CLYDE&CO

Commercial Dispute Resolution Newsletter

April 2018

Contents

Overview

The English courts have been busy during the first part of 2018. The Supreme Court has revisited the issue of service of a claim form once again, providing useful tips for claimants. Disclosure, often the most costly part of the litigation process, has also been the subject of further case law, in particular how e-disclosure should be managed. At the end of this newsletter, we provide an update on a new disclosure pilot scheme. The courts have revisited issues relating to freezing injunctions and security for costs, two important tools in a litigator's armoury. There has also been a case on the English courts' approach to dealing with letters of request, a useful support for foreign proceedings where documents and witnesses are located within the jurisdiction of the English courts.

The Asbestos Victims Support Groups Forum (UK) v Cape Distribution Limited & Ors [2017] EWHC 2103 (QB)

Non-party entitled to access to documents filed at court

Master McCloud has held that documents "filed" on the court record which are read in court can be accessed by non-parties provided the non-party has a legitimate interest. Documents on the record of the court which are not read in court are subject to a more stringent test, namely, there must be strong grounds for thinking that access is necessary in the interests of justice.

The principle of open justice is engaged even if a case settles before judgment. In this case, filed paper bundles were records of the court. However, a bundle provided solely in electronic form via a document management system (and which contained disclosed documents) was not a bundle filed at court, and so did not fall within the scope of CPR r5.4C "because 'filing' required delivery to the court office and in any event CPR 5.5 provided that a 'practice direction may make provision for documents to be filed or sent to the court' by electronic means and there was no provision for electronic filing of bundles".

It was irrelevant that the parties had agreed a confidential settlement. This point should be borne in mind when documents are filed at court. If documents other than statements of case have been filed at court (and filing does not include providing documents in electronic form, where no order for electronic filing has been made), they may be vulnerable to an order allowing access to non-parties even though they are later made the subject of confidentiality obligations as between the parties themselves (and even though they may not have been read in court).

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John Michael Sharp v Sir Maurice Victor Blank [2017] EWHC 3390 (Ch)

Court considers revision of a costs budget and the meaning of a "significant development"

Costs budgets cover costs to be incurred (not costs already incurred). PD3E para 7.6 provides that "Each party shall revise its budget in respect of future costs upwards or downwards, if significant developments in the litigation warrant such revisions … The court may approve, vary or disapprove the revisions having regard to any significant developments which have occurred since the date when the previous budget was approved or agreed".

This case involved seven claims that were subject to a group litigation order and the claimants applied for a costs management order. Total budgeted costs amounted to just under £37 million. The defendants subsequently asserted that certain significant developments required them to revise their budget and the claimants refused to agree to the revisions.

Chief Master Marsh held that the court has jurisdiction to revise a budget taking the last agreed or approved budget as the base reference point: "Costs which have been incurred since the date of the last agreed or approved budget (or the antecedent date) that relate to significant developments are, for the purposes of revision, placed in the estimated columns of the revised Precedent H in one or more phase. In some cases, it may not be obvious where they go (for example a late application for security for costs) but I can see no reason why Precedent H may not be adapted as necessary to accommodate work that does not easily fit in".

The following factors were found to be "significant developments" in this case: (a) the trial timetable had been extended by a total of 48 business days; (b) an application for specific disclosure had resulted in a large number of documents that had to be reviewed; and (c) the claimants had served an expert's report which was a change from the agreed basis upon which expert evidence was to be provided. However, the following factors were found not to be "significant developments": (a) the claimants' application for third party disclosure; (b) questions put to the defendants' experts by the claimants; and (c) modest adjustments to the claimants' case following a change in approach by the claimants' expert.

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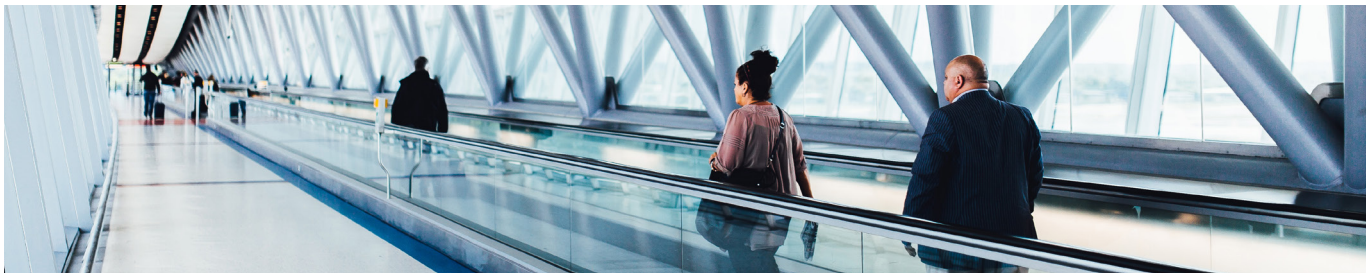


Triumph Controls UK Ltd & Ors v Primus International Holding Co & Ors [2018] EWHC 176 (TCC)

Judge criticises unilateral decisions taken by a party during the disclosure process and orders a fresh manual review

The defendants sought two orders from the court following the claimants' disclosure: (1) an order that the claimants provide a list of 860,000 folders and file paths to the defendants so that they could identify whether any additional folders or file paths ought to have been searched; and (2) an order that the claimants undertake a manual review of the balance of 220,000 documents (out of a total of 450,000) which had been identified as potentially disclosable following a keyword search. The parties had agreed on keywords but the claimants had unilaterally used a Computer Assisted Review ("CAR") to conclude that only 0.38% of these documents would be relevant

The first order was refused by Coulson J. Although the claimants had acted without consulting the defendants (and it would have been better to have consulted), the process had been clearly set out in the claimants' original list of documents and so the defendants had had 17 months to raise this complaint. In any event, this method had been sensible and proportionate on the facts, especially as the defendants had been unable to identify any obviously missing folders/file paths.

In relation to the second order, Coulson J held that both the CAR exercise and the sampling exercise that it produced, had not been transparent or independently verifiable. The Electronic Documents Questionnaire had referred to a manual review of all documents and "At no time have the claimants provided relevant details as to how the CAR was set up or how it was operated. In circumstances where the decision to use the CAR was unilateral, and where the defendants had no input into it at all, that is unsatisfactory". It was also not apparent that there had been any overseeing senior lawyer. The judge ordered the parties to agree a methodology by which a sample of 25% of the 220,000 documents would be manually searched. That search was to take no longer than three weeks.

"Although the claimants had acted without consulting the defendants (and it would have been better to have consulted), the process had been clearly set out in the claimants' original list of documents and so the defendants had had 17 months to raise this complaint.

Cyprus Popular Bank Public Co Ltd v Vgenopoulos & Ors [2018] EWCA Civ 1

Court of Appeal confirms that freezing order obtained abroad can be registered and served in England pending an appeal against registration

A bank commenced proceedings in Cyprus and obtained a worldwide freezing order from the Cypriot court. It then registered that freezing order as a judgment of the English High Court (pursuant to Article 38 of the Judgments Regulation (EC Regulation 44/2001)). The first novel issue in this case was whether the worldwide freezing order became immediately effective and fully enforceable in England or whether it only became effective and fully enforceable if no appeal was brought in respect of the registration order within two months (or, if an appeal was brought, once that appeal was determined). The Court of Appeal held that the order was immediately effective and enforceable.

The second issue was what was meant by "measures of enforcement" as referred to in Article 47(3) of the Judgments Regulation. Article 47(3) provides that during the time specified for an appeal against registration, no "measures of enforcement" may be taken. The issue in this case was whether it meant the processes in which the court is involved in securing enforcement, or whether it also included service of the worldwide freezing order and/or notification of the order to third parties. The Court of Appeal favoured the argument that, as a question of English law, "enforcement" of a judgment entails the invocation of the process of the English court. However, it did not need to decide the point because it also held that service/notification are not "measures of enforcement" prohibited by Article 47(3) (even if they contain a penal notice).

> "The Court of Appeal held that the order was immediately effective and enforceable.

PSJC Commercial Bank Privatbank v Kolomoisky & Ors [2018] EWHC 482 (Ch)

Judge rules on what must be disclosed by the respondent following the grant of a freezing order

A worldwide freezing order ("WFO") granted against the respondents contained the standard disclosure obligation to inform the applicant in writing "of all his assets exceeding [here, £25,000] in value as at the date of this order, giving the value, location and detail of all such assets." The WFO defined the term "assets" as including a chose in action (broadly, a right to sue another party), although it did not give any guidance as to what had to be provided in relation to a chose in action. The respondents had made various loans and the applicant argued that full disclosure of these had not been given, in particular whether the debtors were likely to be able to repay.

The judge noted that an asset disclosure order should only be made for the purpose of policing, or giving effect to, the WFO and should not go beyond information that is necessary for that purpose. Confidentiality does not entitle the respondent to withhold information. She accepted that the court has jurisdiction to make the order (which might include disclosure of documents), where "such an order is required to enable a claimant, first, to identify the nature and extent of a defendant's interest in assets, and second, to decide whether and, if so, what further steps it should take to protect its position, such steps being an important aspect of its ability to police the freezing order".

The judge refused to order disclosure of loan documents and drew an analogy with details of a bank account: "In such a case the court would require disclosure of the bank's name and location, the name or names in which the account is held, the account number and the balance in the account, which is the asset for these purposes. What the court will not do is order the provision of bank statements. They contain details about the asset but they are not details necessary to understand the nature of the interest in the asset or to enable the freezing order to be policed".

The judge was prepared to order disclosure of the date on which each contract was entered into and the nature of the goods sold or services provided under the contracts. Such basic information fell within the scope of "details" for the purposes of the WFO. The date of repayment was also a detail which was directly relevant to the value of the chose in action and thus within "location, value or details". The applicant was further entitled to know whether the repayment of monies due was secured and the estimated value of any such security. However, although information about payments made to date had to be given to the applicant, the respondent was not required to provide details of future payments.

> "Confidentiality does not entitle the respondent to withhold information.

Allergan, Inc v Amazon Medica [2018] EWHC 307 (QB)

Judge sets aside order made pursuant to a letter of request from a US Court

This was an application to set aside an order made by a master pursuant to a letter of request issued by a US court requiring the UK applicant to provide oral evidence and documents.

Cockerill J confirmed that the first step when considering a contentious letter of request is to keep an eye on the underpinning jurisdiction: "In other words, when talking of compelling oral evidence the comparator is with when a witness summons would be available in proceedings in the English Court". A two-stage test has been laid down in the case of First American Corp v Sheikh Zayed Al-Nahyan [1999], namely: (i) whether the intended witness can reasonably be expected to have relevant evidence and (ii) whether there is an intention to obtain evidence for use at trial. Unless the US court has considered the English approach and confirmed that the evidence sought is relevant to issues for trial, the English court is free to scrutinise the request: "It is not the same thing at all … when a court issues a letter of request without the defendant being heard, or when the Court itself says nothing about relevance but simply records the submission of the applicant".

Here, the letter of request was issued following an unopposed paper application. Although the judge accepted that it could not be said that no consideration of the merits would ever eventually take place in the US, he went on to find that the timeline gave pause for thought: "Here we are looking at a stage even before the pre-trial discovery stage. There are as yet no defined issues; because there is no pleading from the Defendant… Thus it is clear that a part of the purpose of this Letter of Request is investigatory and therefore impermissible".

The judge concluded that the English court had no jurisdiction to make the order and the order was set aside. However, he accepted that it was possible, in principle, for a letter of request issued at such a stage to meet the relevant test. This case re-affirms that a letter of request should not be treated as a wide-ranging "fishing expedition", which is investigatory, rather than being aimed at obtaining evidence.

> "… a letter of request should not be treated as a wide-ranging "fishing expedition", which is investigatory, rather than being aimed at obtaining evidence.

JMX v Norfolk and Norwich Hospitals NHS Foundation Trust [2018] EWHC 185 (QB)

Judge considers whether Part 36 offer was a genuine attempt to settle

One of the factors the court can take into account when deciding whether it would be unjust to order the usual, enhanced costs consequences following a successful Part 36 offer is: "whether the offer was a genuine attempt to settle the proceedings". In this case, the claimant offered to accept 90% of his claim and went on to beat that offer at trial. The defendant argued that the usual Part 36 costs consequences should not be applied because the offer "did not reflect any realistic assessment of the risks of the litigation" (i.e. it was a significant under-evaluation of the litigation risk) and the offer letter did not explain why only a 10% discount was being offered (something which the White Book suggests would be prudent in such a situation).

The judge held that an argument about how a party perceives the litigation risk will hardly ever succeed: "How one side perceives the risks in a piece of litigation … will almost invariably be different from the way the other side perceives them". As such, the court should adopt a broad brush approach, rather than a mini-trial as to how the case should have looked to the offeror at the time of the offer.

The offer here had been a genuine attempt to settle: 10% is not a token discount and, as the claim ran into several million pounds, it also represented a significant amount of money. The judge was also critical of the parties' written submissions about what had taken place at negotiation meetings. The judge also awarded interest on indemnity costs of 5% above base rate.

The argument that a successful Part 36 offer was not a genuine attempt to settle is a very difficult one to run. In Jockey Club v Willmott Dixon [2016], an offer of 95% of the claim in an "all or nothing" case was held to be a genuine attempt to settle, even though the claimant was unlikely to have been awarded 95% at trial. In reaching that decision, the court took into account not only the percentage of the claim being discounted but also what that equated to in monetary terms. Only "extreme" offers are likely to fail.

> "…how one side perceives the risks in a piece of litigation … will almost invariably be different from the way the other side perceives them.

Bilta (UK) LTD (in Liquidation) & Ors v Royal Bank of Scotland & Ors [2017] EWHC 3535 (Ch)

Judge considers whether claim to litigation privilege had been made out

The defendant in this case sought to withhold documents (including transcripts of interviews with its employees) from disclosure on the basis that they were covered by litigation privilege (the litigation in question being a different one from the present case – namely, litigation between the defendant and HMRC).

In order to qualify for litigation privilege, it must be shown that the relevant communications were made "for the sole or dominant purpose of conducting that litigation". In this case, the interviews took place after HMRC had commenced an investigation into the defendant's activities. The claimant argued that the defendant's internal investigation after that point had been conducted to inform itself of its position and to persuade HMRC not to issue an assessment. The defendant countered that a letter sent from HMRC to it before the interviews took place had changed the investigation into a tax dispute.

The judge agreed with the defendant. It did not matter if the litigation purpose was the sole or merely the dominant purpose of the interview. There is no general legal principle that attempts to settle will prevent the litigation purpose being the dominant purpose.

Here, the defendant was not spending large amounts of money in the hope of dissuading HMRC from issuing an assessment, and even if it was, that was only a subsidiary purpose: "Here, fending off the assessment was just part of the continuum that formed the road to the litigation that was considered, rightly, as it turned out, to be almost inevitable". In short, the interviews had taken place because the defendant was "gearing up for the litigation".

This case confirms that the question of whether communications are produced for the sole or dominant purpose of aiding or conducting litigation is necessarily highly fact-sensitive. The key issue is why the document has come into existence: was it to aid potential litigation or was there an additional, and entirely separate, purpose (of equal importance to the party)?

> "It did not matter if the litigation purpose was the sole or merely the dominant purpose of the interview.

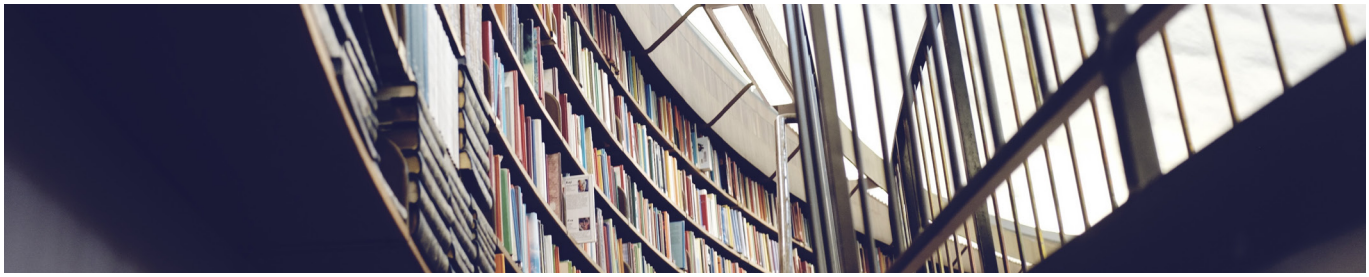
Marcura Equities FZE & Anor v Nisomar Ventures Ltd & Anor [2018] EWHC 523 (QB)

Court considers whether settlement meeting was without prejudice save as to costs

One of the issues in this case was the status of a settlement meeting between the parties before they reached an agreement a year later, and whether a judge was entitled to take into account what was said at that meeting.

The parties had agreed that the meeting was without prejudice, but they had not discussed whether it was without prejudice save as to costs ("WPSATC"). Reference was made to the Court of Appeal decision of Gresham Pension Trustees v Cammack [2016], in which it was said that the parties had to agree that a meeting was WPSATC if they did not want the general rule precluding the admission of without prejudice communications to apply. The judge in this case said that he was not required to decide whether the Court of Appeal meant that WPSATC status can only ever be achieved by an express statement. That was because he found that there was nothing in the surrounding circumstances which could give rise to an inference in this case that the meeting was intended by both parties to be WPSATC, despite nothing express being said to that effect. Accordingly, he did not read the evidence as to what happened at the meeting.

"The parties had agreed that the meeting was without prejudice, but they had not discussed whether it was without prejudice save as to costs ("WPSATC").



Premier Motorauctions Ltd & Anor v PriceWaterhouseCoopers LLP & Anor [2017] EWCA Civ 1872

Court of Appeal orders security for costs where ATE insurance policy did not contain an anti-avoidance provision

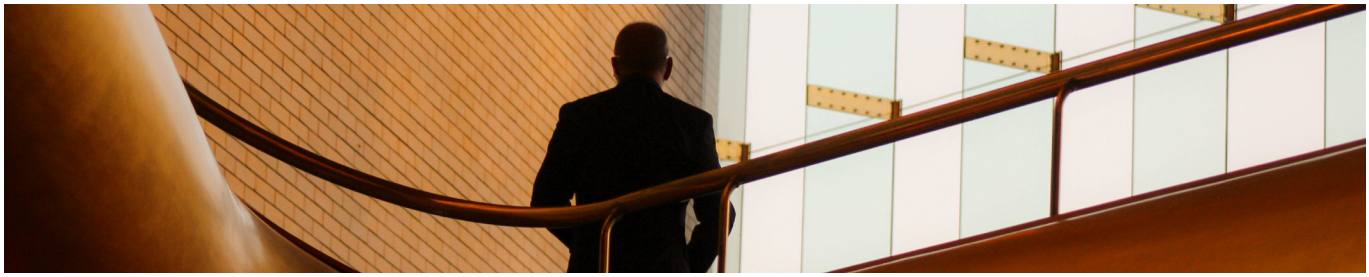
The defendants applied for a security for costs order on the basis that the claimant is a company and there "is reason to believe that it will be unable to pay the defendant's costs if ordered to do so" (CPR r25.13(2)(c)). After the claim form was issued, the claimant obtained ATE insurance cover. The issue in this case was whether the security for costs order should be made in light of the ATE insurance cover.

At first instance, the judge held that the existence of an ATE policy should be taken into account when asking whether there is reason to believe that the claimant will be unable to pay an adverse costs order (i.e. the threshold jurisdictional question), rather than only after a security for costs order has been made (and it is necessary to decide whether the policy is as good as cash or a bank guarantee). On the appeal, the Court of Appeal did not disagree with that approach and held that "an appropriately framed ATE insurance policy can in theory be an answer to an application for security".

The judge had refused to find that there was reason to believe that the ATE policy in question would not respond, and in particular, that the insurers would avoid for non-disclosure or misrepresentation. That was despite the underlying case involving doubts about the credibility of the claimant's managing director. The Court of Appeal allowed the appeal from that finding. In doing so, the Court of Appeal held that "Of course it does not follow that insurers would avoid but the difficulty is that neither the defendants nor the court has any information with which to judge the likelihood of such avoidance. One knows that ATE insurers do seek to avoid their policies if they consider it right to do so".

A key point taken into account by the Court of Appeal was that the policy did not contain any anti-avoidance provisions. It was also unimpressed by the claimant's failure to procure a deed of indemnity from the insurers, which would have confirmed that insurers were giving up their right to avoid. Reference was also made to the recent case of Holyoake v Candy [2017] in which, on a different point, it was concluded that even an ATE policy which provided for avoidance only in cases of fraud was not suitable to stand as fortification for a cross-undertaking in damages. Accordingly, there was jurisdiction to order security for costs and the Court of Appeal ordered security of £4 million to be provided.

> "...the Court of Appeal held that "Of course it does not follow that insurers would avoid but the difficulty is that neither the defendants nor the court has any information with which to judge the likelihood of such avoidance."



Danilina v Chernukhin & Ors [2018] EWHC 39 (Comm)

Judge considers security for costs application against an individual resident outside the EU/EEA

The defendants sought security for costs against the claimant on the basis that she was an individual resident (broadly) outside of the EU/EEA (CPR r25.13(2)(a)). The mere fact that a claimant is resident outside the EU/EEA does not entitle a defendant to security: "the establishment of residence is merely a trigger". The court must then consider the impact on any future enforcement of a costs order.

In Ras Al Khaimah v Bestfort [2016], the Court of Appeal held that it is usually sufficient for an applicant simply to adduce evidence to show that there is a "real risk" that it will not be in a position to enforce a costs order and that, in all the circumstances, it is just to make an order for security. If enforcement will be possible but there is a real risk that it will take longer or cost more than enforcement in the EU/EEA, security will usually be ordered to cover that risk only. However, if there is a real risk of non-enforcement, the court may instead order security to cover the full likely recoverable amount of costs to date and then later to trial.

Here, there was a risk of non-enforcement in Russia, but the greater probability was that enforcement would be possible but take longer and be more difficult. The judge held that in such circumstances "one here combines the position as part of a sliding scale with the various discretionary factors (to the extent relevant). Thus .. a marginal risk in combination with lack of probity or established bad conduct may justify a full securing of costs".

On the facts of the case, the judge concluded that "this [was] a case where a single order of a substantial amount of security to reflect the real (but small) risk of non-enforcement and greater (but less financially extensive) risk of increased cost and delay [was] the correct approach".

> "If enforcement will be possible but there is a real risk that it will take longer or cost more than enforcement in the EU/EEA, security will usually be ordered to cover that risk only.

Barton v Wright Hassall LLP [2018] UKSC 12

Supreme Court refuses to validate service of a claim form

The claimant, a litigant in person, sought to serve his claim form on the solicitors appointed by the defendant's insurers by email. Under the CPR, service by email is only allowed where the recipient has previously confirmed in writing that it is willing to accept service in this way. This was not the case here. The solicitors informed the litigant in person that service was not valid but only after the time for service had expired (and the claim was time-barred). When the claimant's application under CPR r6.15(2), for an order that the steps he had taken to bring the claim form to the attention of the defendant should count as good service, was refused, he appealed to the Court of Appeal. That appeal was dismissed and so the claimant appealed to the Supreme Court.

The Supreme Court has now rejected that appeal by a majority of 3:2. In doing so, the Supreme Court confirmed that it is not enough that the claim form has come to the attention of the defendant: "This is because a bright line rule is necessary in order to determine the exact point from which time runs for the taking of further steps or the entry of judgment in default of them". Nor is there usually any reason to justify applying to litigants in person a lower standard of compliance (although it may affect the position in a marginal case).

The solicitors were not under any duty to advise the appellant that service was invalid and "Nor could they properly have done so without taking their client's instructions and advising them that the result might be to deprive them of a limitation defence. It is hardly conceivable that in those circumstances the client would have authorised it."

The conclusion that the Supreme Court drew was that the appellant had not allowed himself enough time to rectify any mishap, having attempted to serve both at the end of the limitation period and at the end of the claim form's period of validity: "A person who courts disaster in this way can have only a very limited claim on the court's indulgence… By comparison, the prejudice to [the defendant] is palpable. They will retrospectively be deprived of an accrued limitation defence if service is validated".

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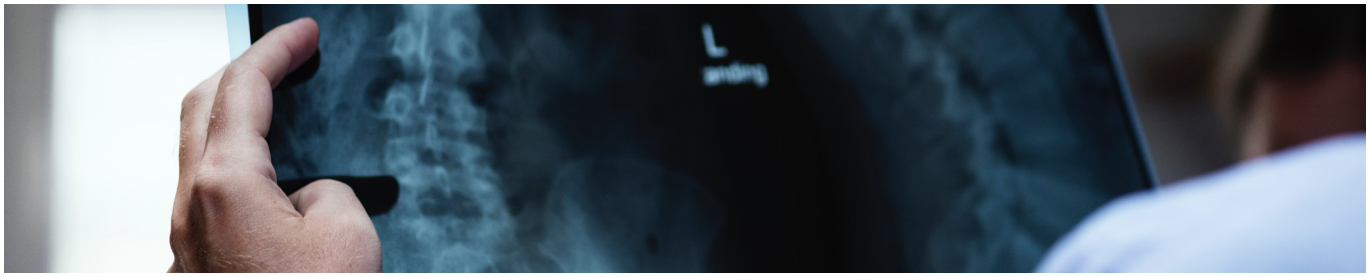

DDM v Al-Zahra Pvt Hospital & Ors [2018] EWHC 346 (QB)

Court grants extension of time to serve claim form out of the jurisdiction

The claimant experienced delays in effecting service of the claim form on the defendants, including a hospital in the United Arab Emirates ("UAE"). The Foreign Process Section ("FPS") of at the Royal Courts of Justice advised the claimant that service in the UAE can take between six and 12 months, or more, and that an extension of time to serve should be sought (under CPR r7.6). Two extensions of time were granted but the second one was subsequently set aside. The claimant appealed against that decision and that appeal was allowed.

The defendants referred to Foran v Secret Surgery [2016], in which the judge held that an extension of time should not have been granted in a service out of the jurisdiction case. The judge in that case said that the six-month period for service out was generous, but in this case Foskett J commented that "I respectfully question whether the 6-month period allowed for service outside the jurisdiction does cater in all circumstances for the difficulties of effecting service through the FPS process". Furthermore, the claimant's solicitors in Foran had been criticised for not pursuing matters with the FPS to see how service could be expedited, but the judge in this case said that the FPS's website (at least now) makes it clear that such enquiries are "obviously discouraged and, frankly, futile". Furthermore, where, as in the UAE, alternative means of service are not ordinarily possible, there would be no point in making such enquiries.

A further issue taken into account in this case was the total lack of communication by the defendants. The judge commented that "in my view, the complete failure of the Defendants to respond at all to these various communications ought to weigh heavily against the otherwise important consideration of the expiry of the limitation period". The defendants' insurers had initially advised the defendants not to respond to the claimant and the judge noted that "it does appear that the hospital itself did react properly to the communications from the Claimant's solicitors and, perhaps, assumed that the insurers would acknowledge those communications. That would, of course, have been the anticipation of all parties if an insurer in the UK was the recipient of communications such as these from an insured". Accordingly, the defendants had not advised the claimant that a notarised power of attorney authorising the defendants' solicitors to act was first required under UAE law, before correspondence could be entered into. The judge was critical of that stance, saying that it had hampered the claimant in putting its case together.

Prior case law has established that defendants generally do not have to cooperate with a claimant to assist with service of the claim form. However, here, the issue was that the lack of cooperation prevented the claimant from formulating its case and drafting the claim form (which in turn impacted on its ability to serve before the expiry of the limitation period). It is a fairly generous decision for the claimant, but the judge may have been influenced to some degree by the nature of the claim, having stated that the prospect of the claimant having to apply to the court to exercise its discretion to allow the otherwise time-barred claim to proceed was not "an attractive proposition when the effective, lifetime interests of a seriously disabled child are in issue".

ADR

A working group of the Civil Justice Council has recommended that "the Court should promote the use of ADR more actively at and around the allocation and directions stage. We think that the threat of costs sanctions at the end of the day is helpful but that the court should be more interventionist at an earlier stage when the decisions about ADR are actually being taken". However, the group did not go so far as recommending that ADR should be a mandatory condition of being able to issue proceedings. A link to the report can be found here:

https://www.judiciary.gov.uk/wp-content/uploads/2017/10/interim-report-future-role-of-adr-in-civil-justice-20171017.pdf

Disclosure

Plans have been announced for a two-year pilot scheme on disclosure for the Business and Property Courts, i.e. the Commercial Court, TCC, Chancery Division and the Financial List, as well as the Business and Property Courts in Birmingham, Manchester, Leeds, Bristol, Cardiff, Newcastle and Liverpool.

It is anticipated that changes to the CPR will be sought in spring 2019. In essence, the changes are intended to ensure greater take-up of the "menu" of options for disclosure which was introduced in 2013 (and which, it seems, judges have been reluctant to adopt so far). The key changes are as follows:

(1) "Standard disclosure" will disappear and there will be no one "default" order.

(2) "Basic Disclosure" of the documents on which a party intends to rely (and which are necessary to understand the case) will be given with statements of case.

(3) The Electronic Disclosure Questionnaire will be replaced with a joint Disclosure Review Document ("DRD"). The DRD must be produced after the close of statements of case and before the first Case Management Conference.

(4) The DRD will include proposals for "Extended Disclosure".

(5) There will be five "Extended Disclosure" Modules, ranging from no disclosure on a particular issue to disclosure of documents which may lead to a train of enquiry.

(6) The courts should be proactive and not just accept the Modules proposed by the parties.

(7) Form H Costs Budgets in relation to disclosure will be completed after the disclosure order is made (although costs estimates should be provided in the DRD).

Further details can be found here:

https://www.judiciary.gov.uk/announcements/disclosure-proposed-pilot-scheme-for-the-business-and-property-courts/

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J423547 April 2018