

IN THE COUNTY COURT AT CENTRAL LONDON

A70YP254

Hearing: 10 and 11 February 2016

Last closing submissions received: 4 March 2016

BETWEEN:



FRANCIS COUTINHO

Claimant

and

LIVERPOOL VICTORIA INSURANCE COMPANY LIMITED

Defendant

JUDGMENT

29 April 2015

For the Claimant: *Henry Hendron, Counsel*

For the Defendant: *Daniel Crowley, Counsel*

Introduction

1. On 7 January 2009, a residential property at 28 Knoll Drive ("No.28"), Southgate, London N14 was badly damaged by an escape of water caused by a burst pipe or similar accident. It was rendered uninhabitable.

2. The property was covered by a household insurance policy, for both building and contents, held with the Defendant insurers ("LV").
3. In due course, a claim on the policy was made by Mr Francis Coutinho ("Mr Coutinho"), the present Claimant.
4. Initially, LV satisfied the claim in the sense of meeting the costs of the extensive remedial work at No.28 in the sum of over £23,000. The work was carried out between March and September 2009.
5. But LV later declined to meet a claim by Mr Coutinho for the costs he said that he and his sister (Celina) had incurred in securing alternative accommodation - and their costs for meals - until most of the remedial work had been concluded in late July 2009. Those costs were claimed at over £24,000 (a maximum of £25,000 was payable under the policy). Likewise, payment was refused in respect of claims made for damage to contents, spoiled frozen food, a plumber's bill and other minor claims.
6. Mr Coutinho took the matter of that non-payment up with the relevant Ombudsman. When his complaint to the Ombudsman did not lead to payment, he brought the present claim.
7. The response of LV is to contend that the claim for accommodation expenses was exaggerated and fraudulent in whole or in part.
8. They contend that neither Mr Coutinho nor his sister lived at No.28 at the time of the flooding and that they had therefore not secured (or needed to secure) 'alternative' accommodation, as claimed or at all. Moreover, LV assert that the property at No.28 had been empty at the time of the flood and not occupied as claimed.
9. The fraudulent conduct of advancing the claim, in whichever respect fraud be proven, is said to unravel the policy of insurance and entitle LV to reimbursement of the monies already paid-out. That sum is the subject of the counterclaim. LV gave notice on 2 August 2010 cancelling the policy with retrospective effect from 7 January 2009.

10. It is, of course, for LV to make good the assertion of fraud, on the balance of probabilities. However, determining whether that contention has been made good turns largely on my assessment of the evidence of Mr Coutinho and the other evidence advanced on his behalf in the context of all the copious documentary material put before me by LV. That material included the audio recordings of, and the transcriptions of, telephone calls made between Mr Coutinho and LV.

The Witnesses

11. At trial, I heard and read the evidence of Mr Coutinho and that from his brother, Claude Coutinho.
12. The sister, Celina, was not a party to the claim.
13. Since the starting-point for the assertion of fraud was a contention that *she* had not been living at No.28 as claimed or at all, and had not been driven from it by the flood, it was self-evident that her evidence was likely to be highly relevant.
14. Indeed, her potential involvement in the litigation had been recognised as early as February 2015 when she had been listed in a Directions Questionnaire as a witness of fact whom Mr Coutinho intended to call. Further, a later Directions Order dealing with witnesses as to fact had been drawn on the assumption she would give evidence. Indeed, the same Order (made on 21 July 2015) had required Mr Coutinho to serve his sister with the claim and set a deadline for her to apply to be joined as a party to the claim.
15. In the event, she did not apply to be joined. She did not, it seems, make a witness statement. In any event, no witness statement had been filed or served for her for the trial.
16. In opening his case, Mr Hendron made an application to allow Celina – who had attended the hearing - to be called to give oral evidence for the Claimant (albeit limited to her being ‘tendered for cross-examination’). Mr Hendron fairly described the application as an attempt to ‘remedy the situation’. That application was opposed

and I refused it. I was not satisfied that there was any good reason given as to why she had not filed and served a witness statement in time or at all. It would not have been 'just' to have expected LV to have to deal with her evidence in the absence of any forewarning.

17. When it came time to call Mr Coutinho, Mr Hendron applied for permission to ask him a series of questions in examination in chief, some of which sought to advance an explanation of why his sister was not a co-claimant and had not made a witness statement.
18. It became clear that the material sought to be adduced in this way (some of which was documentary) should properly have been contained-in and exhibited-to a second or supplementary witness statement for Mr Coutinho. I put the matter back so that such a statement might be drawn, even in manuscript and in outline.
19. That having been done, the application to adduce it was opposed. I refused it. Despite Mr Hendron's contention that it was important in a case alleging 'fraud' for all the available material to be before the Court, there was nothing before me to explain why this evident 'importance' had not been earlier recognised in preparations for the presentation of the case. There was no good reason advanced for the delay, certainly none such as to justify my extending time to allow-in the new statement.
20. I also heard and read the evidence of Mr Martin Bates for LV. He had not been employed by the insurers at the time that the policy was made or initially renewed. He had not dealt with this matter when the flood happened or when the claim was made. He had had no dealings with Mr Coutinho, Celina or Mr Godber of the agents for LV. His contribution was limited to adducing the various documents and materials held by LV on file and his evidence was exclusively based on a desk-based review of that file. In those circumstances, I took nothing more from his evidence than can be gleaned from the documents he adduced or referred-to.

The Coutinho Family

21. The Coutinho family hail from overseas. On arrival in the UK, in the late 1960s, they had originally rented privately. In 1972, the eldest brother, Peter bought the house at No.30 Knoll Drive. It provided the base for the initial members of the extended family. Mr Francis Coutinho (born in March 1945 and now 71) and his sister, Celina have both lived there as their home.
22. In 1991, No.30 was bought by another brother, Claude. Peter and his part of the family bought another house nearby at No.5 Knoll Drive. In time, No.28 was also bought by family members. The family appear to have assembled interests in quite a number of properties.
23. In his evidence, **Mr Francis Coutinho** told me that members of the family have lived in one or other of these various properties in Knoll Drive virtually on a “rotation basis” and move to live in one another’s houses, for security reasons, when the owner goes away on vacation.
24. Central to the claim (and the counterclaim) is Mr Coutinho’s assertion that on 7 January 2009 he and his sister found “water gushing from *our home*” at No.28, that they both thereupon became distraught having only recently completed “redecorating and refurbishing *our home*”, that “as a result, my sister and I *had nowhere to stay*” and that “my sister and I moved *back into* the property in July [2009]”: Witness Statement paras [2], [7] and [19], with my emphasis added.
25. He was, necessarily, examined at length before me. In the course of that examination he was played, and in part invited to read the notes of, telephone calls he had made to LV and its agents. He was taken to a large number of documents. I consider I had the benefit of a full opportunity to assess his oral and written evidence and, crucially, to assess whether on 7 January 2009 the house at No.28 was both his and his sister’s “home” and that they had been displaced from it.
26. I record, immediately, that I found Mr Coutinho to be a very unsatisfactory witness. He did not provide clear and consistent answers to questions, tending to offer up

- whatever he thought was the answer required by the questioner or such as might best sustain his cause - and then immediately modifying the answer if he thought he had misjudged.
27. His manner in the recorded calls and in his evidence was of superficial deference and politeness. But the importance of candour and truthfulness was not evident in those calls or in his evidence.
 28. His witness statement made in October 2015, the content of which he confirmed when called, gave his address as No.28. However, he has lived (on his own account) at a different address since at least December 2013. He could give no cogent explanation for that (his initial explanation having been that *No.30* (sic) Knoll Drive had been a family residence for a long time and was commonly given as a correspondence address by family members).
 29. I found that he had made reference to a 'wife' although he was unmarried. He had no explanation for that. In a phone call to the insurers, he gave as his address as a property (*No.5* Knoll Drive) in which he did not reside and had never resided. In another, he could not accurately give the postcode of one house he said had been his long term home. He quite plainly caused difficulty in his own family about who was buying and insuring No.28 when it was acquired in 2005 and in his mind re-wrote the relevant history.
 30. He suggested that, after the flood in 2009, a Mr Godber at LV had both proposed and then expressly agreed to pay £100pd for accommodation and £25pd for meals while the work at No.28 was underway. But his account of exactly how or when this was 'suggested' and where 'agreed' was elusive. His reliance on what he said was a 'confirmation agreeing' to those figures transpired to be no such thing.
 31. These are but few of the many examples of inconsistency and unreliability in Mr Coutinho's evidence.
 32. I regret that I formed the clear impression that his grasp of what was the truth was transient. The truth of what had happened was whatever he wanted to believe it to be,

or be whatever he himself explained had happened. I regret that I felt I could not place reliance upon his evidence, particularly where it was inconsistent with documents or other evidence. In so far as he sought to give an account of where he had lived over the last ten years or so, I found his evidence confused, confusing and virtually impossible to follow.

33. Mr **Claude Coutinho** is Francis's older brother. He owns No.30. It was to his home that Francis and Celina were said to have moved after the flood. He provided them with accommodation and food, for which – he said - he charged them £125pd. His witness statement suggested that he had rendered monthly invoices through the many months they had stayed with him but, in the event, there were no such invoices in the early months and only three in total.
34. It became clear in the course of his evidence that letters appearing to have been written by Francis had in fact been written by him. It likewise became increasingly unclear what were his words and signatures as distinct from those of his brother. Indeed, it is a feature that almost all the documents relating to this case from members of the extended Coutinho family – emanating from all or any of their addresses – appear to have been created in the same style on the same word processor or printer.
35. All Claude's evidence relating to what had been agreed by Mr Godber on behalf of LV - about accommodation and food costs - transpired to be based on his brother's account of what had been said, rather than anything based on his own knowledge.
36. The thrust of his evidence was to contribute his own account that, at the date of the flood, No.28 had been Francis and Celina's home and that they had come to live with him until they returned to it. I regret that I did not feel confident about accepting that evidence, given the matters I have referred-to in the last three paragraphs, without some independent corroboration of it.

The Issues

- (1) *Was No.28 Celina's home on 7 January 2009?*

37. The person best able to assist on that question would obviously be Celina herself. But I had no evidence from her, in the circumstances already mentioned
38. Mr Crowley placed particular emphasis, with justification, on the fact that this was still the position at trial in February 2016, despite a clear statement from the Ombudsman as long ago as 16 May 2012 that: *"The evidence provided by LV does bring into question whether Mr and Miss Coutinho lived at the risk address and I am not persuaded that the evidence subsequently supplied by Mr Coutinho and his sister alleviates those questions and confirms that they were living at 28 Knoll Drive at the time the insured event took place."*
39. On 14 September 2012, LV's solicitors had written to Celina that *"it has been suggested that you were living at 28 Knoll Drive at the time of the incident on 7 January 2009 and we would be grateful if you would confirm whether this is correct"*. Celina replied on 24 September 2012, giving her address as 30 Knoll Drive. The reply was, in context, extraordinary. It simply read: *"I did not at any stage put or make a claim with your client, Liverpool Victoria. I would therefore be grateful if you would kindly direct all your enquiries to the claimant"*.
40. From the failure to provide any substantive account in that reply or – more importantly - in any witness statement in answer to the Defence and Counterclaim, Mr Crowley invites me to find the obvious inferences that Celina did not reside at No.28 on 7 January 2009 and did not need, or obtain, 'alternative' accommodation. He reminded me that the Court is entitled to draw such inferences: *Wisniewski v Central Manchester Health Authority* [1998] EWCA Civ 596, [1998] PIQR 327 at 337-340. In that case, having reviewed the authorities, Brooke LJ distilled the following principles.

“(1) In certain circumstances a court may be entitled to draw adverse inferences from the absence or silence of a witness who might be expected to have material evidence to give on an issue in an action.

(2) If a court is willing to draw such inferences they may go to strengthen the evidence adduced on that issue by the other party or to weaken the evidence, if any, adduced by the party who might reasonably have been expected to call the witness.

(3) There must, however, have been some evidence, however weak, adduced by the former on the matter in question before the court is entitled to draw the desired inference: in other words, there must be a case to answer on that issue.

(4) If the reason for the witness's absence or silence satisfies the court then no such adverse inference may be drawn. If, on the other hand, there is some credible explanation given, even if it is not wholly satisfactory, the potentially detrimental effect of his/her absence or silence may be reduced or nullified."

41. Applying those principles to this matter, I ask myself whether there is material before the Court that *prima facie* establishes a case of non-residence by Celina at No.28 that calls out to be met by her evidence. I am satisfied that, particularly given that the burden on LV was to prove a negative, there is ample such material. I accordingly draw the obvious inferences and weigh them in my overall assessment of the evidence on this issue. However, given the following matters, the case for LV succeeds even without those inferences.
42. True it is that Celina had been one of the co-purchasers of No.28 in 2005 and one of those named in the policy of insurance taken for it with LV in 2005. But the account Mr Coutinho gave of who No.28 was to be purchased *for* was hopelessly muddled. It became clear that none of the three co-purchasers with him – Celina, and his two nieces Victoria and Jennifer – were actively involved in the purchase or the taking of insurance cover for it in their joint names.
43. Mr Coutinho was on a frolic of his own. In his call to LV to take insurance in 2005 he said first that it was to be his home, then that it was to be his niece Victoria's home. There is no suggestion Victoria ever moved-in or had ever intended to do so. Indeed, by her letter of 19 September 2012, she says "*I cannot speculate as to the rationale for the purchase of*" No.28. Instead, Mr Coutinho told me – directly contrary to what the insurers were told at the time – that he and Celina moved in and not Victoria.
44. However, by August 2007 the Schedule to the Insurance policy was in contradiction to that and gave the addresses of Victoria and Francis as living at No 28, Celina living at No.30 and Jennifer at No.5. Despite that, earlier that year, Francis had arranged to re-register ownership of the property in just his and Celina's name giving both of their addresses as No. 28.

45. Francis' account was that thereafter he and his sister lived at No.28 save that his sister did not do so for a relatively short period before December 2008 (while some work was done to the house) before moving back in. He told me in evidence - in his lengthy re-examination - that Celina moved into No.28 when it was bought in 2005 and lived there "body and soul" from then up until her short move out in 2007/8 for the works and that she had resumed occupation in December 2008.
46. But there is not a single document put before me that shows that Celina was living at No.28 in January 2009, or had ever done so. The only evidence to that effect is that given by her two brothers. For the reasons given above, I felt unable to rely on that evidence.
47. In contrast, I was shown a host of documentation suggesting that Celina was not residing at No.28, and, more probably, had never moved from 30 Knoll Drive to reside at No.28 at all.
48. Mr Coutinho's explanation for the dearth of any documentary evidence showing that Celina had ever lived at No.28 was two-fold. Either she had not had the opportunity to notify changes of address in the short period between her moving back in December 2008 and the flood in January 2009 and/or that the documents had been destroyed in the flood. I cannot accept either explanation. There would have been no need to notify changes of address in December 2008 if Celina had only temporarily been decamped elsewhere during works and she would not have changed her address during that relatively short period. *Copies* of any documents destroyed in the flood, capable of establishing Celina had ever lived there, could have been obtained from any relevant authorities or suppliers.
49. The documents I have been shown lean all one way. For example, the Council Tax records for No.28 show that Mr Coutinho was receiving single resident's discount there for at least the tax years 1 April 2008 to 31 March 2009 and 1 April 2009 to 31 March 2010. If (as is claimed) Celina had lived there from December 2008 until the flood the following month, no discount was due for that period. Likewise, for the period from July 2009 when she allegedly moved back in. I do not accept Mr Coutinho's account that he informed the council of these changes by telephone and

the information was not acted upon. The versions of both bills produced show that the position had not even been 'corrected' by 2010.

50. Celina was likewise not on the Electoral Roll for No.28 but was instead enrolled at 30 Knoll Drive from October 1992 to October 2001 and from October 2002 to October 2008.
51. Jennifer Coutinho is the niece of Celina and Mr Coutinho and one of the four originally insured at No.28. In a letter of 19 September 2012 to LV she wrote: "*I hereby confirm that I have never resided at the property at 28 Knoll Drive, London N14 5LT and therefore, cannot provide information as to the occupants on 7 January 2009*".
52. The underlined words are, again, extraordinary in context. This is a close-knit, extended family with Jennifer living at 5 Knoll Drive with her parents at the time. Yet her letter suggests that she did not know that her uncle and aunt lived in the same street at 28 Knoll Drive, and indeed she did not know who, if anyone, lived at 28 Knoll Drive on the date of the flood. Mr Coutinho acknowledged that his niece would obviously have known that he and Celina were living at No.28 at the time of the flood and he was quite unable to explain why she had written what she had written if that was true.
53. The documentation is taken a step further by what I find was a deliberate attempt by Mr Coutinho to mislead as to the true position. The Ombudsman's decision dated 16 May 2012, and from which I have quoted above, read: "*The key to this dispute lies in whether or not Mr Coutinho and his sister were residents of 28 Knoll Drive at the time the insured peril occurred. In the event they were, and on balance are proven to have been residents, there should not be any dispute with regard to the provision of alternative accommodation for both of them.*" (The emphasis is added).
54. In his letter of 28 May 2012, sent to LV a week or so later, Mr Coutinho set out this passage but he omitted words, used dots to indicate the omissions, and added words relating to the question of whether Celina had lived at No.28. His version was:

*"The **"Key"** to this dispute lies in whether or not Mr Coutinho ... was resident of 28 Knoll Drive at the time the insured peril occurred ... on balance are proved to be ... there should **not** be any dispute with regard to the provision of alternative accommodation..."*

55. In the rest of that letter, he asserted that he would prove in Court "my occupation and residence in my home at the time of the incident" (emphasis added). This shift of tack from the 'home of both' to the 'home of one' was not satisfactorily explained by Mr Coutinho in evidence and in my judgment again underscored that Celina had not been living at No.28 as Mr Coutinho had initially and unsuccessfully claimed to the Ombudsman and LV.
56. I find that LV have amply established, on the balance of probabilities, that Celina did not reside at No.28 at the date of the flood. The assertion that she did so was intended to mislead the insurers into meeting a bogus claim for her accommodation costs when, in truth, she had had no need of alternative accommodation at all.
57. With that finding, it is common ground, the pack of cards collapses. Mr Coutinho's own claim for accommodation costs is tainted by the misrepresentation that Celina had been displaced from her home as it was a claim he made for the accommodation costs of *jointly displaced* persons.
58. It is common ground at the Bar that such deliberate and deceitful misrepresentation also unravels the ability to rely on the policy at all and must result in the avoidance of the policy and to an entitlement to reimbursement of moneys paid out.
59. But that is only the first of the four ways in which the case for LV was put. It raised three other issues on which I can express my conclusions more briefly, the first finding alone having been sufficient to defeat the claim and establish the counterclaim.

(2) Was No.28 Mr Coutinho's home on 7 January 2009?

60. The account given by Mr Coutinho of when he had lived at which properties was the most confusing and muddled part of his oral evidence, even after a sterling attempt by Mr Hendron in re-examination to try to get a straightforward account. Mr Hendron's closing submission, that it was "a little confusing", is well short of the mark. By the end of his evidence I considered that I could have no confidence in Mr Coutinho's account whatsoever.
61. It *appears* that when he became a co-purchaser of No.28 in 2005 he was then living at a property known as 14 Brantwood Gardens, Oakwood, Middlesex.
62. Perhaps the best evidence of what happened over the following four or five years emerges from a telephone conversation that Mr Coutinho had with LV on 2 October 2009 (10 months after the flood) about insuring a property he then claimed to be occupying (or about the occupy – what he actually says in the conversation is inconsistent) at 106 Friars Walk.
63. I accept Mr Crowley's submission that a fair summary of that conversation was that Mr Coutinho said he had lived at 106 Friars Walk from December 2008. For 30 years prior to that he said he had lived at 14 Brantwood Gardens. He did not say he had ever lived at No.28.
64. It is not possible to square that account, given in a context in which Mr Coutinho knew that the truthfulness of what he was saying was being relied upon to sell him insurance, with his case now advanced i.e. that since September 2005 he had lived at No.28 and had he moved back into the No 28 after one temporary absence prior to December 2008 and again in July 2009 after the temporary absence caused by the flood.
65. But the 2009 phone conversation is far from the only indicator that Mr Coutinho's account that he lived at No.28 in January 2009 is not credible.

66. On 29 December 2008, a matter of days before the flood, he applied to register to vote at 14 Brantwood Gardens. In claiming the right to vote Mr Coutinho understood the requirement to be truthful, as he confirmed in evidence. On the application form he was asked to give *"The address where you are now living"* and he entered the 14 Brantwood Gardens address. The form also asked him to *"Enter your previous addresses for the last 12 months"*. He struck it through, thus indicating that there were no such previous addresses.
67. This is powerful evidence – by his own hand - that as late as 29 December 2008, No.28 was not the address at which Mr Coutinho was actually living. Mr Coutinho sought to give an account of how this manner of completing the form had come about, by reference to the interests of some other person he had allowed to live at 14 Brantwood, but – in so far as it was possible to understand it – I found it implausible.
68. There was a good deal of other material put before me but that which I have already recounted was to the fore in my assessment that LV had amply satisfied the balance of probabilities in establishing that the claim that Mr Coutinho had lived at No.28 at the time of the flood was false.

(3) Was anyone living at No.28 on 7 January 2009?

69. Nothing was put forward by Mr Coutinho to suggest that some other third party was living at No.28. I have found, in terms, that I am not satisfied that either of the two people he says were living there were doing so. I cannot – on the material before me – be satisfied that anyone was.
70. The water bill for the period between 30 October 2008 and 31 March 2009 shows what is (on any view) very modest use of domestic water at No.28 and includes within it the water that escaped during the flood.
71. The gas and electricity bills for No.28 were in the Claude's name and it is to him that the emergency plumber delivered a bill in relation to the flood in January 2009. These bills and invoice were not addressed to Claude at the extended family's

correspondence address. They were addressed to Claude at No.28 rather than 30 Knoll Drive.

72. In those circumstances, I have been satisfied and find that no-one was living at No.28 when it flooded.

73. This is the right point in my judgment to acknowledge Mr Hendron's attractively presented and helpful closing submissions. He drew my attention to the agitated state of Mr Coutinho when he reported the flood in a call to LV in January 2009. That, he said, was consistent with the frame of mind of a person who had been shocked to return to a property to find it flooded. He reminded me that Celina and Mr Coutinho had, on any view, been joint owners of No.28 throughout and that later in 2009 Celina had applied to go on the electoral roll for that address.

74. He raised many other points. Perhaps most powerfully of all, he urged upon me that this was Mr Coutinho's claim. He had not presented a specious claim on the policy in 2009 and then retracted it or settled for a more modest sum that LV had in fact offered. He would, it was said, only have launched this litigation - for the very substantial sum of over £24,000 for alternative accommodation and other expenses - if it had been legitimate claim that he was prepared to support and maintain in Court.

75. I had these submissions well in mind when reaching the conclusions expressed above. I cannot say why Mr Coutinho chose to press this claim. But I am certainly satisfied that, at very least on the balance of probabilities, it was based on three false contentions (that Celina lived at No.28, that he lived at No.28, and/or that at least No.28 was occupied in January 2009) any one of which was fatal to the claim and sufficient to establish the counterclaim.

(4) Was the alternative accommodation claim exaggerated?

76. In the light of my earlier findings, it is not necessary for me to resolve this question but I will express my views on it shortly.

77. The claim for alternative accommodation was framed as £125 per day (£875 per week) for food and use of rooms in the home of the brother, Claude. The total sought to be recovered was £24,500 for the period 7 January 2009 – 21 July 2009, (28 weeks).
78. I am not satisfied that Mr Godber or anyone else at LV either ‘suggested’ or ‘agreed’ these rates or these sums. They are unrealistically high and exaggerated. In my judgment, they represent a putting of heads together by Claude and Francis to try and extract as much as they feasibly could from the policy.
79. Although it was hardly likely to be necessary, there was expert evidence before the Court that in 2009 a whole house equivalent to No.28 could have been rented for £350-odd per week and shared rooms for the use of two persons obtained for significantly less. If there ever was an arrangement by Claude to charge his brother and sister for accommodation, the figures claimed are wildly unrealistic and thus ‘exaggerated’.

Conclusion

80. As already indicated, it is common ground that if I find that there was fraud in any part of the claim then Mr Coutinho is not entitled to recover the sums he has sought and LV is entitled to recover the sums it has paid out on the policy.
81. A summary of relevant principles of insurance law was provided by Mr Crowley and there was no demur from Mr Hendron. Indeed, I am satisfied that the position taken by counsel accords with that summarised in *MacGillivray on Insurance Law* at 21.057 et seq.
82. For the reasons given above, I am satisfied that LV has established, at very least on the balance of probabilities that: Celina did not live at No.28 at the date of the flood; nor did Mr Coutinho; no-one was living there; and that the claim for accommodation charges was fraudulent and exaggerated. It follows that the claim fails and the counterclaim succeeds.

83. If the parties can agree the terms of an Order giving effect to this judgment, and supply it to the Court, their attendance at the formal hand-down is excused.

HHJ Luba QC
29 April 2016