

have a reciprocal enforcement relationship with the Courts of Dubai itself; and (c) they exercise a so-called ‘conduit jurisdiction’, by which judgments that are registered in the DIFC Courts can then be taken to the Courts of Dubai for execution. Accordingly, it is possible for parties to seek to execute foreign judgments in Dubai *via* the DIFC Courts. It is by this route that W is now seeking to execute the Judgment against M.V. “Luna” and seeks further orders from this originating Court to do so.

### *Histology of evasion*

21. The histology of H’s dealings with M.V. “Luna” are redolent of his elaborate and contumacious campaign to evade and frustrate the enforcement of the Judgment debt against him. New facts have recently come to light and been drawn to this Court’s attention which reinforce that picture. The true sequence of events appears to be as follows.
22. H transferred M.V. “Luna” into the name of Tiffany, but then procured a dummy ‘sale’ of the vessel to Avenger, using funds from his own bank account. However, unbeknown to W and this Court, during the trial in December 2016, Avenger did not, in fact, continue to hold title to M.V. “Luna”. It transpires that H had taken a rapid series of further surreptitious steps to attempt to place his yacht further beyond the reach of enforcement. The sequence of events was as follows. On 30th November 2016 (*i.e.* the second day of the trial before me), M.V. “Luna” was transferred from Avenger to another Panama entity, Stern Management Corporation (“Stern”). On 1st December 2016, M.V. “Luna” was transferred by Stern to Qubo 2 and was re-registered as a Marshall Islands vessel. On 20th December 2016, this Court found that Qubo 2 was no more than H’s ‘cipher’ and *alter ego* and made an order that Qubo 2 was jointly and severally liable to W for the sum of £350 million. On 28th December 2016, the Lichtenstein Court made a freezing order against Qubo 2 prohibiting the disposal of M.V. “Luna” and made payment orders against Qubo 2.
23. In breach of the Orders of the English and Lichtenstein Courts, however, on 8th March 2017, Qubo 2 transferred M.V. “Luna” to Straight. Straight appears to be current title-holder of the vessel (at least on current information).
24. The newly created vehicle, Straight, would appear to be the antithesis of its name. The transfer M.V. “Luna” by Qubo 2 to Straight was made despite the fact that Qubo 2 had been made jointly and severally liable for payment of the lump sum award under the Judgment, and in breach of breach of the freezing injunction granted by the Liechtenstein Courts in W’s favour as aforesaid.
25. In my judgment, it is clear that Straight is simply another ‘cipher’ and *alter ego* of H, and another attempt by H to evade enforcement. Straight is another Liechtenstein ‘Anstalt’. Straight operates from the same address as Qubo 2. Straight has the same individual directors who operate Qubo 2, *i.e.* one of H’s known ‘ciphers’. Straight was incorporated on 17th February 2017, after Judgment had been entered against H and Qubo 2. The timing is again telling. Straight was incorporated, and the vessel transferred from Qubo 2 to Straight, in the midst of W’s initial attempts to enforce the Judgment against Qubo 2 in Liechtenstein. On 23rd February 2017, Qubo 2 appealed the orders made by the Liechtenstein Court on 28th December 2017. The freezing