

103. The March 2015 Disposition plainly was at an undervalue. H clearly entered into the transaction for the purpose of either: (a) putting assets beyond the reach of a person who is making, or may at some time make, a claim against him, and/or (b) otherwise prejudicing the interests of such a person in relation to the claim which is making or may make. Thus, for the same reasons given above in relation to s.37 MCA 1973, it is to be inferred that H intended by the March 2015 Disposition, at the very least, to "*prejudice [W's]... interests in relation to the claim*".
104. W formally asserted a s.423 claim against H in her case in respect of the March 2015 Disposition. H's failure to answer that claim also enables an adverse inference to be drawn against him in relation to his intention behind the disposition.
105. The Court may make any order it sees fit for restoring the *status quo ante* (including but not limited to those set out in s. 425 IA 1986). W seeks an order reversing the March 2015 Disposition and vesting the shares in the March 2015 Companies in H. I shall so order.

DISTRIBUTION:

(6) What is a fair distribution of the marital assets?

106. I turn, finally, to the question of fair distribution of the marital assets. The total wealth in this case is £1,092,334,626.
107. I find that this entire wealth is matrimonial in character, *i.e.* it was acquired and built up during the long marriage by H and W's equal contributions to the welfare of the family, and should be subject to the sharing principle (see above). There are no 'Departure Points' in this case (see above).
108. Accordingly, I can see no reason in principle why there should not be an equal 50:50 division of the total marital assets in this case, *i.e.* £1,092,334,626.

W's claim

109. W originally made an open offer under FPR 2010 of a payment of a lump sum of £350 million in a letter dated 7th April 2016 (repeated in a letter dated 14th November 2016). This represented some 33% of the marital assets. In breach of the rules, H did not himself make an open offer. W's offer was made, no doubt, in the hope of avoiding a painful trial (in which, moreover, H was seeking to serve a statement from one of the children). W is not bound by her open offer. An unaccepted offer is a thing writ in water and can be revoked.
110. In addition to a lump sum payment of £350 million (and the assets she currently holds of £10,165,162), W is now also seeking a further £93,060,990 comprising the following:
- (1) The chattels situated at the English property valued at £2,479,125;
 - (2) The *Aston Martin* motor car in Surrey valued at £350,000 (the sale proceeds of which is intended to provide a fighting fund to assist in the enforcement of the Order abroad);
 - (3) The Modern Art Collection held by P Ltd which has recently been valued (on a sale basis) at \$112m.
111. The total value of W's claim is now, therefore, £453,576,152. This comprises some 41.5% of the total marital assets. I find that this figure is justified in all the circumstances. I shall so order.

ANCILLARY MATTERS:

(7) Service

112. It is necessary to consider the question of whether or not proceedings have been properly served on the Respondents.

Service of proceedings on H

113. I am satisfied that H has been properly served with the up-to-date proceedings in this matter, in particular, (i) Moor J's Order dated 25th October 2016 which ordered C Ltd and P Ltd be joined as parties, (ii) W's Case re the Trust, and (iii) the trial bundles and authorities.
114. H was represented at the PTR before Moor J on 25th October 2016 by Sears Tooth and Leading Counsel. H, therefore, had notice of all the terms of the Order that Moor J made on that date. The sealed PTR Order and W's Case re the Trust was served on Sears Tooth before they applied to come off the record on 9th November 2016. Sears Tooth did not receive the sealed order removing them from the record until 16th November 2016. I am satisfied that H knew, or must be taken to have known, that C Ltd and P Ltd had been joined as parties in these proceedings and that W was seeking declarations and orders in respect of P Ltd.
115. PHB attempted to contact H directly after Sears Tooth came off the record, using an email address which the Court has previously approved for service, and one that W uses to communicate with H. The documents and authorities were sent to H on Friday 25th November 2016 before the hearing was scheduled to commence on 28th November 2016. H failed to respond to any letters which were sent to him or make any acknowledgement of receipt of any communications or documents.

Service of proceedings on C Ltd and P Ltd (and constructive notice)

116. I am satisfied that C Ltd and P Ltd have themselves been properly served with the up-to-date proceedings in this matter, in particular, (i) Moor J's Order dated 25th October 2016 which ordered C Ltd and P Ltd be joined as parties, (ii) W's Case re the Trust, and (iii) the trial bundles and authorities. FPR 2010, r.6.14, provides that any document may be served out of the jurisdiction without the permission of the court (*c.f.* the CPR 1998).
117. I am also satisfied that, C Ltd and P Ltd can be taken to have had actual or constructive notice of all orders, documents and proceedings that H has been served with, and notice of joinder and the relief that sought against them by W. This follows from H's role and relationship with C Ltd and P Ltd and the fact that these companies are both controlled by H, and are his *alter egos* (see above).

C Ltd

118. I have read and accept the statement of Mr Ian Connell, a partner of PHB, regarding service. Mr Connell explains the steps that have been taken by PHB to serve C Ltd in Cyprus by fax, email and by post variously with the PTR Order, W's Case of the Trust and W's counsels' trial opening and authorities on 26th October, 31st October, 8th November and 25th November 2016 at its registered address in Cyprus (the address of its attorneys). No response was received from C Ltd.

P Ltd

119. FPR 2010 r. 6.43 contains general provisions regarding service out of the jurisdiction: