. I regard that feature as particularly significant. The statements in question did not concern events on the margins of the business or matters dependent upon second-hand information. They concerned matters in which Mr Dhimi was personally involved and about which he was well placed to know the true position.

302. I also take into account the consistency with which the statements operated to support the same overall narrative, namely that UKSP was independent of the businesses which had previously featured in the litigation and that the connections identified by the

Claimants were of limited significance. Having found that narrative to be false, I consider it significant that the inaccuracies all pointed in the same direction.

303. I have considered whether the statements may have resulted from misunderstanding, imprecise language or a genuine difference in interpretation. I reject those possibilities. The evidence demonstrates that Mr Dhimi was aware of facts fundamentally inconsistent with the account which he presented to the Court.

304. I have also considered carefully the submissions advanced on his behalf concerning the alleged novelty of the Claimants' "Independent Business Façade" argument. I accept that the Court must determine the allegations by reference to evidence rather than labels. However, even putting that phrase entirely to one side, the underlying documentary evidence demonstrates that the account advanced by Mr Dhimi did not reflect the true position.

305. Thus, I am satisfied that Mr Dhimi knew the true nature of the relationships and business arrangements in question. At the very least, he knew that he had no proper basis for making the assertions relied upon. In reality, I am satisfied that he knew that the picture being presented to the Court was inaccurate.

306. Accordingly, I am sure that Mr Dhimi did not honestly believe the relevant statements to be true when they were made.

Conclusion on the Allegations Against Mr Dhimi

307. Drawing these matters together, I am satisfied that the statements identified by the Claimants were false, that they concerned matters material to issues before the Court in the underlying proceedings, and that Mr Dhimi did not honestly believe them to be true.

308. The statements formed part of a broader attempt to present UKSP as an independent business operating separately from the earlier entities and to minimise the true extent of the connections between the individuals and businesses concerned. For the reasons I have given, I am satisfied that that account was false.

309. Accordingly, I am sure that the Claimants have established the allegations against Mr Dhimi to the criminal standard. The contempt allegations against him are therefore proved.

Overall Conclusions

310. The contemporaneous documentary evidence is notable both for its breadth and its consistency. Scripts, employee questionnaires, server records, metadata, payroll records, banking material, office records and customer documentation all point in the same direction.

311. I reject the principal explanations advanced by both Defendants. I find that the documentary record conclusively undermines Mr Ali's "third-party call centre" case and demonstrates that Apex Assure maintained an operational sales business of which he was well aware. I further find that significant aspects of the evidence he gave were knowingly false.

312. I also find that the documentary evidence establishes substantial continuity between Premier Protect, Apex Assure and UKSP and materially undermines Mr Dhimi's evidence that UKSP was an independent enterprise established with only limited assistance from Mr Akayour. I am satisfied that the material parts of his evidence were likewise knowingly false.

313. Having considered the entirety of the evidence before me, I am satisfied that the Claimants have established, to the criminal standard where required, the essential factual picture upon which their case depends.

314. In reaching that conclusion, I make clear that I have not treated the findings of Lavender J as determinative of any issue arising in these contempt proceedings. As I have already explained, it was necessary for me to reach my own conclusions on the evidence adduced before me. Having done so, however, I have reached factual conclusions which are in substance materially the same as those reached by Lavender J in the underlying litigation. That is because the evidential picture presented in these proceedings points compellingly towards the same result.

315. The administration of justice depends upon compliance with court orders and upon the honesty of those who place evidence before the Court. The contempts established in the present case strike at both of those fundamental requirements. They were not technical breaches, misunderstandings or errors of recollection. They involved the deliberate presentation of a false picture to the Court and, in Mr Ali's case, knowing non-compliance with an order of the Court.

316. For the reasons I have given, I find that Mr Ali and Mr Dhimi are guilty of contempt of court in the respects identified in this judgment. I will hear the parties as to the appropriate consequential orders and, in due course, as to sanction.

END