

could invest in the financial markets for his sole financial benefit. Temur denies receiving any direct distributions from the identified Liechtenstein Trusts.

14. The Wife asserts that, for the reasons set out in her Particulars of Claim, the court can infer that at least a purpose of gifting well over US\$100 million to Temur was to put those assets well beyond her reach. She points to the Husband, with Temur's assistance, having been engaged since about October 2014 in concerted efforts to ensure that all his assets were not amenable to enforcement. She also maintains that Temur has received monies, directly or indirectly from the Liechtenstein trusts in circumstances where, since those trusts were established, the Husband has received very substantial sums from those trusts (known to exceed US\$113 million since 2017) and he has, in turn, transferred well in excess of US\$25 million to Temur since 2017.
15. In his Defence relating to the Moscow Property, Temur admits that this was ultimately beneficially owned by the Husband. He contends that, in June 2018, he purchased Solyanka Servis (and thus the Moscow Property) from his father for RUB 50 million (that is, less than £600,000). He admits that the transfer of shares was registered in the Russian state register. However, he offers no explanation as to why the shares were sold to him at an apparent fraction of their true value in 2018, at a time when the Wife was actively seeking to enforce the judgment abroad.
16. Temur now contends that he failed to pay the purchase price for Solyanka Servis in July 2018 thereby rendering the purchase agreement "forfeit". The shares, however, remain at present registered in his name. A very short time after the Wife issued her Particulars of Claim in January 2020, Sunningdale – the company controlled by the Husband - suddenly commenced proceedings in Moscow against Temur to recover the shares for his default of payment. Temur states that he will not defend this claim. The Wife contends that this litigation is a transparent and collusive attempt by the Husband and Temur to move the shares out of Temur's ownership so that this court cannot grant effective relief now that a claim has been brought against Temur in this jurisdiction.

Temur's Counterclaims

17. Temur has included two counterclaims in his Defence. The first seeks an injunction to prohibit the Wife from instructing any lawyers funded, directly or indirectly, from monies paid by Burford Capital on the grounds, it is asserted, that the Wife's funding arrangements with Burford Capital are contrary to the public policy against champerty. The second is a claim for misuse of private and/or confidential information insofar as the documents provided to the Wife's lawyers by Mr Henderson relate to the personal, financial or business affairs of Temur. Temur seeks (i) an order prohibiting the Wife from using such documents in proceedings, (ii) an injunction to prohibit publication of such documents, and (iii) an order for delivery up of such documents.

The Wife's Litigation Funding: Strike Out and Disclosure Applications

The Wife's Relationship with Burford Capital

18. This litigation by the Wife to enforce her financial remedies order is being funded by Burford Capital, a well-known and London-listed professional third-party funder. Burford Capital are founding members of the Association of Litigation Funders ["the ALF"] and are thereby committed to the Code of Conduct endorsed by the Civil Justice Council. The precise terms of the Wife's arrangement with Burford Capital are not known. However, on 22 January 2018 the Wife entered into a Deed of Assignment (otherwise known as the Security Assignment) with Burford Capital which contains a number of provisions which may be of relevance to the contentions advanced by the parties. The Deed of Assignment is in my bundle. I note that the Wife instructed PCB Litigation