Neutral Citation Number: [2025] EWCA Civ 99

Case No: CA-2023-001933; CA-2023-001933-D

IN THE COURT OF APPEAL (CIVIL DIVISION)
ON APPEAL FROM THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
COMMERCIAL COURT (KBD)

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 11/2/2025

Before:

SIR GEOFFREY VOS, MASTER OF THE ROLLS
LADY JUSTICE ASPLIN
and
LORD JUSTICE PHILLIPS

Between:

UniCredit Bank GmbH	**Claimant** **Applicant** **Appellant**
- and –	
RusChemAlliance LLC	**Defendant** **Respondent** **Respondent**

Stephen Houseman KC and **Stuart Cribb** (instructed by **Latham & Watkins (London) LLP**) for the **Applicant** (UniCredit)

Mikhail Sondor of **ELWI Moscow** appeared by video link for the **Respondent** (RCA)

Thomas Sebastian (appointed by the **Attorney General**) appeared as the **Advocate to the Court**

Hearing date: 4 February 2025

JUDGMENT

This judgment was handed down remotely at 10.00am on Tuesday 11 February 2025 by circulation to the parties or their representatives by e-mail and by release to the National Archives.

SIR GEOFFREY VOS, MASTER OF THE ROLLS :

1. UniCredit is a German bank. It has applied under CPR Part 3.1(7) and the court's inherent jurisdiction to revoke or vary the final anti-suit injunction that it sought and obtained against RCA, a Russian corporation, from the Court of Appeal on 29 January 2024 (the CA's Order). The CA's Order was upheld by the UK Supreme Court's order of 23 April 2024 (the UKSC's Order), for which reasons were given by Lord Leggatt on 18 September 2024. RCA, which was represented before us by its Russian counsel, supports UniCredit's application. We have also had the assistance of Mr Thomas Sebastian as an advocate to the court, appointed by the Attorney General.

2. UniCredit and RCA are the parties to 4 performance bonds and 3 advance payment bonds entered into in August and September 2021 totalling some €453,128,873.14 (the bonds). Each of the bonds was governed by English law and provided for arbitration in Paris. The Court of Appeal (Bean, Males and Lewis LJJ): (a) restrained RCA from pursuing claims under the bonds in any Russian or other court otherwise than in accordance with the arbitration agreements contained in the bonds, (b) ordered RCA to discontinue its Russian proceedings in respect of the bonds, and (c) restrained RCA from enforcing any ruling of the Russian court in respect of the bonds.

3. According to UniCredit's evidence before us, RCA submitted during the English court proceedings that it (RCA) would be "bound by the final injunctive relief" in the CA's Order and that "the Russian Court [would] continue to respect the orders made by the English Court". After the UKSC's Order, however, RCA dispensed with the services of its English solicitors and applied for and obtained a ruling (the Ruling) dated 28 December 2024 from the Arbitrazh Court of Saint Petersburg and Leningrad Region (the St Petersburg Court). The Ruling (1) prohibited UniCredit from initiating arbitrations or court proceedings against RCA, except in the Russian courts, in respect of the bonds, (2) prohibited UniCredit from continuing any proceedings, or enforcing any judgments, except in the Russian courts, against RCA in respect of the bonds, and (3) obliged UniCredit to "take all measures within its control (including applying to cancel and others) aimed at cancelling the effect of [the CA's Order]" within two weeks of the Ruling coming into legal force, and (4) provided that, if UniCredit failed to comply with these orders, it would have to pay RCA €250 million by way of a court-imposed penalty. The Ruling remains under appeal, but it seems that the Ruling has already assumed legal force in Russia.

4. By way of further background, the reason for the dispute is that UniCredit failed to pay on the bonds when demanded by RCA. RCA had made agreements in 2021 with two German contractors for the construction of liquefied natural gas and gas processing plants in Russia for some €10 billion, of which €2 billion was paid by RCA by way of an advance. Some of the contractors' liabilities were guaranteed by the bonds. Following Russia's invasion of Ukraine in February 2022, the contractors said in May 2022 they could not perform their contracts with RCA and could not return the €2 billion advance, because of EU sanctions. In October 2022 and April 2023, RCA made its demands for payment under the bonds. UniCredit claimed it was unable to pay because of the sanctions provisions in article 11 of Council Regulation (EU) No 833/2014 of 31 July 2014.

5. UniCredit issued these proceedings on 22 August 2023 to restrain the proceedings before the St Petersburg Court that RCA had issued on 5 August 2023 claiming

payment under the bonds. On 24 August 2023, UniCredit obtained a without notice interim injunction restraining the Russian proceedings. On 22 September 2023, after an expedited trial, Sir Nigel Teare allowed RCA's challenge to the jurisdiction of the English court. The CA's Order, however, allowed UniCredit's appeal and made a final anti-suit injunction. A far more detailed history is included in the UKSC's judgment at [2024] UKSC 30, which dealt with and decided only that the English court had jurisdiction over UniCredit's claims.

6. This application is made by UniCredit in the light of RCA's actions in obtaining the Ruling from the St Petersburg Court. UniCredit says that contempt proceedings against RCA would be unlikely to have any practical effect because RCA has no assets outside Russia, and its officers do not travel outside Russia. Accordingly, it makes its application to revoke or vary the CA's Order on the ground of changes of circumstances, namely: (i) RCA's refusal to respect the CA's Order, and (ii) unprecedented changes in Russian law that have led to the Ruling. UniCredit submits that, even if the Ruling (which requires UniCredit to take all measures within its control to cancel the CA's Order) may not bite if we were to refuse its application, there is a possibility that the St Petersburg Court might: (a) take the view that UniCredit had not pursued its application sufficiently vigorously, or (b) impose penalties on UniCredit without warning if the CA's Order remains in place.

7. On 24 January 2025, Lord Justice Males considered this application on paper and ordered that it be heard in open court, on the grounds that it raised important issues of principle, and that there were other similar cases where equivalent applications had been made. Males LJ referred to the UKSC's judgment at [68] referring to "the strong international policy of giving effect to agreements to arbitrate disputes", resting on the 1958 New York Convention, to which Russia is a party. He said that nothing that had occurred since the CA's Order and the UKSC's Order had suggested that they were wrongly granted, but that RCA had ignored the injunction and had obtained the Ruling from the St Petersburg Court. Finally, Males LJ said that:

> The application therefore raises important questions as to whether this court has power to revoke a final injunction and whether it should do so in circumstances where the penalty imposed by the Russian court appears to be contrary to Russia's international obligations under the New York Convention.

8. There are, as Males LJ mentioned, connected proceedings. RCA has obtained similar Russian anti-suit relief against Deutsche Bank AG (Deutsche Bank) and Commerzbank AG (Commerzbank) in parallel proceedings concerning substantially similar bonds. Both of those banks had obtained anti-suit injunctions from the English courts in similar terms to the CA's Order, save that Deutsche Bank's injunction was an interim injunction (in contrast to the final relief obtained by UniCredit and Commerzbank). Both Deutsche Bank and Commerzbank appear also to have concluded that they have no option but to comply. Deutsche Bank made an application to the High Court under CPR Part 38.2 for permission to file a notice of discontinuance of its English claim. Calver J granted that application and discharged the interim injunction that Deutsche Bank had obtained. Commerzbank has made an application to the High Court under CPR Part 3.1(7), but the application has been adjourned to await our decision in this case.

9. I should mention at this stage that it was not suggested to us that UniCredit ought to have made this application to the High Court. Whilst I can see arguments to that effect, we indicated in oral argument that, in the absence of any dispute on the point, we were prepared to hear the application, which was to revoke or vary an order this court had made.

10. The arguments before us covered, in effect, five issues: (i) whether UniCredit is actually at risk of being forced to pay a penalty, (ii) whether the court has power to revoke or vary a final order for an anti-suit injunction, (iii) whether UniCredit has been coerced into making this application, and if so, whether that weighs against acceding to it, (iv) whether there are English public policy reasons for refusing to accede to the application, and, if so, how strongly they militate in favour of refusing it, and (v) whether the application should be allowed and, if so, whether the CA's Order should be revoked or varied.

11. I have decided that there is power to revoke or vary the CA's Order in the circumstances of this case under CPR Part 3.1(7), and that the court should make an order varying the CA's Order so as to revoke the injunctive parts of it, leaving in place the declaratory parts as to the jurisdiction of the English court, which formed the subject of the UKSC's decision.

The relevant powers

12. CPR Part 3.1 includes the following power under the heading "[t]he court's general powers of management":

> (1) The list of powers in this rule is in addition to any powers given to the court by any other rule or practice direction or by any other enactment or any powers it may otherwise have. …
>
> (7) A power of the court under these Rules to make an order includes a power to vary or revoke the order.

13. CPR Part 52.30 provides as follows in relation to reopening final determinations:

> (1) The Court of Appeal or the High Court will not reopen a final determination of any appeal unless—
>
> (a) it is necessary to do so in order to avoid real injustice;
>
> (b) the circumstances are exceptional and make it appropriate to reopen the appeal; and
>
> (c) there is no alternative effective remedy.

14. CPR Part 38.2 provides as follows in relation to the discontinuance of claims:

> (1) At any time, a claimant may discontinue all or part of a claim against one or more defendants.
>
> (2) However –

> (a) a claimant must obtain the permission of the court if they wish to discontinue all or part of a claim in relation to which –
>
> (i) the court has granted an interim injunction; or
>
> (ii) any party has given an undertaking to the court …

Issue 1: Is UniCredit actually at risk of being forced to pay a penalty?

15. UniCredit submits that "if the Court were to refuse to exercise its power under [CPR Part 3.1(7)], that would leave UniCredit at risk of being held to be in breach of the [Ruling], with potentially draconian financial consequences". Mr Claypoole, UniCredit's solicitor goes further, saying in his witness statement that there is a "risk that RCA or the [St Petersburg Court] considers that compliance with [[3] of the Ruling] requires not only an application under CPR 3.1(7), but an order granting such [an] application". Having reviewed additional material casting light on the precise intent of [3] of the Ruling, Mr Thomas Sebastian, the advocate to the court, submitted that, whilst it was not entirely consistent, that material tended to indicate that UniCredit's liability under [3] of the Ruling depends on its own conduct. He went on to submit, however, that, if the Ruling provided for the imposition of penalties depending on a decision of the English court, English public policy concerns would be raised. Ultimately, however, in oral submissions, Mr Sebastian said that the "point fades away".

16. I agree with Mr Sebastian's submission, primarily because of the terms of [3] of the Ruling itself. As quoted at [3] above, the Ruling obliges UniCredit to "take all measures **within its control** (including applying to cancel and others) aimed at cancelling the effect of [the CA's Order]" (emphasis added). It does not, therefore, seem to me that the St Petersburg Court is going beyond requiring UniCredit to apply to this court.

17. The question then arises as to whether there is a risk that, if this court did not accede to UniCredit's application, the St Petersburg Court would still impose the financial penalty on UniCredit. In my judgment, such a risk plainly exists, since we cannot predict how the St Petersburg Court would judge whether or not UniCredit had indeed taken all measures within its control to achieve the cancellation of the CA's Order. Plainly this risk cannot be conclusive in our consideration of whether or not the CA's Order should be discharged or varied, but it is, as it seems to me, one factor that is appropriate to take into account.

Issue 2: Does the court have power to revoke or vary a final order for an anti-suit injunction?

18. We were shown many authorities on the question of whether the court has power to revoke a final order. All of them are, however, in quite different contexts. We must, I think, keep our focus on the position where there is a final order for an anti-suit injunction, since that situation may raise different considerations from those adumbrated in the existing authorities.

19. The three leading authorities are probably *Terry v. BCS Corporate Acceptances* [2018] EWCA Civ 2422 (*Terry*), *AIC Ltd v. Federal Airports Authority of Nigeria* [2022] UKSC 16, [2022] 1 WLR 3223 (*AIC*), and *Vodafone Group plc v. IPCom GmbH & Co KG* [2023] EWCA Civ 113, [2023] RPC 10 (*Vodafone*).

20. Hamblen LJ said at [75] in *Terry* that the circumstances in which CPR 3.1(7) can be relied upon to vary or revoke a final order are "likely to be very rare given the importance of finality". At [35] and [39] in *AIC*, Lord Briggs and Lord Sales explained the way the finality principle operates. They said that "[t]he weight to be given to the finality principle will inevitably vary, depending in particular upon the nature of the order already made, the type of hearing at the end of which it was made and the type of proceedings in which it was made". They mentioned the principles applicable under both CPR Parts 52.30 and 3.1(7). They added that: "[t]he question is whether the factors favouring re-opening the order are, in combination, sufficient to overcome the deadweight of the finality principle on the other side of the scales, together with any other factors pointing towards leaving the original order in place". In *Vodafone*, Lewison LJ said at [35] and [54] that there was no authority which absolutely precludes the invocation of CPR Part 3.1(7) in relation to final orders. He said that the thrust of the authorities limited the power to discharge final sealed orders under CPR Part 3.1(7), but then alluded to the "only limited exception thus far even contemplated in civil proceedings [being] the case of a continuing order (such as a final injunction)". None of the parties before us was, however, able to identify any cases that dealt with the discharge of final injunctions.

21. Mr Sebastian submitted that the reopening of an order of the Court of Appeal was dealt with in CPR Part 52.30. Briggs LJ suggested in *R (on the application of Gregory) v. City University* [2016] EWCA Civ 898 at [10]-[16] that an applicant in this situation (even one invoking CPR Part 3.1(7)) had to comply with the requirements of CPR Part 52.30. There was limited argument before us on that point. I would not, therefore, want to preclude further argument in future cases where the issue arises more directly. This is not a case where one party is seeking to re-open a decision of the Court of Appeal against the interests of another party to that decision. Different factors might be said to arise in cases like this. As it seems to me, however, if we were to be satisfied that it was otherwise right to accede to UniCredit's application, the tests in CPR Part 52.30 could indeed be satisfied. Reopening would be necessary to avoid real injustice, the circumstances are indeed exceptional and would (subject to the other factors we need to consider) make it appropriate to reopen the CA's Order, and there would be no alternative effective remedy.

22. The question, then, is whether there is power under CPR Part 3.1(7) to revoke or amend the CA's Order in this case at the behest of UniCredit, with the agreement of RCA. It seems to me that such power must exist, both on the authorities I have cited and because of the unusual nature of the grant of a final anti-suit injunction.

23. First, in this case, the order was only made as a final order because Sir Nigel Teare ordered a speedy trial of UniCredit's Part 8 Claim. He could, in theory, just have dealt with RCA's application challenging the jurisdiction of the English court. Had there been no speedy trial, the CA would presumably have still made an interim anti-suit injunction. I am sure final anti-suit injunctions are sometimes ordered in these circumstances, but it does not seem to me that, in jurisdiction battles of this very specific kind, the very fact that the order is made permanently rather than on an interim basis makes its discharge impossible.

24. Secondly, this is private litigation between commercial parties. It would be very strange if a party that had obtained an injunction, even a final one, could never return to the court to ask that, in the changed circumstances that followed the grant of the injunction,

it wanted it discharged. Take the example of the court granting a final injunction in favour of one landowner against another using adjoining land in a particular way. It would be surprising, in that situation, if the claimant landowner could not return to court to ask for the injunction to be discharged because, say, either planning permission had been granted permitting the use that had been injuncted, or the landowners had simply reached a commercial agreement varying their rights (see two first instance decisions suggesting this may be the case in different situations: *Re Cabot Financial (UK) Ltd* [2021] EWHC 789 (Ch), at [2]-[7], and *Madison CF UK v. Various* [2018] EWHC 2786 (Ch) at [29]-[51]).

25. Thirdly, in the special situation of an anti-suit injunction, it is commonplace for competing orders to be made against the parties in different jurisdictions. Eventually, it is one party that "wins" the jurisdiction battle, and the parties either agree or are constrained to accept that the litigation will take place in that party's chosen jurisdiction. It would be strange indeed if the party that obtained the "losing" anti-suit injunction could not return to ask for it to be discharged even if it was an order made after a trial.

26. Fourthly, in the case of anti-suit injunctions, it does not seem to me that there is as much logic in the distinction between interim and final orders, as there is in other cases. Interim orders can be discharged by obtaining the permission of the court to discontinue the proceedings (as has happened here in the case of Deutsche Bank) under CPR Part 38.2(2). If final anti-suit orders could not be discharged at all, it would create commercial confusion and uncertainty. The parties to this kind of litigation would not expect to be required to keep an anti-suit injunction in place even after the jurisdictional dispute, or the litigation itself, had been otherwise resolved.

27. For these reasons, I would conclude that there is power in the court, in an appropriate case, to discharge or vary a final anti-suit injunction.

Issue 3: Has UniCredit been coerced into making this application, and if so, does that weigh against acceding to it?

28. An anti-suit injunction is a coercive remedy wherever it is granted. The objective of any such order is to require the defendant to litigate against its will in one jurisdiction rather than another. It is clear in this case that the Ruling applies commercial pressure to UniCredit to apply to this court to discharge or vary the CA's Order. Mr Sebastian described the penalties that the St Petersburg Court has threatened as "eye-watering". Nonetheless, he concluded by submitting as follows:

> At the end of the day, RCA has utilised the Russian law remedy, which was granted to it. The penalties may be, to our eyes, eye-watering but they were provided under foreign law and the sums in dispute are large, and it is difficult to imagine what standard the English courts would apply to test that coercion, to test why UniCredit is before it and therefore to treat it as a countervailing consideration.

29. In oral argument, we asked the parties whether they knew of any case where an application had been refused on the grounds that the applicant was not acting of its own volition. They did not. We then answered our own question (thanks to the diligence of my judicial assistant). In *SA v. FA (setting aside consent order on ground of duress)* [2017] EWHC 1731 (Fam), Holman J set aside an order confirming a mother's consent

to the dismissal of proceedings, seeking the return of children removed to Iraq by their father, on the grounds that her consent had been impacted by severe duress (see [81]-[82]). At [68] Holman J referred to the fact that he had been taken to "a number of authorities in civil law in relation to the impact of duress upon consent". He saw them as being in the commercial field and far removed from his case.

30. There are, of course, many cases where coercion and duress have been held to vitiate contracts, but none was cited to us, and they would not anyway seem to be relevant to what we have to decide. UniCredit is a major bank, capable of making its own decisions. It is making this application, no doubt, because its board has decided that it is in its own commercial interests to do so. We cannot second guess that decision.

31. In my judgment, therefore, whilst in one sense UniCredit has undoubtedly been coerced into making this application, it does not, as Mr Sebastian submitted, seem to me, in the unusual circumstances of this case, to be a weighty factor to place in the balance against the application.

Issue 4: Are there English public policy reasons for refusing to accede to the application, and, if so, how strongly do they militate in favour of refusing it?

32. It would be of great concern if pressure were being applied to this court by a foreign court. It is not generally of such concern if a foreign court makes orders, even coercive orders, within its jurisdiction against parties within that jurisdiction. This court grants anti-suit injunctions in appropriate circumstances. As I have said, such orders are coercive by their very nature. Accordingly, it seems to me that there are four possible causes for concern here: the first would be if the St Petersburg court were pressurising us, the second would be if, as Males LJ suspected might be the case, the penalty imposed by the Ruling was contrary to Russia's international obligations under the New York Convention, the third would be if the granting of this application would violate UK sanctions imposed on Russia, and the fourth is RCA's refusal to comply with the orders of the English court.

33. As to the first possible concern, I am satisfied that the Ruling was not made against the English courts and does not operate against the English courts. It is an entirely *in personam* order made against, and intended to operate against, UniCredit.

34. As to the second possible concern, I think it useful to set out Mr Sebastian's written submissions as follows:

> An interest in ensuring compliance with the New York Convention could potentially give rise to countervailing considerations. At the level of private law, RCA's decision to commence proceedings in the Russian courts could amount to a breach of its contractual obligation under the relevant arbitration clause. At the level of public international law, the failure by the Russian courts to refer RCA to arbitration, following a request by UniCredit, would amount to a breach of the treaty obligation, owed by the Russian Federation to other parties to the New York Convention, under Article II(3) of the New York Convention. However, it is doubtful that the Russian Federation would be in continuing breach in circumstances where UniCredit may be taken to have waived RCA's obligation to arbitrate. In addition, although it is arguable that discretionary powers ought to be exercised in a manner that ensures that the United Kingdom is not in breach of its

> own treaty obligations, it is more debateable whether discretionary powers should be exercised with a view to ensuring treaty compliance by foreign states. Accordingly, my current view is that the public policy interest in encouraging compliance with the New York Convention ought not to operate as a material factor in exercising the Court's discretion under [CPR Part 3.1(7)].

35. Article II(3) of the New York Convention provides that: "[t]he court of a Contracting State, when seized of an action in a matter in respect of which the parties have made an agreement within the meaning of this article, shall, at the request of one of the parties, refer the parties to arbitration, unless it finds that the said agreement is null and void, inoperative or incapable of being performed". Despite this provision, parties can always waive their right to arbitration, and it seems that UniCredit may, in effect, be doing so here (although UniCredit did not itself make that point).

36. Whilst it is clear that the St Petersburg Court has made a new type of order in this case, it has not been suggested that it is acting outside its own law. Indeed, even if it were, it would be very hard for us to resolve that question. It seems, therefore, that there is no case for suggesting that our accession to this application would be condoning a breach of international law. I would not, however, want it to be thought that I was, in any way, departing from what Lord Leggatt described at [58] in the UKSC as the "the strong international policy of giving effect to agreements to arbitrate disputes". The fact of the matter here is that the St Petersburg Court has made a very strong order enforcing its own laws as to jurisdiction. Those laws seemingly conflict with our approach, but none of that adds up to a strong public policy reason for us to refuse UniCredit's application, which I repeat is made in its own commercial interests.

37. The third concern I have mentioned is the possible violation of UK sanctions. It was not suggested that any order we made would have that effect. Indeed, Mr Sebastian drew to our attention the most recent EU sanctions against Russia (Council Regulation (EU) 2024/3192 of 16 December 2024 amending Regulation (EU) No 833/2014). Article 1(5) of that regulation inserts a new article 11(c) as follows: "No injunction, order, relief, judgment or other court decision pursuant to or derived from Article 248 of the Arbitration Procedure Code of the Russian Federation or equivalent Russian legislation shall be recognised, given effect or enforced in a Member State". The Ruling was indeed made under article 248. Accordingly, if that regulation were applicable to the UK (which it is not), I could well see how it could be argued that the application before us should be refused.

38. Whilst the actions of RCA and the St Petersburg Court are, no doubt, directed at circumventing the inability of UniCredit to pay under the bonds by reason of EU sanctions, the application before us does not seem, as I have said, to be inhibited by UK sanctions legislation.

39. The fourth and final concern is that RCA has changed its position. Before the UKSC's Order, it said it would comply with the orders of the English court. When it lost in the UKSC, it decided to ignore those orders and act in contempt of the English court. This, as it seems to me, is a factor to be weighed in the balance on this application. UniCredit, though, submitted that RCA was not making any application to the English court, and that the fact that it was supporting UniCredit's application was nothing to the point. It seems to me that we should mark our disapproval of the approach that RCA has adopted. I would note, however, that many jurisdictional contests involve one party

starting or pursuing proceedings in another jurisdiction in violation of the order of the first jurisdiction. That does not provide justification for having acted in contempt of the first court, but it is a factor of which we can take notice. Moreover, in this jurisdictional battle, RCA is in a factually better position than UniCredit because it has neither assets nor officers within the jurisdiction of the English court, whereas UniCredit seemingly does have assets and business in the Russian Federation.

40. Ultimately, Mr Sebastian submitted that the contempt of RCA did not "add up to much".

41. I conclude on this issue that there are some English public policy reasons for refusing to accede to UniCredit's application, but they do not militate, as strongly as one might initially have thought, in favour of refusing the application.

Issue 5: Should the application be allowed and, if so, should the CA's Order be revoked or varied?

42. I come now to what is a discretionary balancing exercise. Should the court accede to UniCredit's application? I have already decided that the Court has power to do so under CPR Parts 3.1(7) (and, so far as applicable, CPR Part 52.30).

43. In my judgment, the court should grant UniCredit's application for four reasons: (i) UniCredit is a commercial party acting in its own interests and is entitled to tell the court it no longer needs or wants the anti-suit injunction it had previously sought and obtained, (ii) the fact that UniCredit is acting under commercial pressure is not, for the reasons I have given, a weighty factor in favour of refusing the order it seeks, (iii) the public policy reasons against making the order that UniCredit seeks also do not weigh heavily in the balance, and (iv) in those circumstances, it would be unjust and unfair to force UniCredit to risk massive penalties in Russia that may be avoidable if the CA's Order is discharged or varied.

44. I have decided that I would vary, not discharge, the CA's Order. It seems to me that it would be unsatisfactory to discharge the parts of the order that reflect the decisions on jurisdiction made by the Court of Appeal and the UKSC. There is no need to do so. Under English law, this court did indeed have jurisdiction to determine what it determined and its final order reflecting that decision must stand. The injunctive parts of the CA's Order at [8]-[11] are those that should be discharged. The parties can inform the court if there are other paragraphs that support those paragraphs that should be removed as a consequence.

Conclusions

45. For these reasons, I would allow the application and discharge the injunctive parts of the CA's Order.

LADY JUSTICE ASPLIN:

46. I agree.

LORD JUSTICE PHILLIPS:

47. I also agree.