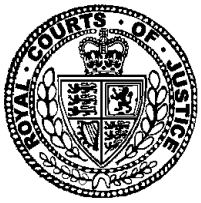

Case No.: CL-2024-000463
Neutral Citation: [2026] EWHC 2178 (Comm)

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
KING'S BENCH DIVISION
COMMERCIAL COURT

Royal Courts of Justice, Rolls Building
Fetter Lane, London, EC4A 1NL

Date: 14/08/2026

Before:

LIONEL PERSEY KC
SITTING AS A JUDGE OF THE HIGH COURT

- -

Between:

Alliance Petrochemical Investment (Singapore) Pte Ltd
Claimant/Applicant

-and-

(1) Francesco Mazzagatti
(2) Francesco Dixit Dominus
Defendants/Respondents

-and-

Arshiya Jahanpour
Third Party

-and-

H&P Advisory Limited
Viaro Energy Limited
Non-Party Respondents to H&P Application

- -

Hodge Malek KC, James Potts and Diana Stoean (instructed by **Devonshires Solicitors LLP**) for the **Claimant/Applicants**
Jonathan Nash KC, Daniel Hubbard and Samuel Cathro (instructed by **Grosvenor Law Ltd**) for the **Defendants/Viaro Energy Limited**
Sophia Dzwig (instructed by **RPC**) for **H&P Advisory Ltd**

Hearing date: 17-19 March 2026

- -

Approved Judgment

This judgment was handed down remotely at 10am on 14 August 2026 by circulation to the parties or their representatives by e-mail and by release to the National Archives.

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Introduction

1. This is the latest instalment in a hard-fought dispute between the Claimant, Alliance Petrochemical Investment (Singapore) Pte Ltd ("**API**"), and the Defendants, Mr Mazzagatti and Mr Dixit Dominus ("**Mr Dixit**"). I was told that there have already been some 22 applications made in these proceedings, and that they have not yet reached the disclosure stage.

2. There are four applications before the Court as follows:
   (1) An application by the Defendants dated 14 November 2025 to strike out parts of API's Amended Particulars of Claim pursuant to CPR r.3.4(2)(a)(b). This is the **Strike Out Application**;
   (2) An application by API dated 2 October 2025 for non-party disclosure from H&P Advisory Ltd ("**H&P**") pursuant to s.34(2) of the Senior Courts Act 1981 and CPR r.31.17. This is the **H&P Application**;
   (3) An application by Viaro Energy Ltd ("**VEL**") dated 14 November 2025 to be joined to the H&P Application for the purposes of opposing it. This is the **VEL Application**. It is not opposed by API, and I need say no more about it;
   (4) An application by API dated 30 January 2026 for a worldwide freezing and proprietary injunction ("**WFO**") against the Defendants. This is the **WFO Application**.

Background

3. I was warned by Mr Hubbard at the outset of his submissions on the Strike Out Application that virtually every matter of substance was in issue between the parties. Although they are in issue, it is significant that it is accepted by the Defendants that there is a good arguable case and/or a serious issue to be tried in relation to each of API's pleaded allegations. What follows is a brief summary of the allegations made by each party in their amended pleadings and in the evidence given thus far. I have taken this summary from API's skeleton argument. I make no judgment as to the correctness of these matters. Although many of them are disputed by the Defendants I consider that API have a good arguable case and/or have shown that there is a serious issue to be tried in relation to those matters that have not been specifically pleaded.

4. API was incorporated in Singapore in March 2005. It has, at all material times, been a shareholder in Mehr Petrochemical Company ("**MHPC**"), an Iranian company which owns a petrochemical plant producing High-Density Polyethylene ("**HDPE**"). API acquired the right to distribute HDPE produced by MHPC under a Distribution Agreement dated 30 September 2005.

5. On 31 July 2018, Mr Mazzagatti's wholly owned and controlled Hong Kong company Napag Petrolchemical Industries Ltd ("**PIL**") acquired 100% of the shares of API. The API Board's understanding had always been that API was intended to be held beneficially 50:50 between Mr Mazzagatti and the Jahanpour family. On 12

October 2020, 50% of API's shares were transferred to Alliance Petrochemical Ltd ("**APL**"), wholly owned by Ms Fereshteh Jahanpour (mother of the Third Party, Mr Arshiya Jahanpour). PIL remains the other 50% registered shareholder of API.

6. In July 2018, Mr Mazzagatti appointed himself, Mr Claudio Zacchigna and Mr Ngoo Sin Hung Justin as API's directors. The Claimant's case is that Mr Mazzagatti served at all material times as API's CEO and that his associate Mr Dixit was API's CFO. On 14 September 2020, Mr Mazzagatti resigned and appointed Mr Roberto Ripepi – Mr Mazzagatti's personal Italian lawyer – as director in his place. API's case is that Mr Mazzagatti continued to direct the day-to-day running of API as a shadow director until at least mid-late 2022, and that the Defendants controlled the finances and bank accounts of API and its wholly owned subsidiary, Alliance Petrochemicals Trading LLC ("**APT**").

7. Pursuant to the Distribution Agreement, API was entitled to appoint an "Assigned Distributor" to act as offtaker of MHPC's product. From late 2018, the Assigned Distributor was Napag IT Limited ("**Napag IT**"), a UAE company that was wholly owned and controlled by Mr Mazzagatti.

8. On 23 December 2018, Mr Mazzagatti set up APT in Sharjah, UAE. Mr Mazzagatti claims he set up APT on Mr Jahanpour's instructions. API denies this, saying that: (1) Documents obtained by it from Sharjah Media City (the Sharjah companies registration authority) show that Mr Mazzagatti was responsible for setting up APT, renewing its licence and subsequently closing it down; and (2) a purported Board Resolution of API, which on its face bears Mr Mazzagatti's signature, refers to a meeting on 6 December 2018 and appears to grant Mr Mazzagatti powers to open APT and set up bank accounts as its sole signatory. Mr Zacchigna's and Mr Ngoo's signatures appear on the document, but they say neither of them signed it. There was no such API board meeting on 6 December 2018. Mr Mazzagatti denies he signed the Board Resolution either and says Mr Jahanpour forged his signature; it is not however, clear, what his case is on the authenticity of Mr Zacchigna's and Mr Ngoo's signatures.

9. Mr Mazzagatti's signature appears on APT's incorporation documents and annual renewal forms; he lists himself as APT's sole manager and sole director. He has claimed to be sole controller of APT in a UAE claim seeking damages and an injunction preventing API from using APT's banking records (even in the English litigation) on grounds it wrongfully obtained them. Mr Mazzagatti's claim was dismissed by the Dubai Courts on 4 March 2026.

10. From around December 2019, APT became the Assigned Distributor of MHPC's product, replacing Napag IT.

11. Mr Mazzagatti opened the following bank accounts, specifying himself as sole signatory:
    (1) In August and December 2019, EUR- and AED-denominated bank accounts for APT at Al Masraf Bank, Dubai (the "**Al Masraf EUR Account**" and the

"**Al Masraf AED Account**"). The Defendants admit Mr Mazzagatti signed the account opening documentation. Mr Mazzagatti specified Mr Dixit as a "*key person*" for the Al Masraf AED Account.

(2) On 26 December 2019, a EUR-denominated bank account for API at UOB (the "**UOB EUR Account**"). The Defendants do not admit whether Mr Mazzagatti signed the account opening documentation for API's UOB accounts.

12. Mr Zacchigna, Mr Ngoo and Mr Ripepi say they had no involvement in or access to any bank accounts of API and APT. Contemporaneous emails are said to show that the Defendants initially requested the UOB EUR Account opening pack, including security tokens for online banking and cheque books, to be sent to Mr Mazzagatti's residential address in Dubai. These were ultimately collected from API's Company Secretary (Advocatus Law) by a Mr Mohammed Kasem on/around 6 January 2020. Advocatus scanned copies of posted UOB bank statements and sent those to the Defendants' email addresses. Advocatus Law also sent Mr Zacchigna copies of the UOB bank statements by email for a time, but this stopped prior to 22 March 2020, being the date of the first alleged misappropriations. The Defendants claim the security tokens were given to Mr Jahanpour, which API denies in light of the communications between the Defendants and Advocatus.

13. API believes at least €143,808,798.66 was misappropriated by the Defendants from API and APT. This minimum figure is based on the amount of the debt which API was left owing to MHPC for HDPE product as of 17 August 2023, when API entered into a Settlement Agreement with MHPC as set out below.

14. In summary, API alleges the Defendants misappropriated funds by 3 methods:

(1) *Diverting customer payments*: On Mr Dixit's instructions, API's customers made payments to PIL, despite PIL never being API's Assigned Distributor and never being entitled to receive payments. These payments totalled €22,735,745.60.

(2) *Diverting profits of offtake via Napag IT*: As Assigned Distributor, Napag IT received revenues of at least €136,630,446.24 and AED 56,373,049.51 from API's customers. After paying MHPC for the product supplied, Napag IT should have accounted to API for profits. However, instead, these sums were diverted for the Defendants' benefit.

(3) *Direct takings out of API and APT's bank accounts*: From 6 February 2019 to 28 February 2022, the Defendants authorised a series of payments from API's UOB EUR Account and APT's Al Masraf Accounts to recipients including PIL, Napag IT, Mr Dixit himself, Mr Mazzagatti's English company Napag Trading Ltd ("**Napag Trading**"), other companies associated with Mr Mazzagatti, and various associates of the Defendants. These totalled €28,553,801.52 and AED 180,517,613.40.

15. In relation to the diverted customer payments and diverted profits, API is presently unable to identify precisely the funds / portion of funds which was misappropriated.

In relation to the direct takings out of bank accounts, API is able to identify the specific transfers of funds over which API asserts a proprietary claim.

16. API obtained (in 2024 and 2025) copies of APT's banking records from Al Masraf Bank, which showed that Mr Mazzagatti had personally signed cheque requests and cash withdrawal request forms on the account. For example:
    (1) Mr Mazzagatti made two cash withdrawals of AED 1 million each on 5 July 2020 in person from Al Masraf Bank, which API infers were in connection with the acquisition of RockRose and the forged documentation produced in connection with it, and were not for the benefit of API or APT. Mr Mazzagatti claims no knowledge of one AED 1m payment but asserts that the other was requested by Mr Jahanpour, although the Defendants makes no positive case to why Mr Jahanpour allegedly requested this sum or what this large sum of cash was for. Mr Mazzagatti states that Mr Jahanpour attended Al Masraf Bank with him, but Mr Jahanpour's American Express bank statement shows that he was in London at that time. Around the same time, Mr Mazzagatti took out a total of AED2 million from his personal CBD bank account.
    (2) Mr Mazzagatti signed a cheque request form dated 15 December 2020 for a manager's cheque for AED 6.6 million, issued to a Mr Saeed Mohamed Saif Alowaid Almheiri, then a senior advisor to the Fujairah Government. Mr Mazzagatti claims he signed this cheque at Mr Jahanpour's request and gave it to Mr Jahanpour, but the Defendants make no positive case as to why Mr Jahanpour allegedly requested this cheque and what it was payment for. It was paid on the very same day (15 December 2020) that RockRose entered into an agreement to sell one of its subsidiaries (UKCS8 LLC or "**UKCS8**") for US$1 to Fujairah International Oil and Gas Corporation ("**Fujairah**") (despite UKCS8 having massive decommissioning liabilities to joint venture partners), in a transaction which involved UKCS8 declaring a dividend at a gross undervalue. Shortly after the sale to Fujairah, Mr Almheiri became a director of UKCS8 (which soon afterwards was liquidated). API therefore infers that the AED6.6m cheque was a corrupt payment made in connection with the RockRose-Fujairah transaction, and that it was not for the benefit of API or APT, and that Mr Mazzagatti's assertion that this was requested by Mr Jahanpour for some unknown purpose is false.

17. Copies of Mr Mazzagatti's bank statements at the Commercial Bank of Dubai ("**CBD**"), obtained by API in 2025, show that he benefitted from payments made to PIL from API's and APT's bank accounts, which were routed through PIL into Mr Mazzagatti's personal accounts. Mr Mazzagatti received a total of AED 2,760,127.71 out of the amounts paid to Napag IT by customers, and sums totalling £42,940,000 and US$9,788,563.69. This included at least four back-to-back transfers.

18. API's case is that the Defendants took steps to conceal their misappropriations, which included making a series of misrepresentations and producing forged documents. API alleges as follows:-

(1) During 2020-2021, the Defendants made repeated false representations that API held substantial sums in a "*dedicated account*" for MHPC, purporting to show that the amount of the debt to MHPC was substantially lower than in fact it was.

(2) In March 2021, Mr Mazzagatti produced a doctored bank statement for APT's Al Masraf AED Account, showing an account balance of AED 99,414,811.26 on 28.2.2021, whereas the reality – based on the genuine bank statement obtained by API from Al Masraf – was that the balance was AED 5,629,821.26. The statement had been doctored to remove: (a) a transfer of AED 23,580,978 from APT to PIL on 24 January 2021 (which was immediately paid on, in US$, to Mr Mazzagatti's CBD account); and (b) a transfer of AED 8,003,450 from APT to Black Diamond FZC (a Fujairah Free Zone company which was at all material times owned and controlled by an associate of Mr Mazzagatti) on 15 February 2021.

(3) On 27 April 2022, Mr Mazzagatti dissolved APT using a false board resolution of APT. This resolution was signed by Mr Mazzagatti purportedly as sole shareholder of APT (although API was in fact the sole shareholder), stating Mr Mazzagatti had resolved on 15 April 2022: (a) to cease all transactions and close APT; (b) that APT did not have a bank account (which was untrue, as it had the Al Masraf Accounts); and (c) that APT had no outstanding loans or creditors (which was untrue, as it owed very substantial sums to MHPC for product). The dissolution of APT had the effect of preventing API's current directors from accessing APT's bank records until July 2024.

(4) In March 2022, API's bank accounts with UOB were closed on Mr Mazzagatti's instructions.

(5) In November 2022, Mr Mazzagatti handed Mr Zacchigna and Mr Ripepi, for signature, draft financial statements for API for 2020, and a draft API Board Resolution backdated to 30 September 2020, which included a dividend of US$60 million declared in favour of PIL, to be offset against debts of PIL under two draft memoranda of understanding. However, no such board meeting had taken place, and no dividend had been declared or considered by the Board. Mr Zacchigna and Mr Ripepi therefore refused to sign the documents. Despite the fact the Singapore Accounting and Corporate Regulatory Authority and the Inland Revenue Authority of Singapore were taking action because the 2020 accounts were overdue, Mr Mazzagatti was refusing to provide the bank statements of API and APT to the Board. Mr Mazzagatti continued trying to press for these draft 2020 accounts to be approved, even after API approved its audited accounts on 3 March 2023.

(6) On 25 November 2022, Mr Mazzagatti tried to transfer 100% of PIL's shares in API to Sonic Investment Ltd ("**Sonic**"), another Ras Al Khaimah company (like Napag IT) for nominal consideration. Sonic's registered shareholder is Ms Nejla Baccouche, whom the Defendants admit is a "*friend*" of Mr Mazzagatti. The transfer was rejected because API's other shareholder, APL, had not consented to it. The Defendants admit this, except that they deny that the transfer was for nominal consideration.

(7) On 14 March 2023, Mr Mazzagatti instead transferred all of his shares in PIL to Sonic. API believes that, despite the transfer of PIL to Sonic, Mr Mazzagatti

continues to be the UBO of Sonic and PIL: despite the Defendants alleging the purchase price payable by Sonic for Mr Mazzagatti's shares in PIL was US$23,232,222, Ms Baccouche has confirmed she has not paid Mr Mazzagatti anything for the shares in PIL; and bank records show that she received significant sums from Mr Mazzagatti as late as summer 2024.

(8) Around March 2023, the Defendants removed the current API Board's access to the email server for API which Mr Mazzagatti had set up and controlled.

19. The Defendants initially advanced a defence of foreign law illegality on grounds that API's business involved breaches of U.S. sanctions on Iran. This was struck out by a Judgment and Order of HHJ Pelling KC (sitting as a High Court Judge) dated 4 August 2025: [2025] EWHC 2155 (Comm). Permission to Appeal was refused by the Court of Appeal.

20. The Defendants' principal remaining defence is that Mr Jahanpour (and not the Defendants) was responsible for the day-to-day running of API, APT, MHPC, and had access to API and APT's bank accounts, having been the true controller of API since about 10 September 2018. The Defendants assert that Mr Jahanpour, Mr Zacchigna, Mr Ngoo and/or Mr Ripepi authorised the payments referred to above, insofar as they were not what the Defendants characterise as legitimate payments to PIL in alleged reimbursement of payments made by PIL for the acquisition of API on 31 July 2018. The Defendants allege that Mr Mazzagatti agreed to sell his interest in API in September 2018, shortly after he acquired it through PIL: with 50% of API sold to Mr Jahanpour and 50% to Ms Baccouche.

21. API avers in response that the Defendants' case that he sold API 50:50 to Mr Jahanpour and Ms Baccouche in 2018 is untrue and that it is contradicted by at least the following matters:

(1) Mr Zacchigna's evidence that he always understood API was owned 50% by Mr Mazzagatti and 50% by the Jahanpours.

(2) Mr Mazzagatti's continued control of API until mid-late 2022, as summarised above, controlling API's and APT's bank accounts as sole signatory, managing API's finances and dealing with its customers, MHPC and other third parties as CEO of API.

(3) The fact that Ms Baccouche's alleged ownership interest was not mentioned when the Board of API was asked to, and did, approve the transfer of 50% of API's shares to APL on 12 October 2022.

(4) The fact that indeed Ms Baccouche was not mentioned at all to API's current Board until 14 March 2023, when Mr Mazzagatti transferred his shares in PIL to Sonic.

(5) The fact that Ms Baccouche / Sonic have paid Mr Mazzagatti nothing for the transfer of PIL's shares. On the contrary, Mr Mazzagatti has made payments to Ms Baccouche as recently as summer 2024.

22. Mr Mazzagatti has relied on a purported SPA with Ms Baccouche dated 10 September 2018, a Novation Agreement with Ms Baccouche and Sonic dated 24 September 2022, and a Termination and SPA with Sonic dated 3 January 2023, as

well as similar documents said to relate to Mr Jahanpour and his mother. API believes these documents are forgeries, because:

(1) API's current Board had never seen or heard about the purported documents relating to Ms Baccouche/Sonic prior to service of the Defence.

(2) API's current Board had never seen or heard about the purported documents relating to Mr Jahanpour and his mother until PIL deployed them in Singapore proceedings brought against APL.

(3) There are significant misspellings and inconsistencies in the documents, e.g. misspellings of the Jahanpours' names, and date inconsistencies (such as the purported Jahanpour Novation Agreement having been amended in manuscript from 4 October 2018 to 4 October 2020, and the purported Baccouche Novation Agreement being dated 24 September 2022 on its first page but 24 September 2024 on its second page).

(4) The Defendants' solicitors have stated the original documents are in their clients' possession or control, but despite API's requests, originals have not been produced to date so that they can be inspected by an expert.

(5) Mr Mazzagatti asserted in Singapore proceedings that there was email correspondence between the parties relating to the execution of the alleged Jahanpour SPA and Novation Agreement, but the Defendants have not produced any electronic record of the creation of these documents.

The purchase of RockRose

23. API believes a substantial portion of the funds misappropriated by the Defendants, including via PIL, were used to fund the acquisition in 2020 of RockRose by Mr Mazzagatti's indirectly 96.4% owned company VEL. Central to this is API's allegation that the Defendants used forged documents to claim VEL had financing for the acquisition via two loan facilities of £250 million each from two Abu Dhabi Sheikhs, Sheikh Zayed and Sheikh Thiab (the "**Abu Dhabi Loan Facilities**"). In summary:

(1) Viaro Investment Limited ("**VIL**"), owned 96.4% by Mr Mazzagatti, owns 100% of VEL.

(2) From bank accounts of PIL (which received a total of €50,204,531.78 and AED 93,889,288 from API's and APT's bank accounts and API's customers between 13 December 2019 and 11 February 2022), substantial sums were paid into accounts in Mr Mazzagatti's name at CBD. From Mr Mazzagatti's CBD accounts, between 10 September 2020 and 30 December 2021 he paid totals of £39,050,000, €18.7m, US$6,396,000 and AED 5m to VIL (totalling c.£60 million). This included substantial sums to increase VIL's share capital in connection with the Viaro Group's acquisition of RockRose.

(3) On 6 July 2020, RockRose and VEL announced they had agreed the terms of a recommended cash acquisition by VEL of RockRose's entire share capital for £247,575,824.50. The Scheme Documentation referenced the Abu Dhabi Loan Facilities, stating they could be used to fund the consideration payable; and stated RockRose's unrestricted cash reserves might be used partially to settle the consideration. No other sources of finance for the acquisition were mentioned.

(4) H&P acted as VEL's financial advisors in relation to the RockRose acquisition. In this capacity, H&P provided a confirmation (repeated within the Scheme Document) that VEL had sufficient resources to satisfy in full the consideration due . In order to give this confirmation, they received due diligence documentation from Mr Mazzagatti (at §24(d) below), which API alleges was fake.

(5) The acquisition proceeded by way of a scheme of arrangement. The scheme was opposed by TAQA Bratani LNS Ltd, TAQA Bratani Ltd (together, "**TAQA**") and Spirit Energy Resources ("**Spirit**"), who were JV partners of RockRose including its subsidiary UKCS8, due to concerns that the acquisition would leave UKCS8 unable to meet its decommissioning liabilities.

(6) The objections of TAQA and Spirit were dropped after VEL announced, on 26 August 2020, that Sheikh Zayed's loan had been extended to a three-year facility and it would also be available for use in relation to the general corporate and working capital purposes of RockRose and its subsidiaries after acquisition.

(7) On that basis, the scheme of arrangement was sanctioned by Snowden J on 27 August 2020: [2020] EWHC 2496 (Ch).

(8) VEL also relied on the purported extension of Sheikh Zayed's alleged loan to obtain the consent of the North Sea Transition Authority ("**NSTA**") to the change of control of RockRose.

24. API's case is that the Abu Dhabi Loan Facilities were forgeries:

(1) The copies of the Abu Dhabi Loan Facilities disclosed by the Defendants have no relevant metadata that would assist API in assessing their authenticity.

(2) The Abu Dhabi Loan Facilities have several unusual features. These include: (i) formatting discrepancies which indicate that parts of the agreements (e.g., the Sheikhs' names) were inserted by someone who was not the author of the body of the documents; (ii) inconsistencies in the (purported) witnessing of signatures; (iii) unusual wording which appears to have been inserted on the signature page of the Sheikh Thiab Loan Facility; (iv) inconsistencies in the contact details provided for Sheikh Thiab; and (v) significant differences in two different versions of the Sheikh Zayed Loan Facility, including the fact that the version disclosed by the Defendants in initial disclosure has the margin figure for the loan left blank (despite appearing to be an executed version).

(3) Following judgment in the TAQA Proceedings referred to below, Sheikh Zayed released a public statement on 17 January 2025 expressly denying he had had any dealings with Mr Mazzagatti or entered into the loan. Mr Mazzagatti has since asserted he dealt only with a supposed authorised agent of the Sheikh named Dr Omar Alketbi, and not with the Sheikh personally. In response to that suggestion, Sheikh Zayed issued a fresh statement to *The Times* denying this and confirming that he had not entered into any contract with Mr Mazzagatti or any Viaro entities, nor authorised any other person to do so (which, *The Times* reported, included Dr Alketbi). In its RFI Response dated 9 October 2025, the Defendants have declined to answer API's RFI

dated 12 September 2025 seeking clarity on the Defendants' case as to Mr Mazzagatti's dealings with supposed agents of the two Sheikhs.

(4) To procure H&P's confirmation that VEL had sufficient funding to proceed with the acquisition (necessary for the deal to proceed), the Defendants produced and utilised a fake statement of accounts dated 5 July 2020 (the "**Statement of Accounts**") and a fake balance confirmation letter dated 6 July 2020 (the "**Balance Confirmation Letter**"). These purportedly showed Sheikh Zayed had sufficient funds in a bank account at Abu Dhabi Commercial Bank ("**ADCB**") to advance a £250m loan. ADCB has since confirmed in a letter dated 10 September 2025 that these documents are forgeries. Mr Mazzagatti emailed the allegedly fake Statement of Accounts to H&P on 5 July 2020. He admitted he did the same with the Balance Confirmation Letter. It has been asserted on Mr Mazzagatti's behalf that received the Statement of Accounts and Balance Confirmation Letter from "*a representative of the Sheikh's office*", although no emails have been disclosed that evidence this.

(5) The dates on the Statement of Accounts and on the Balance Confirmation Letter coincide with: (a) the two in-person cash withdrawals of AED 1m each from APT's bank account at Al Masraf Bank on 5 July 2020, (b) a cheque of AED 4.2m drawn on Mr Mazzagatti's CBD bank account on 5 July 2020 and (c) a further AED 1m cash withdrawal from Mr Mazzagatti's CBD bank account on 7 July 2020. They also follow an AED1.1m cash withdrawal out of Mr Mazzagatti's CBD bank account on 30 June 2020. API therefore infers these transactions were connected with the allegedly fake ADCB documents and Abu Dhabi Loan Facilities and were for Mr Mazzagatti's benefit. API submits the Defendants have given no credible alternative explanation for these payments.

(6) A Termination Agreement dated 4 July 2020 exists in respect of the purported Sheikh Zayed Loan Facility dated 3 July 2020, cancelling it so there could be no drawdown under it. On 29 August 2025, H&P stated it had not received this Termination Agreement prior to Devonshires sending it to H&P on 11 August 2025. The Defendants allege the Termination Agreement is a fake, giving an (apparently contradictory) story that there were discussions over a "*pro forma termination letter*" (a copy of which was not disclosed) which was never signed. API was provided with a copy of the Termination Agreement by Mr Cambareri, who was at all material times Mr Mazzagatti's close associate.

(7) TAQA and Spirit brought a claim against the Defendants, VIL, VEL and RockRose in relation to the sale of UKCS8 to Fujairah for US$1: *TAQA Bratani Ltd v Fujairah Oil and Gas UK LLC* [2024] EWHC 3146 (Comm) (the "**TAQA Proceedings**"). As set out above, on the day of the SPA for RockRose to sell UKCS8 to Fujairah, Mr Mazzagatti signed the AED 6.6m cheque drawn on APT's Al Masraf AED Account in favour of Mr Almheiri, a senior Fujairah Government advisor. Given that API and APT had no connection whatsoever to this transaction, API infers Mr Mazzagatti used the cheque to make a corrupt payment to Mr Almheiri for Fujairah to acquire UKCS8. On the day of completion, 24 December 2020, UKCS8 declared a

dividend of US$84m in favour of RockRose at a gross undervalue. After the sale, Mr Almheiri was appointed as director of UKCS8. UKCS8 was then placed into insolvent liquidation. Despite the Defendants pleading that Mr Jahanpour requested Mr Mazzagatti write the cheque, the Defendants have not identified any connection between Mr Jahanpour and Mr Almheiri or Fujairah.

(8) In the TAQA Proceedings the Defendants acknowledged the Abu Dhabi Loan Facilities were never drawn down. Instead, the Defendants stated the acquisition was funded largely by a loan from RockRose to VEL of approximately £202m, as well as an alleged loan from VEL to RockRose of £55m although this is not reflected in the companies' accounts. API believes, however, that a substantial part of the funding for the acquisition was the proceeds of misappropriations from API and APT.

(9) The High Court in the TAQA Proceedings (Dias J) entered judgment in favour of the Defendants, VIL, VEL and RockRose, at least partly in reliance on the Defendants' evidence that the Abu Dhabi Loan Facilities were genuine: [2024] EWHC 3146 (Comm), [50],[173],[197],[210]-[214]. This was reversed by the Court of Appeal which remitted the case to the Commercial Court to determine the appropriate remedy for the undervalue transaction: [2025] EWCA Civ 1669. API contends that Dias J was misled by the Defendants' evidence which positively asserted that the Abu Dhabi Loan Facilities were genuine (and it was therefore apparent the Defendants also did not disclose the fake ADCB documents provided to H&P undermining the genuineness of the Abu Dhabi Loan Facilities), and that Dias J was not aware of the AED 6.6m payment to Mr Almheiri.

(2) As well as reliance on the Abu Dhabi Loan Facilities, the Scheme Documentation for VEL's takeover of RockRose included representations as to the financial status of the Viaro Group, Napag Trading, PIL, and Napag IT. API alleges these were false statements intended to create the impression that the companies had sufficient funds from legitimate sources to acquire RockRose, when in fact they did not. API says that

    (1) In ongoing proceedings brought by the Italian tax authorities, Mr Mazzagatti has been accused of using false invoices artificially to inflate the value of Napag Italia Srl (an Italian entity within the Napag Group) and/or Napag Trading.

    (2) In separate criminal proceedings in Milan, it is alleged Mr Mazzagatti funded a c.£21m cash payment, which was passed through Napag Trading and artificially inflated its assets, through an improper payment received from a subsidiary of ENI, the Italian major oil group.

    (3) VIL acquired Napag Trading, 100% owner of Napag Italia, on 23.12.2019, which increased VIL's capital to £64 million. From the matters above, API infers the Napag companies' statements had been manipulated to represent a higher value prior to the acquisition.

    (4) API's case is that the payments to increase VIL's share capital made by Mr Mazzagatti were from API's misappropriated funds.

25. API therefore alleges the RockRose acquisition involved fraudulent misrepresentations made by VEL (acting by the Defendants) to the market, to

Snowden J in the scheme of arrangement proceedings, and to the NSTA. The purpose of these misrepresentations was, API claims, to conceal the fact the acquisition was financed using API's misappropriated funds. API further contends that Dias J was also misled by the Defendants during the trial of the TAQA Proceedings.

26. Since the RockRose acquisition, VEL's statutory accounts (the most recent, for year ended 31 December 2024, were published on 28 November 2025) show Mr Mazzagatti and Mr Dixit received salaries of £68.4 million and £20.1 million, respectively, between 2022 and 2024. Despite the relatively small scale of RockRose (an average of 36 employees in 2024) and VEL (7 employees in 2024), API says that Mr Mazzagatti's and Mr Dixit's remuneration surpassed that of executives of large energy companies such as Shell or BP. API does not know what, if any, further sums they received from VIL/VEL/RockRose in 2025, and the Defendants have refused to tell API. In contrast with the Defendants' large salaries, API has recently become aware of matters which they say cast doubt on VIL, VEL and RockRose's financial positions:
    (1) VIL, VEL and RockRose's financial statements suggest that the companies are financially vulnerable. The group's financial performance in 2023 and 2024 was such that its net assets were eroded, and profitability is expected to be further impacted by a natural decline in production of the group's hydrocarbon interests. VIL's accounts for 2023 had to be restated by over £250m, leading to a loss of approximately £336m. Together with the liability faced as a result of the TAQA Proceedings, these matters raise serious doubts as to these companies' solvency. The EY Report refers to a forward-looking assessment of whether a company is a going concern, but fails to consider natural declines in production, reputational harm, and contingent liabilities. Further, despite suggestions that VIL would be able to provide financial support to VEL and RockRose, its balance sheet suggests otherwise.
    (2) On 14 January 2026, Shell UK Limited and Esso Exploration and Production Limited announced that they would withdraw from a proposed sale to RockRose of upstream natural gas interests in the southern North Sea. The NSTA said that they were *"waiting to receive the additional information requested from the purchasing party in order to make a decision."* Along with the TAQA Proceedings, the abandonment of this acquisition is likely to have harmed the group's reputation and credibility, and therefore its ability to obtain regulatory approvals and to raise finance for any future acquisitions. The NSTA has delayed approval of another acquisition by VEL, this time of Deltic Energy PLC.

API's losses

27. As a result of the misappropriations detailed above, API was left with an outstanding liability to MHPC of over €143m, which led to investigations by the Iranian authorities. API entered into a Settlement Agreement with MHPC on 17 August 2023 to repay the debt. This crystallised API's losses in the sum of over €143m. However, this represents a floor for the value of API's claim: absent a full account by Mr Mazzagatti, API does not presently know what portion of the payments by

customers of API to Napag IT represents profit which should have been accounted for to API.

28. Unable to repay its debt to MHPC, API financed the payments under the Settlement Agreement dated 17 August 2023 through a loan from a Hong Kong company called Selenium Resources Ltd ("**Selenium**") which had been appointed as offtaker in place of APT. This bought API considerable time.

29. However, PIL (acting, as API alleges, on Mr Mazzagatti's direction) refused to contribute to the funds required to settle the liability with Selenium, even on a 50:50 basis with PIL's co-shareholder APL. This ultimately led to enforcement by Selenium against 49,310 of API's shares in MHPC (c.58% of MHPC's shares) through a judgment of the Iranian courts dated 4 August 2024 (amended on 29.10.2024) (the "**Selenium Judgment**"). These shares were transferred to Selenium on or around 10 April 2025. The Defendants (and PIL in the Singapore proceedings referred to below) claim that Selenium is controlled by Mr Jahanpour and the Selenium transactions and the Iranian judgments were a sham/fraud. API submits that these allegations are baseless and are designed to distract from the Defendants' own fraud.

The Strike Out application

The application

30. The Defendants seek to strike out the following passages of API's Amended Points of Claim ("**APOC**") and Amended Reply ("**AR**") on the grounds that they are an abuse of process or otherwise likely to obstruct the just disposal of the proceedings:-
    (1) The third sentence of APOC paragraph 78;
    (2) APOC paragraph 78(1) (from and including the second sentence) – (4);
    (3) The final sentence of APOC paragraph 78(8);
    (4) The words added by amendment to APOC paragraph 78(9);
    (5) APOC paragraph 78(10);
    (6) The words added by amendment to APOC paragraph 78(11);
    (7) APOC paragraph 78(12), save for the penultimate sentence;
    (8) APOC paragraph 78(13);
    (9) APOC paragraph 78(15(a));
    (10) The words "which did not exist" in APOC paragraph 78(15)(c);
    (11) APOC paragraphs 78(15)(d)-(e);
    (12) AR paragraph 109(7);
    (13) AR paragraphs 109(7A)-(B).

    I will refer to these as the "**strikable passages**".

31. The strikable passages fall into two categories. First, the acquisition of the Abu Dhabi Loan Facilities. Secondly, the Foreign Proceedings Allegations. I deal with them in turn.

The Abu Dhabi Facilities: RockRose

The Parties' respective cases

32. The passages that the Defendants seek to strike out are principally concerned with the two loan agreements that had been entered into in the context of VEL's acquisition of RockRose in mid-2020. These passages are amendments to certain sub-paragraphs of paragraph 78 of the original Points of Claim. The acquisition of RockRose was part and parcel of API's originally pleaded claim and both that original claim and, indeed, the APOC have been fully pleaded to by the Defendants in their original and their Amended Defence.

33. The Defendants seek to strike out the amendments to the APOC listed in paragraph 30 above on the grounds that they are irrelevant to the question of whether any part of the allegedly misappropriated funds was used to fund the RockRose acquisition. This is because, as the Defendants submit, it is common ground that the Abu Dhabi Loan Facilities were not used to fund it – they were never even drawn down. They are, therefore, irrelevant to an inquiry into how the balance of the RockRose acquisition was in fact funded.

34. Mr Hubbard, on behalf of the Defendants, relies on CPR r.3.4(2). This provides as follows:-

> "… The court may strike out a statement of case if it appears to the court
>
> (a) that the statement of case discloses no reasonable ground for bringing or defending the claim;
>
> (b) that the statement of case is an abuse of the court's process or is otherwise likely to obstruct the just disposal of the proceedings ..."

He also drew my attention to para.3.4.17 of the White Book which states, under the heading "Other forms of abuse", that

> "… The court's objective in all of these topics are to counteract any deliberate or incorrigible behaviour which would otherwise cause injustice and to protect litigants and also the court itself from the unnecessary waste and delay that such behaviour may cause …"

35. The Defendants contend that the strikable passages are nothing more than a naked attempt to prejudice the court's view of Mr Mazzagatti and to exert illegitimate pressure on the Defendants. They say that whether API's money was used to partially finance the RockRose acquisition will depend upon tracing where API's money went and that it will not and cannot depend upon "*some total sideshow debate about whether two agreements that neither party contends was used to fund the RockRose acquisition were real or not*".

36. API submits, however, that the Abu Dhabi Loan Facilities allegations are relevant to the issues in the claim:-

(1) They are relevant to the issue of what funds were used by VEL to acquire RockRose, and whether these were the proceeds of misappropriations from API. API contends that dishonesty in relation to the faking of the £500 million Abu Dhabi Loan Facilities supports the inference that the Defendants were

also dishonest as to the source of funds for the acquisition and that the source of those funds was wholly or partially monies that had been misappropriated from API;

(2) They are relevant facts from which API will invite the Court to infer the existence of a conspiracy or the pleaded unlawful means used as part of the conspiracy;

(3) The allegations are relevant to the pleaded issues. They are not being used as a hook to obtain disclosure, although the Claimants are in fact entitled to such disclosure;

(4) The allegations were not introduced solely to cause prejudice and to exert illegitimate pressure to settle. The present is not a case of clear and obvious abuse;

(5) The allegedly fake documentation relating to the Abu Dhabi Loan Facilities is part of a pattern of forged documents created by the Defendants as alleged in the pleadings, including the fake Al Masraf bank statements, the fake APT board resolutions, the false API 2020 draft accounts and the fake SPAs relating to Mr Jahanpour and Ms Baccouche.

API further contends that the Defendants' attempt to strike out the allegations in the APOC alleging that the ADCB Balance Confirmation Letter and Statements of Account were forgeries is misconceived. API has reasonably inferred that these transactions were made in connection with the Abu Dhabi Loan Facilities.

37. Mr Malek KC, on behalf of API, drew my attention to the principles applicable to the pleading of dishonesty as set out in the judgment of Arnold LJ in the Court of Appeal in *Sofer v SIT* [2020] EWCA Civ 699.

> "… 23. … i) Fraud or dishonesty must be specifically alleged and sufficiently particularised, and will not be sufficiently particularised if the facts alleged are consistent with innocence: *Three Rivers District Council v Governor and Company of the Bank of England (No.3)* [2003] 2 AC 1.
>
> ii) Dishonesty can be inferred from primary facts, provided that those primary facts are themselves pleaded. There must be some fact which tilts the balance and justifies an inference of dishonesty, and this fact must be pleaded: *Three Rivers* at [186] (Lord Millett).
>
> iii) The claimant does not have to plead primary facts which are only consistent with dishonesty. The correct test is whether or not, on the basis of the primary facts pleaded, an inference of dishonesty is more likely than one of innocence or negligence: *JSC Bank of Moscow v Kekhman* [2015] EWHC 3073 (Comm) at [20]-[23] (Flaux J, as he then was).
>
> iv) Particulars of dishonesty must be read as a whole and in context: *Walker v Stones* [2001] QB 902 at 944B (Sir Christopher Slade).
>
> 24. To these principles there should be added the following general points about particulars:

i) The purpose of giving particulars is to allow the defendant to know the case he has to meet: *Three Rivers* at [185]-[186]; *McPhilemy v Times Newspapers Ltd* [1999] 3 All ER 775 at 793B (Lord Woolf MR).
ii) When giving particulars, no more than a concise statement of the facts relied upon is required: *McPhilemy* at 793B.
iii) Unless there is some obvious purpose to be served by fighting over the precise terms of a pleading, contests over their terms are to be discouraged: *McPhilemy* at 793D.

25. As is common ground, on an application under CPR rule 3.4(2)(a) to strike out particulars of claim as disclosing no reasonable grounds for bringing the claim, the facts pleaded must be assumed to be true. That does not mean, however, that the court will not scrutinise particulars of dishonesty with care to see if they disclose a sustainable case ..."

38. Mr Malek KC submitted that API's pleadings complied with these principles. The Defendants did not suggest that API's pleas of dishonesty fell foul of any of them. They do, however, maintain that they are simply irrelevant.

39. API also says that this application is made too late.

Discussion

40. The strikable passages are largely contained the APOC that were served on 22 August 2025 although some of them were pleaded in the original POC. The Amended Defence was served on 8 September 2025. The Strike Out Application was issued on 14 November 2025. This was a little after the H&P Application had been issued by API on 2 October 2025. API contends that the Strike Out Application was issued in order to prevent it from succeeding on its H&P Application. The Defendants deny this.

41. I start by looking at paragraph 78 of the original POC, served on 8 August 2024. In it API squarely pleads the existence of the RockRose transaction and asserts that:-
    (1) Among other things, there is credible evidence to suggest that Mr Mazzagatti used at least part of the Misappropriated Funds to acquire a majority share in RockRose; and
    (2) There is reason to doubt that the two £250 million loan facilities ever existed.

42. It is clear from this that API was, from the outset, challenging the authenticity of the two Abu Dhabi Loan Facilities. The Defendants pleaded at paragraph 127 of their Amended Defence that these were "*not substantive issues to be determined in the present claim*" and to the extent that AP sought to contend otherwise they were liable to be struck out. They did not, however, seek to strike out paragraph 78 and, without prejudice to their denial that its contents were irrelevant, were nevertheless prepared to plead to it. Similarly, they pleaded also to paragraph 78's amended sub-paragraphs in their Amended Defence. I consider that there is much to be said for

API's contention that the Defendants' application to strike out the strikable passages was motivated by API's H&P Application. It is not, however, necessary for me to decide the Strike Out Application on this ground. I consider that it fails for the reasons given below.

43. First, the RockRose allegations are closely related to API's case that RockRose was purchased through the use of funds that were misappropriated from API. The fact that the Abu Dhabi Loan Facilities were never actually drawn upon is, in my judgment, of limited, if any, relevance. API has a good arguable case that they were needed in order to show that the Defendants were able to fund the purchase and accordingly provided comfort to those involved with the sale and purchase of RockRose. They were an integral part of the overall transaction. It is in my view wrong to regard them as a "*side-show debate*". The RockRose allegations are not irrelevant to the claims which API makes against the Defendants.

44. Secondly, I consider that if relevant allegations of fraud/dishonesty are to be made then it is right that they should be pleaded: *Sofer v SIT* (above). This is what API has done. Otherwise if they are made at trial in XX will be objected to because they have not been pleaded.

45. Thirdly, I reject the Defendants' submission that the RockRose allegations are nothing more than an attempt to prejudice the Court against Mr Mazzagatti and to exert illegitimate pressure upon the Defendants. The Court will have to form its own view of the parties and if, but only if, API makes good the RockRose allegations then this may well colour the Court's view of him. That, however, is part and parcel of the ordinary trial process.

46. Fourthly, the allegations which API makes are close in time to each other and, if made good, suggest that there is a pattern of forgery and other dishonesty that is, or may be, relevant to API's claims against the Defendants. The RockRose allegations do not in my view amount to similar fact evidence as considered by the House of Lords in *O'Brien v Chief Constable of South Wales Police* [2005] 2 AC 534. If I am, however, wrong about this then I consider that they are potentially probative of an issue or issues in the action and are, prima facie, admissible as similar fact evidence.

47. It follows from the above that I consider that API have shown that there are reasonable grounds for bringing the RockRose allegations and that the statement of case is not an abuse of the court's process or is otherwise likely to obstruct the just disposal of the proceedings. The Defendants have failed to make good their application under CPR r.3.4(2). Nor do I consider that they have established any deliberate or incorrigible behaviour on the part of API which would cause injustice or unnecessary waste and delay.

The Foreign Proceedings Allegations

The Parties' cases

48. Allegations have been made against Mr Mazzagatti in proceedings in Italy. The Defendants contend that the Foreign Proceedings Allegations set out in the APOC, paragraphs 78(1)-(4) are irrelevant to the issues in the present case. They further contend that API has not averred that the Foreign Proceedings Allegations are true and that it must therefore be inferred that they have been pleaded solely in order to cause prejudice to the Defendants.

49. API disagrees, and contends that:
    (1) As the claimant in a fraud case with limited access to information about the methods by which the fraud was carried out, it is entitled to rely upon allegations made in other proceedings in order to plead its case: see *Medcalf v Mardell* [2003] 1 AC 120 @ [22]; *Standard Chartered* [2024] 1 W.L.R 4589 @ [44]-[53].
    (2) The Foreign Proceedings Allegations are relevant to the way in which the acquisition of RockRose was funded. If they are true, this supports API's fraud and tracing claims.
    (3) API had positively averred in its pleadings that Napag's income and assets were overstated in their accounts, that the increase of Napag's share capital appeared to have been caused by suspect transactions as alleged in the Italian proceedings and that the charges in the Milan criminal proceedings give rise to the inference that the £21 million paid to Napag was merely cycled through it.

Decision

50. Paragraphs 78(1)-(4) were substantially unamended between the POC served in 2024 and the APOC served in August 2025. The Defendants did not seek to strike out the allegations when they were originally made. This is an unpromising starting point for their application.

51. I dismiss this strike out application. I consider that API has shown that the foreign proceedings are arguably relevant to their claim in fraud against the Defendants.

52. Following the hearing both parties wrote to me with updates on, inter alia, the current state of the Italian proceedings. I do not consider that these alter my views on the present strike out application, although they may well become relevant when the matter is heard at trial.

The H&P Application

Introductory

53. H&P Advisory Ltd ("**H&P**") was the financial advisor to VEL. A key issue in these proceedings is whether or not Mr Mazzagatti used funds misappropriated from API to acquire RockRose through VIL and VEL, or whether he did so wholly through other sources of funding as the Defendants have claimed. API submits that the due diligence and other documentation held by H&P, as VEL's financial advisor on the acquisition, is highly material to this issue. It has made an application for third party disclosure against H&P. H&P, which is represented on this hearing

by Ms Dzwig, has made clear that it is neutral on the application and that if the Court is satisfied that the H&P Application meets the criteria at CPR 31.17(3) H&P has no objection to an Order being made against it, provided that it is protected in costs. Mr Hubbard opposes the application on behalf of VEL.

Applicable principles

54. The test for the Court's power to make a non-party disclosure under s.34(2) of the *Supreme Court Act 1981* and CPR r.31.17 is summarised in *Constantin Medien AG v Ecclestone* [2013] EWHC 2674 (Ch) @ [76]. The "threshold test" is whether the documents are likely to support the case of the applicant or adversely affect the case of one of the other parties to the proceedings. Disclosure must be necessary to dispose fairly of the claim or to save costs. The definition of the documents must be sufficiently clear and specific, so that no judgments about the issues in the case are required by the respondents. The Court has overall discretion as to whether to order disclosure of that class of documents.

55. Where disclosure of a class of documents is sought, each document in a class must satisfy the test, although some documents may satisfy the test if they provide context for other more obviously relevant documents, even if the former documents might not satisfy the test if viewed in isolation: *Bugsby Property v LGIM Commercial Lending* [2021] EWHC 1054 (Comm) @ [19]. The necessity test has "little or no independent role once documents are regarded as relevant": *Bugsby* at [20]. The Court should consider whether the applicant has, or can obtain, similar documentation from other sources (including the difficulty of obtaining the documents from other sources): *Andrew v News Group Newspapers Ltd* [2011] EWHC 734 (Ch) @ [73]-[75]. The Court must be satisfied the documents actually exist and it must be clear from the face of the order whether they fall within its scope: *Bugsby* @ [22]. The order must be framed without regard to the issues in the case, or the relevance of the documents in the non-party's possession to those issues, but there is not necessarily a problem with the non-party having to exercise some judgment in complying with the order, since they can apply to the Court for further directions: *Constantin Medien* @ [66]-[69].

The Parties' Submissions

56. API submits that the documents which it seeks are likely to support its case on the Abu Dhabi Loan Facilities allegations and to establish its claim that the Defendants are responsible for and benefitted from the misappropriations from API and APT. API says it is important for it to obtain disclosure from a non-party given the allegations of forgery made in this case. API further contends that disclosure is necessary in order to dispose of the claim fairly and to save costs. This is because direct evidence of fraud and conspiracy is rarely available and if there are documents in the hands of a third party which evidence the existence of such conduct then an order for their disclosure is in principle necessary: *Barclays Bank PLC v Citibank N.A.* [2024] EWHC 53 (Ch) @ [44], [62].

57. API says that it has taken steps to obtain the documents from other sources. The Defendants have declined to agree that VEL's and RockRose's documents are within their possession or control and it seems unlikely that the Defendants would be willing to disclose the documents that are within their possession or control without altering or removing their metadata.

58. The Defendants say that even if API's case on the Abu Dhabi Facilities is not struck out (as I have found it should not be) there are multiple reasons, both procedural and substantive, why the application is misconceived. They argue that API can seek disclosure from the Defendants and that it is not, therefore, necessary for API to obtain disclosure from H&P and that the sensible procedure would be for the Court to adjourn the H&P application until after the CMC has taken place and after the Defendants have provided disclosure in accordance with the order made at the CMC. The Defendants submit that to entertain the application now is premature, is procedurally unfair and would risk giving rise to considerable wasted costs.

Decision

59. I disagree with the Defendants. Their strike out application has failed. No costs will be incurred by them at this stage because H&P's costs will, at least in the first instance, be paid for by API. I am satisfied that the first eight of the categories of documents sought in the H&P Application are necessary and potentially relevant for the reasons which they have given. API has satisfied me that it has legitimate concerns about the authenticity of the documents produced to date by the Defendants and I consider that the disclosure of documents in the possession of H&P may well show whether those concerns are, or are not, justified. I do not, however, regard the ninth category as being confined to the issues in this case and do not order disclosure of the documents sought under this category.

The WFO Application

Introductory

60. The Claim Form in these proceedings was issued on 7 August 2024. It followed a claim that API had previously issued against the Defendants in Singapore in July 2023. API first requested the Defendants to grant them freezing undertakings in a letter dated 8 August 2024. The Defendants declined to provide them, saying that the risk of dissipation contended for by API was "risible". There matters rested until January 2026, when this WFO Application was issued.

61. API seeks a WFO and a proprietary injunction against the Defendants' assets up to the total value of €160,000,000.

Applicable principles

62. The test applicable on an application for a freezing injunction is well established. The applicant must show that: (1) there is a serious issue to be tried; (2) that there is a real risk, judged objectively, that a future judgment would not be met because of an unjustified dissipation of assets; and (3) that it would in all of the circumstances be just and convenient to grant the freezing order.

63. Applications for WFOs are usually made either immediately before or at the outset of proceedings. A freezing injunction is a "… *drastic interference with a person's right to do as they please with their own property … (quite apart from the reputational damage that it may cause)…* ". For that reason, the courts "*must remain vigilant*" in ensuring they are not inappropriately granted: *FW Aviation (Holdings) 1 Limited v VietJet Aviation Joint Stock Company* [2025] EWHC 1920 (Comm), [14]. It is "*necessary to maintain the close regulation*" of freezing injunctions, which "*have the nuclear effect of prohibiting the affected party from dealing with his assets*": *Holyoake v Candy* [2018] Ch 297 (CA), [40] *per* Gloster LJ. Such regulation is "… *beneficial and should not be weaken[ed]… in any way because it incorporates important safeguards for the defendant* …" *ibid*, citing *Fourie v Le Roux* [2007] 1 WLR 320 (HL), [3].

64. The purpose for which freezing orders are granted is also tightly circumscribed. They "are not there to give the claimant comfort or to provide a route to extra disclosure but to ensure that if there is a real risk that a judgment or award may go unsatisfied, something is done to prevent this": *Petroceltic Resources Ltd v Archer* [2018] EWHC 671 (Comm), [55]. Importantly, the purpose of a WFO is not to provide a claimant with security: *Lakatamia Shipping Co Ltd v Morimoto* [2019] EWCA Civ 2203, [34(6)]. Instead its purpose is

> "… to restrain a defendant from evading justice by disposing of, or concealing, assets otherwise than in the normal course of business in a way which will have the effect of making it judgment proof. A WFO is not intended to stop a corporate defendant from dealing with its assets in the normal course of its business. Similarly, it is not intended to constrain an individual defendant from conducting his personal affairs in the way he has always conducted them, providing of course that such conduct is legitimate. If the defendant is not threatening to change the existing way of handling their assets, it will not be sufficient to show that such continued conduct would prejudice the claimant's ability to enforce a judgment. That would be contrary to the purpose of the WFO jurisdiction because it would require defendants to change their legitimate behaviour in order to provide preferential security for the claim which the claimant would not otherwise enjoy …" *Lakatamia* (above) at [34(7)], per Haddon-Cave LJ adopting the reasoning of Popplewell J. (as he then was) in *Fundo Soberano de Angola v dos Santos* [2018] EWHC 2199 (Comm).

65. Importantly, the risk of dissipation must be established by solid evidence. Mere inference or generalised assertion is not enough. Each case is fact specific and relevant factors must be looked at cumulatively: see *Lakatamia* (above) at [34(2)] and [34(7)]. It has been held that
    (1) Where there is a good arguable case that the defendant has been guilty of dishonesty, this may point to the conclusion that assets are likely to be dissipated or dealt with in such a way as to make enforcement more difficult. Depending on the type of dishonesty, it may be a reasonable inference that the

defendants might readily resort to similar methods to render their major assets proof against enforcement: *Fundo Soberano de Angol* (above) at [86(4)]; *PJSC National Bank Trust v Mints* [2019] EWHC 2061 (Comm) at [23] to [24]

(2) The defendants' nature and financial standing, for example whether they have the skills and experience to move assets and manage them abroad, are relevant: *Caring Together Ltd v Bauso* [2006] EWHC 2345 (Ch), at [64];

(3) A failure by the defendant to make a voluntary disclosure of assets prior to the application may be held against him in assessing the risk of dissipation: *Madoff Securities International Ltd v Raven* [2011] EWHC 3102 (Comm), at [170]-[172].

The Parties' Submissions

66. It is not in dispute that API has established that there are serious issues to be tried on its claims in this matter. The essential battle ground is, therefore, whether API can establish that there is a real risk that that the Defendants will deal with their assets in such a way as to prejudice their availability or value in order to diminish or avoid having to satisfy any judgment made against them.

67. API says that its case against the Defendants of dishonesty, forgery of documents and misappropriation of assets gives rise to a reasonable inference that they may employ similar methods to dissipate assets in order to render themselves judgment-proof.

68. The Defendants contend that this application for injunctive relief is really a manoeuvre to bring intolerable pressure on Mr Mazzagatti. They dispute API's application, contending that there is no real risk of dissipation. They point to API's delay in making the WFO application, and the fact that API's case has not materially changed in the three years since it first brought a claim against Mr Mazzagatti. They say that API's allegations regarding alleged recent dissipation of assets show nothing of the sort.

Discussion

69. The effect of delay upon the making of an application for a freezing injunction has been considered in a number of cases. The judgment of Flaux J. (as he then was) in *Madoff Securities v Raven* [2011] EWHC 3102 (Comm) is of particular relevance. He held

> *"*... (1) The mere fact of delay in bringing an application for a freezing injunction or that it has first been heard inter partes, does not, without more, mean there is no risk of dissipation. If the court is satisfied on other evidence that there is a risk of dissipation, the court should grant the order, despite the delay, even if only limited assets are ultimately frozen by it. (2) The rationale for a freezing injunction is the risk that a judgment will remain unsatisfied or be difficult to enforce by virtue of dissipation or disposal of assets (see further the citation from *Congentra AG v Sixteen Thirteen Marine SA, The Nicholas M* [2008] EWHC 1615 (Comm), [2009]1 All ER (Comm) 479 below). In that

> context, the order for disclosure of assets normally made as an adjunct to a freezing injunction is an important aspect of the relief sought, in determining whether assets have been dissipated, and, if so, what has become of them, aiding subsequent enforcement of any judgment. (3) Even if delay in bringing the application demonstrates that the claimant does not consider there is a risk of dissipation, that is only one factor to be weighed in the balance in considering whether or not to grant the injunction sought …"

70. Although it is clear from Flaux J.'s judgment that delay will not, by itself, be dispositive in an application for a WFO, it can in my judgment be a powerful consideration. Where the claimant threatens to seek a WFO from before the start of proceedings and then does not make its application for a considerable period then it is appropriate for the Court to consider what, if anything, has changed since the proceedings were commenced. As Henshaw J. said in *ArcelorMittal v Ruia* [2020] EWHC 740 (Comm) at [265],

> "… The relevant question must be whether there has been delay from the time at which the claimant appreciated or, arguably, should have appreciated that there were grounds on which a freezing order could be sought … and would be useful …"

71. API's case has not materially changed over the years. The principal allegations of fraud and forgery have been the same all along. I consider that API needs to point to new evidence showing a risk of dissipation if it is to have any prospect of success on its WFO application.

72. API does rely on three more recent matters in support of their allegations that there is a risk of dissipation. These are, first, the recent restatement of VIL's 2023 accounts which shows a significant loss of £336 million, secondly, the effect of the decision of the Court of Appeal in the TAQA case and, thirdly, evidence of what API refers to as the exorbitant salaries and bonuses of the Defendants. I will deal with these in turn.

73. I find API's allegations regarding the financial viability of VIL, VEL and RockRose to be misplaced. There is in my judgment little or no support for their expert's (Mr Ballamy's) conclusion that they are financially vulnerable. I prefer the opinion of Mr Fritzsche of Ernst & Young who, having reviewed the position of the three companies, concludes that the net current assets as at the end of 2024 for VIL are £220 million, that the operating loss and operating profits of the Viaro Group are £33 million, and that RockRose's exposure of £63 million or USD85 million is significantly lower than VIL Group's net asset position. I agree with the Defendants' submission that API's case conflates assets belonging to the Defendants, on the one hand, and assets belonging to the Viaro Group, on the other. Transactions by the companies themselves do not amount to dissipation. There is no evidence that Mr Mazzagatti has dissipated, or intends to dissipate, his shareholding in the Viaro group. I further consider that Mr Mazzagatti could not readily cause the Viaro companies to dissipate their interests in the UK Continental

Shelf. They cannot sell or assign licenses or change control of a company which owns a license without the consent of the North Sea Transition Authority ("**NSTA**"). Applications for the NSTA's consent take at least three months.

74. I find nothing in the decision of the Court of Appeal in the TAQA case which suggests that the Defendants have a propensity to strip assets. The first instance judgment of Dias J. makes findings that are strongly in favour of Mr Mazzagatti and concluded that "RockRose has shown that it was in for the long haul and has not only stayed in the market but has consolidated and grown its interest" [165]. Those findings have not been disturbed by the Court of Appeal. Although API now claims that Dias J. was misled by Mr Mazzagatti, that is an issue which will have to be determined at trial and it does not in any event affect the conclusions that I have reached in connection with the financial viability of the Viaro group.

75. I turn, finally, to consider API's reliance upon what it claims is the excessive remuneration received by the Defendants. Whilst undoubtedly extremely generous, Mr Mazzagatti's remuneration is contractually linked to a fixed percentage of EBITDA, has been fully disclosed in company accounts and was made in accordance with the ordinary course of business of the Viaro group and RockRose. API has not satisfied me that these levels of remuneration are even prima facie evidence of an intention to dissipate assets in an effort to avoid the consequences of a judgment.

76. It follows from the above that I find that API has not established any new evidence in support of its allegations regarding the dissipation of assets. I consider that the delay in making this application is fatal to the WFO Application.

77. It is not therefore necessary for me to consider the Defendants' further arguments as to why it would not be just and convenient for the Court to grant a WFO. I do, however, consider that they have made good the first reason for which they contend, namely that any injunction would have a catastrophic impact on Mr Mazagatti's business. I accept the submissions made at §§128-135 of their skeleton argument.

The application for Proprietary Injunction

78. API seeks a proprietary injunction over the proceeds of certain transactions specified in Annex A to the draft order. I consider that API has not demonstrated that there is a serious issue that they can establish that the funds which they seek to injunct are traceable so as to give rise to an entitlement to a proprietary claim. Many of the proprietary assets in respect of which they claim did not originate from API itself. API has not explained how these assets are said to give rise to a proprietary claim. Nor have they explained why it is said that the Defendants hold the proceeds of those payments. I also find that balance of convenience does not favour the granting of a proprietary injunction. I have already found that API has not established a risk of dissipation of assets. It will still be entitled to recover damages and an account of profits in the event that it is successful at trial.

Conclusions

79. For the reasons I have given above I conclude that:
    (1) The Strike Out application fails;
    (2) The H&P application succeeds, but only as to the first eight categories;
    (3) The WFO application fails.

80. I am grateful to counsel and their instructing solicitors for the assistance which they have provided me. I trust that they will cooperate in drawing up an order which reflects the findings which I have made.