

Norwich Pharmacal disclosure application to obtain disclosure of records and information from each of the Respondents relating to (i) the bank account of a now inactive company which is wholly owned by the judgment debtor and (ii) a Guernsey bank of which there was strong evidence of a connection of banking relationship with B and/or C; application for privacy and a supporting interim confidentiality order.

ANONYMISED JUDGMENT

[2025]GRC096

**IN THE ROYAL COURT OF GUERNSEY
(ORDINARY DIVISION)
Civil No. 2625**

Between:

A

Applicant

-and-

G

First Respondent

-and-

XL

Second Respondent

Anonymised Judgment handed down: 17 December 2025

Before: Fionnuala A Connolly, Judge of the Royal Court

Counsel for the Applicant: Advocate B. de Verneuil-Smith

Cases, texts & legislation referred to:

Law Reform (Miscellaneous Provisions) (Guernsey) Law, 1987

Companies (Guernsey) Law, 2008

Criminal Justice (Proceeds of Crime) (Bailiwick of Guernsey) Law, 1999

Alpha Developments Limited & Another v Barclays Wealth Trustees (Guernsey) Ltd & Others
(Guernsey judgment 11/2015)

Salem v Sequent (CI) Limited and Guernsey Global Trust Limited [2024] GCA064

Equatorial Guinea (President) v Royal Bank of Scotland International [53/2004]

Systems Design Limited and Logo Limited v President of Equatorial Guinea, Procureur of Equatorial Guinea and Royal Bank of Scotland International (Court of Appeal 2005)

President of Equatorial Guinea and Procureur of Equatorial Guinea v Royal Bank of Scotland International Logo Limited and Systems Design Limited [2005-06-GLR 373]

Macdoel Investments & Ors v Federal Republic of Brazil & Ors [2007] JCA069

Jomair v Hourigan [2011] JRC042

NML Capital Limited v Chapman Freeborn Holdings Ltd [2013] EWCA Civ 589

American Cyanamid Co v Ethicon Ltd [1975] A.C. 396

JUDGMENT

Introduction

1. This is the anonymised judgment of the Court. The hearing of this application took place *in camera*. Following delivery of the judgment on 1 July 2025, the Court acceded to a request by the Applicant made on 20 November 2025 that the judgment be published in anonymised format. The ciphers referred to in this judgment are not the initials of the relevant individuals and/or entities.
2. A (“A”), is a bank incorporated in the Emirate of Dubai, United Arab Emirates (“UAE”). A sought a privacy order, a *Norwich Pharmacal* disclosure order and a supporting interim injunction to preserve confidentiality. The application was brought on an *ex parte* basis on 19 December 2024.
3. In short compass, the *Norwich Pharmacal* application sought disclosure of information from G (“G”) and from XL (“XL”). A contended that both of the Respondents had been innocently involved in the wrongdoing of Mr B (“B”) in wilfully evading payment of the sum of AED 211,299,040.31 (approximately USD 57.5 million) pursuant to a Dubai judgment obtained by A and upheld by the Dubai Court of Cassation in 2019 (“the Dubai judgment”). A contended that it had reasonable grounds to believe that each of the Respondents had a business relationship with B and may have had knowledge of his dealings with assets which were not known to A at the time of the application.
4. There were three affidavits before the Court in support of the application. There were two affidavits from Mr Michael William Rogers, Advocate of the Royal Court of Guernsey and Managing Associate of Ogier (Guernsey) LLP, sworn on 20 December 2024 and 21 January 2025 respectively. There was a further affidavit sworn on 31 October 2024 from Mr S, the Chief Executive Officer and one of three founders of T (“T”), a company registered in the United Kingdom. The Court had the benefit of a skeleton argument on behalf of A.
5. Having heard from Advocate de Verneuil-Smith at the hearing, I granted the privacy application and reserved judgment. On 26 January 2025, I granted the remaining applications, again reserving judgment. The Court has given careful consideration to all of the evidence and the submissions. This judgment sets out the reasons for the decision of the Court.
6. The Court is grateful to Advocate de Verneuil-Smith for his submissions.

The Evidence

Mr Michael William Rogers

7. Mr Rogers was authorised by A to depose his affidavits on its behalf. The key points arising from his evidence are summarised below.

The Parties

8. At the outset, Mr Rogers explained who the parties to this application are. As set out above, he said that A is a bank incorporated in the UAE. B is a 75-year-old UAE national who resides in UAE. In 1992, B formed a Dubai-based construction company named F (“F”). B was originally the sole shareholder, but he later controlled the company with two other individuals named P and Q (“PQ”).
9. Mr Rogers said that I (“I”) was a British Virgin Islands (“BVI”) company incorporated in 2012. It was struck off the BVI register of companies in 2018. At the time of its incorporation, I’s Registered Agent was R (“R”) rebranded to R (“R”) in 2017. In September 2023, A obtained disclosure from R which revealed that according to the Register of Members, at all relevant times, B was I’s sole director and shareholder.

10. G is the successor entity of AQ which had administered and operated a bank account of I, at least during the period between 2016 to 2017.
11. XL is the Guernsey branch of the UK registered bank AN.
12. Both the First and Second Respondents are regulated by the Guernsey Financial Services Commission (“GFSC”) and are licensed to take deposits. Mr Rogers said that investigations commissioned by A and carried out by T produced evidence of a banking/business relationship between the Second Respondent and an email address connected to B.

Overview of the case

13. Mr Rogers said that in July 2019, A obtained a substantial judgment from the Court of Cassation in Dubai (“the Dubai judgment”) in the sum of AED 211,299,040.31 plus interest, jointly and severally against F, B and PQ. None of the judgment debtors had voluntarily satisfied any part of the judgment debt and the Plaintiff was required to take steps to enforce or facilitate the enforcement of the Dubai judgment in the UAE and overseas. Mr Rogers said that he was advised by the Plaintiff’s legal team that the total estimated value of assets frozen and/or realised through enforcement work taken was *circa* USD 34 million.
14. Mr Rogers explained that the purpose of the present application was to obtain disclosure of records and information from each of the Respondents relating to (i) the bank account of a now inactive company which is wholly owned by the judgment debtor and (ii) a Guernsey bank of which there was strong evidence of a connection of banking relationship with B and/or C.

The Debt and Court proceedings in UAE

15. Mr Rogers then set out the background to the debt. He said that in February 2010, A entered into a facility agreement (“the Facility Agreement”) with F which was signed personally by B and PQ in their capacities as directors of the company.
16. Following an amendment to the Facility Agreement, B executed a personal guarantee to support F’s borrowing promising to pay “*any and all sums of money that [F] is obligated to pay to the Bank under the Facility Agreement ...including but not limited to all costs, charges, expenses and losses that [A] may sustain on account of any failure/omission by [F] to perform all or part of its obligations under the Facility Agreement*”.
17. On 1 June 2015, A issued a final demand notice to F, B and PQ seeking repayment of an outstanding debt of AED 298,336,268.08 within 7 days. A did not receive any payment or response to the final demand.
18. A then issued proceedings before the Courts in Dubai. In summary:
 - a. on 19 October 2015, A issued proceedings in the Dubai Court of First Instance against F, B and PQ seeking repayment of the outstanding amount under the Finance Agreement from F.
 - b. on 16 January 2017, the Dubai Court of First Instance entered judgment in favour of A for AED 142,303,347.42 (USD 38,749,201.50 at that time) plus interest against F and against B and PQ under their respective guarantees (“the Dubai Court of First Instance judgment”).
 - c. B and PQ appealed to the Dubai Court of Appeal. By judgment dated 27 February 2019, the Dubai Court of Appeal entered judgment against F, B and PQ for the revised sum

of AED 218,299,040.31 plus interest (USD 60,534,323.88 at that time) (“the Dubai Court of Appeal judgment”).

- d. B and PQ appealed to the Dubai Court of Cassation, the highest court in Dubai. By judgment dated 7 July 2019, the Court of Cassation ordered F, B and PQ to pay A AED 211,299,040.31 (USD 57,536,728.68) plus interest.

Divestment of Assets by B

19. Mr Rogers said that A was aware of a series of divestments of assets made by B since the Dubai Court of First Instance Judgment was handed down in January 2017. Those divestments were referred to in affidavit evidence in enforcement proceedings commenced by A in England and Wales and in Jersey. He said that in court proceedings in England and Wales (“the EW Proceedings”) and in Jersey (“the Jersey Proceedings”), both of which are referred to at paragraph [20] below, B had not disputed that he made any of the dispositions. Mr Rogers said that A estimates that the aggregate value of the assets divested by B is, conservatively, in excess of USD 80 million. The divestments included transfers of assets by B of considerable value to his children, including his son C (“C”):

- a. On 20 November 2018, three months before the Dubai Court of Appeal gave judgment, B divested four Dubai properties to B's three children for nil consideration. Mr Rogers said that it was his understanding from the judgment delivered in the EW Proceedings that these properties had a combined recorded value of AED 195 million (c. USD 53 million).
- b. On 23 February 2018, the day prior to the delivery of the Dubai Court of Appeal judgment, B transferred ownership in a Dubai property to B's three children for nil consideration. It was Mr Rogers' understanding from the EW Judgment that this property had a recorded value of AED 10 million (c. USD 2.7 million).
- c. On 7 March 2019, B transferred a 95% shareholding in the Dubai-registered company J to C (50%) and two other persons, believed to be B's daughters D (“D”) and E (“E”) (25% each).
- d. On 8 July 2019, B transferred ownership of a London apartment (“AR”) bought in 2007 for GBP 1.69 million, to C for nil consideration (“the AR Transfer”). The property was unencumbered as at the date of the transfer.
- e. Mr Rogers said that it was his understanding from the judgment delivered in the EW Proceedings (“the EW Judgment”) that on 16 August 2019 and 18 October 2019, B transferred sums of GBP 200,000 and GBP 2,336,873.28 to C (“the English Money Transfers”). Mr Rogers was advised by A's Solicitors in the United Kingdom that these sums had since been recovered by A through the EW Proceedings.

20. The other divestments were these:

- a. On 28 December 2017, B gave instructions for USD 20,911,312.82 to be transferred from his personal account with AN to the account of Jersey-registered N (“N”) with AN (“the N Money Transfer”). Mr Rogers said that the shares in N remain (and were at the time) held by Y and an affiliated AN entity as trustee of K, a Jersey Trust settled by B on 23 October 2018, and of which B was and remains the sole discretionary lifetime beneficiary. B's children become the beneficiaries of K after B's death, according to the trust deed executed by B.

- b. On or around 19 September 2019, B transferred ownership of a New York apartment with a recorded value of more than USD 2 million for nil consideration to a Jersey-registered company called L of which he was at the time the sole shareholder. On 19 September 2019 B transferred his shares in L to the same AN entities which hold the shares in K for nil consideration (“the L Share Transfer”). Mr Rogers said that he understands from the EW judgment that on 24 October 2019, the AN entities in question signed Declarations of Trust acknowledging that they held shares in L as nominee and on trust for B. B is the sole lifetime beneficiary of this trust (“the M Trust”) and his daughter D is the sole beneficiary in the event of B’s death.

Enforcement of the Dubai Judgment - England and Wales, Jersey, the United States of America and Switzerland

21. Mr Rogers said that A had sought to enforce the Dubai Judgment against B in England, Jersey, the United States of America and Switzerland. Some of the enforcement actions sought to unwind or set aside transactions referred to in paragraphs [19] and [20] above. In summary:

- a. ***The EW Proceedings – A and B and C [2023] (Admin)***. On 28 October 2011, A commenced proceedings in England and Wales to enforce the Dubai Judgment at common law and reverse the AR Transfer and the English Money Transfers (C was also a defendant in the proceedings). By judgment dated 13 May 2023, David Edwards KC, sitting as a Judge of the High Court in England and Wales, held that the Dubai judgment is enforceable in England and Wales and monetary judgment was entered against B in the same terms as the Dubai judgment. The Court also held that the AR Transfer and the English Money Transfers amounted to transactions at an undervalue under the English Insolvency Act 1986. B and C were ordered to pay A’s costs of the English proceedings in the full amount claimed in light of the defendants’ failure to engage with detailed assessment. C was additionally ordered to pay A’s costs of an application which became necessary due to his failure to comply with a provision of the Court’s order giving effect to its judgment. Mr Rogers said that the enforcement action is ongoing in England and Wales and the bank has recovered GBP 2,464,682.73 to date.
- b. ***The Jersey Proceedings - A and B & Ors [2024]***. On 24 November 2021, A commenced proceedings in Jersey, seeking orders against B, to recognise and enforce the Dubai judgment and to unwind the N Money Transfer and the L Share Transfer. On 5 December 2023, the Master of the Royal Court of Jersey granted summary judgment to A on the claim to enforce the Dubai judgment.

Following a trial on the remainder of the action (the unwinding claim), on 4 December 2024, the Royal Court of Jersey (Sir Timothy Le Cocq, Bailiff and Jurats Averty and Le Heuzé) delivered judgment upholding A’s claim for *Pauline* relief in its entirety. The Court also declared that the various transfers made by B were void. No recoveries had been made in Jersey against the judgment debt.

- c. ***United States of America***. On 30 September 2021, A issued proceedings in New York to enforce the Dubai Judgment and unwind a transfer of B’s beneficial interest in an apartment in New York to the underlying trust company of one of the Jersey trusts on the basis that the transfer constituted a fraudulent conveyance under the New York debtor and Creditor Law (“the New York Proceedings”). On 7 March 2024, the Supreme Court of the State of New York Court entered default judgment against B. Proceedings against the trust company in respect of the New York apartment were ongoing but A had recovered USD 1,199,196.97 in forfeited funds previously held in a bank account in B’s name.

- d. **Switzerland.** A obtained recognition of the Dubai Judgment in Switzerland following a decision of the Swiss Supreme Court dated 14 May 2024 (“the Swiss judgment”). It also obtained attachments over B’s bank accounts with AC, AA, AB and Z and over C’s bank account with AA. The attachments revealed a balance of CHF 1.8 million (approximately USD 2 million) in B’s accounts with Z. Efforts to recover those monies were ongoing.

I’s Bank Account with G

22. On I’s bank account with G, Mr Rogers said this:

- a. on 8 December 2021, the High Court in England and Wales (Moulder J) granted a freezing order which required B to disclose information and records pertaining to his personal bank account no. AO at AN branch in London (“B’s AN Account”).
- b. bank statements disclosed by B in January 2022 showed a credit to B’s AN account on 10 March 2017 - after the Dubai Court of First Instance was handed down - of GBP 2,187,395.12 from an entity identified in the statements as “AS” (“the March 2017 payment”). Mr Rogers’ instructions were that these funds formed a substantial part of the English money transfers to C which were subsequently frozen and pursuant to the English judgment, transferred back into B’s name and ultimately recovered by A.
- c. no further information was provided by B in relation to the 10 March 2017 Payment. Public record investigations undertaken by A’s English Solicitors identified I as a dissolved BVI-registered company although it was then impossible to confirm I was the entity that had made the 10 March 2017 payment given the lack of other identifiers contained in the bank statements.
- d. on 11 January 2022, A’s Solicitors wrote to B’s Solicitors and sought certain information relating to the 10 March 2017 payment, including a request to explain the nature of the payment and to identify the company that had made the payment by its full name, registration number and place of incorporation. By letter dated 8 February 2022, B’s solicitors responded but provided none of the requested information. They stated: “*our client cannot remember who this payment was from or what exactly the payment related to. He believes, however that he may have made an investment of some kind in this company a long time ago and that this was money received in relation to this investment.*”
- e. in or around 21 September 2022 in the context of the New York proceedings, A received production from U in New York in response to a *subpoena* seeking wire transfer records to various individuals and entities including I (“the U Production”). The U Production revealed a payment made on 9 March 2017 of USD 2,668,044.96 from an account A in the name of ‘AT’ with G, with the originator’s address given as ‘AU’ in the BVI, to B’s AN Account. The U Production confirmed that I was the entity that had made the 10 March 2017 Payment (the USD amount recorded in the U Production equating to the GBP amount recorded in the statements for B’s AN Account). Mr Rogers said that the difference between the 9 March 2017 U record and the 10 March 2017 AN record likely reflects the dates on which the payment was sent and received.
- f. subsequently, A obtained a copy of I’s Register of Directors which confirmed that, as of 28 March 2017, B was I’s sole director. Disclosure orders were sought by A against I’s Registered Agent, R On 13 September 2023, A obtained *Norwich Pharmacal* relief from the Eastern Caribbean Supreme Court. The documents produced by R confirm that B is and was at all material times both the sole director and shareholder of I.

- g. legal discovery obtained from U in New York also showed that on 5 December 2016, I paid USD 1,100 from its account with G to AM in Dubai, a company offering accounting, fiduciary and wealth planning services. The payment reference did not provide details on the purpose of the payment.
- h. it was unknown what further transfers if any were made from I prior to it being struck off the BVI company registry in 2018. Mr Rogers said that on the basis that B may have used I as a vehicle to effect other transfers, and that records in the possession of G may identify other assets currently or historically in B's personal estate, it is reasonable for A to make further enquiries in order make further investigations.

B's relationship with the Second Respondent

- 23. Mr Rogers set out the background to the identification of B's email address.
- 24. He said in April 2022, A served a subpoena in the New York Proceedings on the New York branch of X (the Airline) seeking travel and payment records relating to B and the children of B. The production provided by X in response to the subpoena revealed that B is registered with the AP program with account number AO. His address is given as 'AO and his contact email address as "B Email Address" ("the B Email Address"). The production revealed that C is also registered with the AP program with account number AO; his address is also recorded as 'AO' and his contact email address is "C Email Address" ("the C Email Address").
- 25. Mr Rogers said that he had been advised that the dates of birth contained in the X Production for both B and C reflect those disclosed by the defendants in the English Proceedings, proving that the records relate to the judgment debtor and his son, and not to unrelated individuals with the same names. He said that given the structure of the email address (which may be first initial followed by surname), it is possible that the B Email Address may have been created by C, rather than by B himself. Even if this is the case, it was Mr Rogers' belief that it was reasonable to infer from the fact that the address was provided as a contact for B in relation to his own AP account that it was, at least as of the time of the X Production in August 2022, an email account to which B is likely to have had access to or used for his own email correspondence.

T commissioned by A

- 26. Mr Rogers said that following receipt of the production from X, on 20 October 2022. A commissioned T to carry out an investigation using its proprietary software to identify banking relationships associated with certain email addresses connected to B, the children of B, and PQ, including the B Email Address and the C Email Address.
- 27. Mr Rogers said that the B Email Address and the C Email Address were lawfully obtained by A through the New York Proceedings. He referred to the conclusion of T, namely that there is sufficient evidence of a connection that very strongly indicates a banking relationship between the B Email Address and the Second Respondent and that therefore it can be inferred that there is a high probability of either B and/or C having a banking relationship with the Second Respondent.

B's and C's relationship with the AN group

- 28. On B's and C's relationship with the AN group, Mr Rogers said that he was informed that prior to receiving the T Report, A was not aware of any active or historical relationship between B and the Second Respondent but A was aware that B had managed his personal wealth through multiple other entities in the broader AN group across multiple jurisdictions. Therefore, in support of recovery efforts in aid of the enforcement of the Dubai Judgment, the application and relief sought against the Second Respondent was necessarily required. To demonstrate the existing relationship between B and the Second Respondent, Mr Rogers referred to the following:

- a. B maintained a bank account in his own name with AN from which the N Money Transfer was made in 2017. The EW judgment stated that on 21 December 2017, B gave instructions for USD 20,911,312.82 to be transferred from his account at AN to N.
- b. the B AN Account that received the March 2017 Payment was held with a branch of AN.
- c. B used wealth management services provided by AC and this was referenced in the EW Judgment.
- d. B settled K and the Jersey Trust through Settlement Deeds executed with Jersey-registered Y and reference was again made to the EW Judgment on this point.

Mr Rogers said that C has a similarly extensive relationship with AN across multiple jurisdictions evidenced by several factors. First, in his affidavit filed in the EW Proceedings dated 15 December 2021, C confirmed that he held an account with AN that had at that time a balance of circa GBP 2.5 million. Second, Mr Rogers was instructed that B and C's disclosure from the EW proceedings contains a letter of reference dated 11 June 2019 from AN to Charles Russell Speechlys in London in which AN confirmed that C "has been a client of the bank for at least two years". Third, the legal discovery obtained by A from AN in June 2022 showed that as of September 2019, C maintained a bank account in his own name with AN in Dubai UAE.

Mr S

29. Mr S has been a Fellow of the Institute of Chartered Accountants in England and Wales since 1977. He is regulated by the Financial Conduct Authority in the roles of Compliance, Finance and Anti-money Laundering Officer. He is a full member of the Association of British Investigations which is associated with Law Society of England and Wales and Scotland. He said that T "*provides forensic digital investigative services to some of the largest, longest established and most technically competent law firms, private intelligence firms, forensic accountants and litigation founders in the market*".
30. Mr S said that A instructed T to carry out an investigation in order to establish which worldwide banks demonstrate evidence of email connection between their account management and transaction processing departments and email addresses associated with B and B's children. He referred to and exhibited the report of T dated 28 November 2022 on their investigation.
31. In his affidavit, Mr S explained the methodology employed by T and he said that T results are delivered to a statistical accuracy of a minimum of 98%. On T's conclusion on the investigation he said this at paragraph [19]:

"I am of the view that there is sufficient evidence of a connection that very strongly indicates a banking relationship between the email address of B Email Address and AN and therefore it can be inferred that there is a high probability of either B and/or ARAA having a banking relationship with AN."

("ARAA" refers to C)

The Relevant Legal Framework

32. I now set out the applicable legal principles on privacy, *Norwich Pharmacal* relief and interim confidentiality injunctions respectively.

Privacy

33. In *Alpha Developments Limited & Another v Barclays Wealth Trustees (Guernsey) Ltd & Others (Guernsey judgment 11/2015)*, the Bailiff endorsed a number of principles to be applied regarding the Court sitting in private (paragraph [22]):

“... (a) *There is a general presumption that all aspects of a case are to be held in public.*

(b) In exceptional circumstances, that presumption can be rebutted where it can be demonstrated that justice would be frustrated otherwise.

(c) The test to apply is one of strict necessity.

(d) The burden of establishing that the test applies lies on the applicant.

(e) The Court expects the applicant to adduce clear and cogent evidence in support of such an application.

(f) If that test applies, derogating from the general presumption follows as a matter of principle. Equally, if the test does not apply, the Application must be refused. There is no question of exercising a discretion.

(g) Any limitations on the ordinary rule of open justice granted by the Court will, therefore, be the minimum required to preserve the confidentiality of the information involved so as to secure the proper administration of justice.”

34. In *Salem v Sequent (CI) Limited and Guernsey Global Trust Limited* [2024] GCA064, the Court of Appeal of Guernsey cited *Alpha Developments* with approval. The Court confirmed that the test to be applied by the Royal Court as to whether to derogate from the general presumption that all aspects of a case are to be held in public is one of “*strict necessity*”.

Norwich Pharmacal Relief

35. The doctrine of *Norwich Pharmacal* relief was established by the House of Lords in *Norwich Pharmacal v Commissioners of Customs & Excise* [1974] UKHL 6.
36. In *Equatorial Guinea (President) v Royal Bank of Scotland International* [53/2004], Lieutenant Bailiff Day held that in Guernsey, the Court had the power to make *Norwich Pharmacal* Orders in aid of proceedings in other countries, provided that in all of the circumstances they were necessary and appropriate to assist in achieving justice.
37. Lieutenant Bailiff Day considered relevant case-law authority in England and Wales on *Norwich Pharmacal* relief and he distilled a number of principles which are applicable to applications for such relief in Guernsey at paragraph [39]:

“(i) The order for discovery must not offend against the “mere witness” rule (subject to Lord Reid’s gloss), that is, it must not be for the purpose of obtaining pre-trial discovery of what a witness may say if called at trial.

(ii) The third party must have become involved (in its widest sense) in the wrongdoing concerning which discovery is required. That involvement does not have to be to the extent that the third party could or should be joined as a party to the substantive proceedings, as his involvement may be wholly innocent (as it usually is).

(iii) The person seeking discovery must identify, at least generally, the wrongdoing about which he complains.

(iv) *The information which can be sought is wideranging, for example the identity of wrongdoers (Norwich Pharmacal), the existence or nature of a wrongdoing (P v. T), the identity of a mole within an organisation (BSC), or the location of assets upon which a judgment might be enforced (Merchantile Group).*

(v) *The impugned conduct has to be such as to be recognised as wrongful in the eyes of the law, whether or not categorised as criminal conduct or the infringement of a civil right which the law can protect (whether tortious, breach of contract, etc.).*

(vi) *It is not a prerequisite of the exercise of the jurisdiction that the person seeking discovery has started or intends to start civil proceedings in respect of the wrongdoing. It is sufficient that he has a legitimate interest to protect, whether by way of seeking redress (in its widest sense) or by lawful protection against further wrongdoing. The intended use to be made of such information may involve civil proceedings or criminal proceedings, or be for other legitimate purposes, such as disciplinary action against an employee (Ashworth).*

(vii) *It is incumbent upon such claimant, however, to identify the purposes for which the disclosure will be used when made, so that the Court is enabled to restrict the use of the material expressly or implicitly for the disclosed purposes.*

(viii) *The power to order discovery is discretionary. The Court should not so order unless it is satisfied that it is just and convenient to do so (on the basis of, or by analogy with, s.4 of the 1987 Law)."*

38. The threshold test for when a bank is involved as the Respondent was described by Lieutenant Bailiff Day as being (paragraph [70]):

"...an identified wrongdoing in which the Plaintiffs were potential victims and the Defendant became involved, innocently, by the provision of banking facilities for those, it would seem, who have no other connection whatsoever with this jurisdiction."

39. On appeal, the Court of Appeal of Guernsey largely endorsed the principles summarised by Lieutenant Day in the Royal Court judgment (**Systems Design Limited and Logo Limited v President of Equatorial Guinea, Procureur of Equatorial Guinea and Royal Bank of Scotland International** (Court of Appeal 2005) but the Court said this at paragraph [67]:

"We agree with the principles as stated in (i) to (vii), except that the reference to criminal proceedings in (vi) may well be incorrect. The second reference in (viii) in judgment puts the threshold for the grant of an order too low. The test is that the plaintiff must show that the making of the order is essential and necessary to assist the plaintiff in achieving justice. It has to be kept in mind that (a) the order would be usually against a third party innocently involved in the wrongdoing of others, and (b) where the third party is a bank (as is frequent in the case of applications for such orders), the order would be destructive of the obligation of strict confidentiality owed by a bank to its customers. No Norwich Pharmacal-type order should be made by the Royal Court unless the Plaintiff establishes that it is essential and necessary for such purpose for the order to be made."

40. In **President of Equatorial Guinea and Procureur of Equatorial Guinea v Royal Bank of Scotland International Logo Limited and Systems Design Limited** [2005-06-GLR 373], the Privy Council did not agree that the Royal Court's statement at (viii) was incorrect. It said that there is no difference of substance whether the test is formulated as being (paragraph [17]):

“just and convenient in the interests of justice to grant relief or that relief should only be granted if it is necessary in the interests of justice to grant it”

41. In Jersey, the leading authority on Norwich Pharmacal relief is **Macdoel Investments & Ors v Federal Republic of Brazil & Ors** [2007] JCA069. In that case, the Court of Appeal of Jersey considered that the determinative question to be considered in any particular case is whether justice requires discovery to be ordered. The Court held that “reasonable suspicion” that the third party has been mixed up in the wrongdoing was the evidential threshold to be applied and explained that “reasonable suspicion” is “something less than prima facie evidence”. The Court also held that there are policy reasons why the courts should be willing to assist victims of wrongdoing to obtain redress (paragraphs [38] and [39]):

“In any event whilst the cases in which the Norwich Pharmacal jurisdiction has been developed in England and Wales provide useful guidance on how Lord Reid’s statement of principle may be applied, the courts of Jersey are in no sense bound by the scope of the jurisdiction that may have been delineated de facto by the circumstances of these cases.

Nor are the courts constrained by the limits which may be placed on the application of the principle in the different social and economic conditions that may prevail from time to time in England and Wales (see, generally, State of Qatar-v-Al Thani). They will have regard to, amongst other things, the policy considerations which shape the law of Jersey and the social and economic context in which it operates.

We are conscious that, as the Court of Appeal of Jersey remarked in Durant Intl Corp-v-Att Gen [2006] JLR 112 at para 1, per Sumption, J.A.): -

“Over the last half-century, Jersey has become a major financial centre, providing trust and banking facilities for an extensive international clientele ...It has for some time been the policy of the legislature and of the executive agencies exercising statutory powers that the commercial facilities available in Jersey should not be used to launder money or mask criminal activities here or anywhere else.”

Although these remarks were made in the context of an action that concerned the provision of assistance by the authorities in Jersey to foreign prosecutors, they have relevance in the sphere of civil litigation, where the courts are conscious that Jersey’s reputation as a major financial centre might suffer if it were not willing to assist victims of wrongdoing to obtain redress.”

42. In Jersey, applications for post-judgment disclosure orders have been made under the authority of **Jomair v Hourigan** [2011] JRC042. In that case, the Royal Court of Jersey emphasised the difference between disclosure orders sought pre-judgment and post-judgment. The Court held that the threshold to be applied post-judgment is much lower because the Applicant creditor has already established a claim against the judgment debtor. The Court also confirmed that the jurisdiction extends to third parties, not just the defendant (paragraph [12]):

“...The essential principle remains that the Court can make disclosure orders whether against a defendant or third parties in order to aid in the execution of a judgment or award and the interests of justice would usually point in favour of ordering such disclosure.”

43. The Court of Appeal in England and Wales provided helpful guidance in **NML Capital Limited v Chapman Freeborn Holdings Ltd** [2013] EWCA Civ 589 on when Norwich Pharmacal relief may be granted where judgment has been obtained. The Court held that Norwich Pharmacal

relief may be available post-judgment in very particular and restricted circumstances. At paragraph [32], the Court held that:

*“It could not be enough to engage the jurisdiction merely to trade with the judgment debtor. Lord Reid spoke of the essence of the jurisdiction being that justice requires that the innocent party mixed up in wrongdoing should cooperate in righting the wrong if he unwittingly facilitated in its perpetration. Leaving on one side the debate as to facilitation, it seems to me unlikely that the jurisdiction could be engaged short of involvement in something which in itself and necessarily amounts to what Sir Thomas Bingham MR in *Aiyela* described as “wilful evasion” by the judgment debtor. Non-satisfaction of a judgment debt is not wilful evasion of it.”*

44. The Court of Appeal also confirmed that it is important to focus carefully on the nature of the wrongdoing and that relevant wrongdoing can include cases where assets are removed from a jurisdiction for no purpose other than to insulate them from execution in satisfaction of a judgment debt or assets are transferred between persons or companies for a similar purpose.

Interim Confidentiality Injunctions

45. I turn next to the applicable law on interim confidentiality injunctions.
46. Pursuant to Section 1 of the **Law Reform (Miscellaneous Provisions) (Guernsey) Law, 1987** (“the Law Reform Law”), the Court has power to grant injunctive relief. Section 1(7) of the Law Reform Law provides that an injunction may be granted in “exceptional circumstances notwithstanding that proceedings have not been and are not to be instituted before the Court.”
47. The Court’s power to grant injunctive relief pursuant to Section 1 of the Law Reform Law is exercised in accordance with the well-known principles as set out in **American Cyanamid Co v Ethicon Ltd** [1975] A.C. 396. It is for the Applicant to show (i) that there is a serious issue to be tried; (ii) that damages would be an inadequate remedy and (iii) that the balance of convenience is in favour of granting the injunction sought. The Court is also entitled to take into account any “special factors” such as matters of public policy or public interest or the effect of granting or refusing the injunction on non-parties.

Discussion

The Privacy Application

48. I turn first to set out my reasons for granting the privacy application.
49. The Applicant sought an order that the Court file, including the application and any orders made pursuant to it, be sealed until otherwise ordered by the Court. In Advocate de Verneuil-Smith’s submission, this case fell under paragraph [22(b)] of *Alpha Developments*, namely that the general presumption that all aspects of a case are to be held in public can be rebutted where it can be demonstrated that justice would be frustrated otherwise.
50. It was robustly submitted that if the hearing did not proceed in private, B would be notified of the matter and would likely take steps to further dissipate assets which would in turn frustrate the very purpose of the disclosure order sought in relation to those assets. It was contended that the risk of dissipation in this case was a very real one. Since at least 2017, in the face of the Dubai Court proceedings and both prior to and following delivery of the judgments of the Dubai Courts, B had consistently carried out deliberate acts of dissipation. The Courts in both the EW Proceedings and the Jersey Proceedings had concluded that B had taken steps to dissipate his assets even while appealing the Dubai Court of First Instance Judgment. I consider it important to refer to the following extracts from those judgments which were exhibited to Mr Rogers’ first affidavit:

- a. in ***A and B and C*** [2023] (Admin), David Edwards KC sitting as a Judge of the High Court in England and Wales held that:

“304...although it may be one of [B's] purposes in transferring AR and in making the Money Transfers was to preserve assets for [B's] children and in that sense engage in succession or inheritance planning, I am quite satisfied that another purpose of the transfers, and not merely a consequence of them, was a Prohibited Purpose, i.e. to put [B's] assets beyond the reach of, and to prejudice the interests of the Bank and his other creditors...

314... [B's] evidence was unsatisfactory in a number of respects, and I simply do not accept his evidence that the transfers had nothing to do with the Dubai proceedings or with a desire to protect his assets from creditors; on the contrary, in my judgment the matters explored during the course of the evidence are consistent with the opposite being the case.

320 ...On the evidence, I am satisfied that at least one of the purposes for which [B] acted was to protect his assets from his creditors.”

- b. in ***A. and B & Ors*** [2024], the Royal Court of Jersey (Sir Timothy Le Cocq and Jurats Averty and Le Heuze) held:

“97. In our judgment, the balance of probabilities is that in making the [N] transfer and the [M] gift, [B] was seeking to protect [B's] cash and assets for [B] and [B's] family. [B] was, in our judgment, seeking to put them beyond the reach of [B's] creditors.

98. We infer that the timing of the various transfers set out against [B's] knowledge of the claims against [B], and [B's] insolvency caused [B] to make the transfers that are impugned in these proceedings to place assets out of the reach of [B's] creditors, including X.”

51. Having taken into account the compelling findings of the Courts in the EW and Jersey Proceedings and the evidence of Mr Rogers on the dissipation of assets, I considered that this was indeed a case envisaged by paragraph [22(b)] of *Alpha Developments*. I was persuaded that given the nature of the case, if B was notified of the proceedings, there was a real risk of further dissipation of assets and that if that risk crystallised, the very purpose of the disclosure order sought would be frustrated. I was satisfied that the strict necessity test was met to preserve the position and to avoid justice being otherwise frustrated.
52. Accordingly, the Court proceedings were held *in camera* and the court file was sealed until otherwise ordered by the Court.

The Norwich Pharmacal Relief Application

53. I turn next to set out my reasons for granting *Norwich Pharmacal* relief.
54. The first principle is that the order for discovery must not offend against the “mere witness” rule. In other words, it must not be for the purpose of obtaining pre-trial discovery of what a witness may say if called at trial. In his first affidavit, Mr Rogers said this at paragraph [15]:

“The purpose of this application is for disclosure of records and information from each of the Respondents relating to (i) the bank account of a now inactive company which is

wholly owned by the judgment debtor and (ii) a Guernsey bank of which there is strong evidence of a connection or banking relationship with [B] and/or [C].”

55. I considered that it was abundantly clear from Mr Rogers’ averment and from the evidence in the case overall that the purpose of the disclosure order sought was not for obtaining pre-trial discovery but rather it was to obtain information from two banks, innocent third parties who had been innocently involved in wrongdoing by providing banking services to B and to companies owned and controlled by him or to people associated with him which he had used to deliberately evade the Dubai judgment. I accepted that the banks were the only practical source of the information sought in the disclosure application. I was also satisfied from Mr Rogers’ evidence that the Applicant had attempted to secure the information through other routes such as by making inquiries of B’s Solicitors in the United Kingdom but that those attempts had proved to be unsuccessful and as such the assistance of the Respondents was required. In my consideration, the first principle was met.
56. The second principle is that the third party must have become involved (in its widest sense) in the wrongdoing concerning which discovery is required. That involvement does not have to be to the extent that the third party could or should be joined as a party to the substantive proceedings, as his involvement may be wholly innocent (as it usually is). It can be seen that what is made explicitly clear by the second principle is that the involvement of the third party in the wrongdoing is to be interpreted in its *widest sense*. In *Equatorial Guinea*, Lieutenant Bailiff Day held that in that case, there was an identified wrongdoing in which the Plaintiffs were potential victims and the Defendant became innocently involved by the provision of banking facilities for those who had no other connection with Guernsey.
57. I accepted Advocate de Verneuil-Smith’s submission that although not binding on the Court, in determining the second *Norwich Pharmacal* principle, the Court should apply the evidential threshold of “reasonable suspicion”, the test as set out by the Court of Appeal of Jersey in *Macdoel Investments Limited & Ors and The Federal Republic of Brazil & Ors* [2007] JCA 069, namely, reasonable suspicion that the third party has been mixed up in the wrongdoing, this being something less than *prima facie* evidence. I was satisfied that the Applicant had established reasonable suspicion with regard to each of the Respondents.
58. Turning to G, it completed its acquisition of AV in July 2019 following which it renamed to AW. It subsequently amalgamated with G and the latter was the continuing entity. Pursuant to Section 71(c) of the *Companies (Guernsey) Law, 2008*, upon amalgamation, all actions and other legal proceedings that could have been instituted or continued against AW may be instituted or continued against G. I was satisfied that as the entity responsible for providing banking services and for operating and administering the bank account of I, G was directly involved in its affairs. I considered therefore that this established reasonable suspicion that G was mixed up however inadvertently in I’s wrongdoing.
59. I was satisfied that the evidence disclosed a connection between I and B. An AN bank account statement in the name of B, obtained by A by Court Order from England and Wales, showed receipt of a payment on 10 March 2017 from “AS” in the sum of £ 2,187,395.12 (“the AS Transaction”). This payment was made after the Dubai Court of First Instance judgment which was delivered on 16 January 2017. That sum was later transferred by B’s son and that transaction was confirmed in the English judgment as a transaction defrauding creditors. That sum had been recovered by A. By letter dated 8 February 2022 (in a response to a request by A’s UK lawyers seeking information about certain transactions) W, B’s legal representatives in the United Kingdom, said this on the “AS Transaction”:

“10.2. As for “[AS]” and the receipt of £ 2,187,395.12, our client cannot remember who this payment was from or what exactly the payment related to. [B] believes, however, that [B] may have made an investment of some kind in this company a long

time ago and that this was money received in relation to that investment. Whatever the reason for this payment into [B's] [AN] account, however the balance on the account remained above this figure at all times thereafter until the payments to [C's] [AN] account in August and October 2019, as you already know and so we cannot see why your client might require any further information in this connection

60. As set out by Mr Rogers in his first affidavit, A received disclosure from AN of wire transfer records relating to I. The records disclosed a transaction in the sum of USD 2,668,004.96 made on 9 March 2017 from an originator named "AS" to "[B]". The originator bank account identity was AX. Advocate de Verneuil-Smith submitted that these wire records enabled A to confirm the precise identity of I which allowed it to subsequently obtain information on its ownership and its directors. As set out in Mr Rogers' first affidavit, B was the sole director. There was also further evidence to confirm that B was the sole director and this was obtained by A from the R registered agent of I.
61. I accepted Advocate de Verneuil-Smith's submission that this evidence demonstrated a link and involvement between G and B's vehicle, I, and that it demonstrated that B had used I in the making of transactions in order to defraud creditors.
62. In relation to the Second Respondent, I was satisfied that Mr S' affidavit and the supporting T report demonstrated evidence of a connection that very strongly indicates a relationship between the email address of the B Email Address and the Second Respondent. I was also satisfied that, more generally, B and C were known to have banking relationships with AN entities in other jurisdictions including Jersey (where they were parties to the substantive proceedings successfully brought against the B by A), England and Wales (where A had recovered monies held in AN bank accounts in the names of both B and C) and in the Middle East. In my consideration, there was a high probability that B and/or C had or had had a banking relationship with the Second Respondent and that this established reasonable suspicion that it was involved in the wrongdoing.
63. On the basis for the retention by the Respondents of the documents sought in the disclosure application, I was satisfied that the First and Second Respondents are regulated by the Guernsey Financial Services Commission (GFSC) under one or more supervisory laws and regulations. As such, the Respondents both have AML/CFT obligations under the Criminal Justice (Proceeds of Crime) (Bailiwick of Guernsey) Law, 1999, the GFSC Handbook and other AML/CFT regulations. Under one of the AML/CFT applicable laws and regulations, it is a requirement for records to be retained for at least five years. Chapter 16 of the GFSC Handbook sets out the obligations for record keeping for a minimum of five years. I accepted Advocate de Verneuil-Smith's submission that whilst these are only minimum retention periods, in practice it is likely that the Respondents will still retain the relevant documents. Further, I was satisfied that in the event that the Respondents no longer retained the relevant documents, they would suffer no prejudice in complying with the Order of the Court since their reasonable costs would be paid by the Applicant.
64. I turn to consider the third principle, namely that the person seeking discovery must identify, at least generally, the wrongdoing about which he complains. I was satisfied on the evidence that the Applicant had identified that the wrongdoing was the deliberate and wilful evasion of judgment debts by B through the deliberate transfer of monies held by him to B's children or through companies which he controlled, such as I and the deliberate divestment of assets. Furthermore, the Courts in both the EW Proceedings and the Jersey Proceedings had concluded that certain transactions made by B were transactions defrauding creditors.
65. The fourth principle is that the information which can be sought is wide ranging, for example the identity of wrongdoers, the existence or nature of a wrongdoing, the identity of a mole within an organisation or the location of assets upon which a judgment might be enforced. I

was satisfied in the present case that the proposed Order sought information and records from the Respondents which would assist the Applicant in enforcing the Dubai Court of Cassation judgment. The Applicant sought information and records to explain the rationale behind I's known transactions and whether any other transfers or divestments were made through it by B or his children. I accepted that as B had also sought to dissipate B's assets to B's children to put them out of reach of his creditors, to ensure the further concealment of assets using this method was unsuccessful, the Applicant sought information/documentation from the Respondents regarding companies in which B and/or B's children are or have been the ultimate beneficial owner; or are held for and on behalf of B or B's children; or companies in respect of which each Respondent takes or has taken instructions from B or B's children.

66. I turn next to the fifth principle, namely that the impugned conduct has to be such as to be recognised as wrongful in the eyes of the law, whether or not categorised as criminal conduct in the infringement of a civil right which the law can protect (whether tortious, breach of contract, etc). As set out above, in *NML Ltd*, the Court of Appeal in England and Wales held that relevant wrongdoing could include cases where assets are removed from a jurisdiction for no purpose other than to insulate them from execution in satisfaction of a judgment debt or assets are transferred between persons or companies for a similar purpose. I was satisfied that B's deliberate evasion of the Dubai judgment, by the dissipation of assets with the purpose of putting those assets out of reach of creditors to insulate them from execution in satisfaction of a judgment debt, is recognised in the law as a wrongful action. In reaching this finding, I took into account and accepted in particular the evidence of Mr Rogers on the divestment of assets (summarised at paragraphs [18] and [19] above), the EW Proceedings (summarised at paragraph [20a] above) and the evidence of the Applicant's concerns that B or B's children would take steps to conceal, remove or dissipate assets or otherwise hinder the enforcement process that would follow if they were told by the Respondents of the existence of this application. Furthermore, both the English and Jersey Courts had concluded that B had carried out transactions which have defrauded creditors.
67. The sixth principle is: it is not a prerequisite of the exercise of the jurisdiction that the person seeking discovery has started or intends to start civil proceedings in respect of the wrongdoing. It is sufficient that he has a legitimate interest to protect, whether by way of seeking redress (in its widest sense) or by lawful protection against further wrongdoing. The intended use to be made of such information may involve civil proceedings or criminal proceedings or be for other legitimate purposes such as disciplinary action against an employee. I accepted that on the evidence that the Applicant's legitimate interest in the present case is the enforcement of the Dubai Court of Cassation judgment, enforcement of which is being obfuscated by B's deliberate attempts to divest himself of assets and/or otherwise conceal his assets to prevent the Judgment creditor (the Applicant) from enforcing its legitimate rights.
68. The seventh principle is that it is incumbent upon a claimant to identify the purposes for which the disclosure will be used when made, so that the Court is enabled to restrict the use of the material expressly or implicitly for the disclosed purposes. In his first affidavit, Mr Rogers explained that the Applicant had sought to enforce the Dubai Judgment against B in multiple jurisdictions and the detail of the steps taken in England, Jersey, the United States of America and Switzerland is summarised at paragraph [21] above. I accepted the submission on behalf of the Applicant that those steps had resulted in limited recoveries and that the purpose of the disclosure application was to assist the Applicant in successfully enforcing the Dubai Court of Cassation judgment internationally against B in those jurisdictions where the Applicant was able to identify B's assets. I was also satisfied that the Applicant had provided an undertaking to use any relevant information obtained by the making of the discovery order in any enforcement proceedings - interlocutory or substantive - brought in Guernsey or elsewhere and that this was consistent with the purpose of the order sought, namely to aid the enforcement and execution of the Dubai judgments.

69. The eighth and final *Norwich Pharmacal* principle is that the power to order discovery is discretionary. The Court should not so order unless it is satisfied that it is just and convenient to do so. I was satisfied that it would be just and convenient for the Court to order disclosure of the information sought in the present case on the basis of several factors.
70. First, the Applicant is owed a substantial judgment debt by B which includes interest at well in excess of USD 100 m. There has been clear wrongdoing by B by his wilful evasion of the Dubai judgment and his repeated transfers of funds and assets to B's children and other parties for no consideration as held by the Jersey and English courts. There is a reasonable suspicion that the Respondents are mixed up in that wrongdoing and they are under a duty to assist the Applicant by providing him with the information sought.
71. Second, I was satisfied from the evidence that the Applicant has no other straightforward or available means of finding out the information/documentation apart from through this type of relief. As Mr Rogers explained in his affidavit, the Applicant had attempted to acquire the relevant information through other routes but those attempts had proven to be unsuccessful and the assistance of the Respondents was required.
72. Third, the draft order provides for an undertaking to pay the Respondents' reasonable costs of compliance with the orders sought and a further undertaking to comply with any order the Court may make as to damages. As such, I was satisfied that the application causes no prejudice to the Respondents.
73. Fourth, I accepted that the Applicant has provided full and frank disclosure in the first affidavit of Mr Rogers in accordance with an Applicant's obligation when seeking *ex parte* relief.

The Interim Confidentiality Injunction

74. Finally, I turn to set out the reasons for granting the interim confidentiality injunction. In his first affidavit, Mr Rogers set out the concerns of the Applicant which gave rise to the interim confidentiality injunction application at paragraph [60]:

"If [B] or the Children of [B] are told by the Respondents (or its officers or employees) of the existence of this application or any order made on this Application, for example by requesting instructions, I am instructed that it is [A]'s firm belief that these individuals would take steps to conceal, remove, or dissipate assets or otherwise hinder the enforcement process that would inevitably follow..."

75. In the present case, substantive proceedings had not been lodged before the Court and as such, Advocate de Verneuil-Smith relied on Section 1(7) of the Law Reform Law which provides that an injunction may be granted in exceptional circumstances notwithstanding that proceedings have not been and are not to be instituted before the Court.
76. As set out earlier, the Court's power to grant injunctive relief pursuant to Section 1 of the Law Reform Law is exercised in accordance with the well-known principles in *American Cyanamid*. On application of the *American Cyanamid* principles to the present factual matrix, I concluded as follows.
77. The first issue for consideration was whether there was a serious issue to be tried. I accepted Advocate de Verneuil-Smith's submission that whilst proceedings in the form of a claim against a party had not yet been brought yet in Guernsey, there was a serious issue to be tried namely the disclosure of information from the Respondents innocently mixed up in wrongdoing.
78. The second issue was whether damages would be an adequate remedy. In this regard, I was satisfied that that damages, instead of a confidentiality injunction, would not be an adequate or

appropriate remedy since an injunction restraining disclosure was required by the Applicant to prevent B or B's children from being notified of this application to prevent its effect being rendered nugatory. I was readily persuaded that there is a high risk that B would further dissipate his assets or seek to otherwise conceal them upon being notified of this application. In particular, I was satisfied that there was evidence of a pattern of dissipation/divestment of assets by B as set out in Mr Rogers' first affidavit, the evasion of the enforcement of the Dubai judgment. I accepted that there would be a serious risk that if I, B or the children of B were made aware of this application by the Respondents, they would take steps or cause associated individuals to take steps to further evade execution of the judgment. I therefore concluded that the second principle had been met.

79. The third issue was whether the balance of convenience was in favour of granting the injunction sought. In my consideration, the balance of convenience strongly favoured the grant of the interim confidentiality injunction to restrain disclosure. I accepted that the prejudice to the Applicant if the Respondents were allowed to notify third parties of the application was high as it could render the provision of any information redundant because it may allow B and B's children to further conceal and/or transfer assets whereas there was no material prejudice to the Respondents who were being requested to ensure the confidentiality of the matter for a specified period of time.
80. I was therefore satisfied, on application of the relevant legal principles, that it was appropriate to grant the interim confidentiality injunction so that the purpose of the disclosure order was not frustrated.

Conclusion

81. In conclusion, for the reasons set out above, I granted the privacy application, the *Norwich Pharmacal relief* and the interim confidentiality injunction.