

DUBAI INTERNATIONAL FINANCIAL CENTRE COURT  
COURT OF FIRST INSTANCE  
[ ] DIVISION/CIRCUIT

Claim No:

BETWEEN:-

GFH CAPITAL LIMITED

Claimant

-and-

DAVID HAIGH

Defendant

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PARTICULARS OF CLAIM

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1. The Claimant is and was at all material times a company incorporated in the Dubai International Financial Centre under commercial licence number CL0117. The business of the Claimant is and was at all material times financial services, investment and wealth management.
2. The Defendant was at all material times employed as the Deputy Chief Executive Officer of the Claimant. The Defendant resigned from that post on 14 March 2014.
3. It was an express or implied term of the Defendant's contract of employment with the Claimant that he would act at all times in the best interests of the Claimant.
4. It was an express or implied term of the Defendant's contract of employment with the Claimant that he would act at all times honestly towards the Claimant.

5. Further or alternatively the Defendant owed fiduciary duties to the Claimant to act at all times in the best interests of and honestly towards the Claimant.
6. In the course of his employment the Defendant was authorised to approve invoices raised by third parties for payment by the Claimant.
7. In the course of his employment the Defendant had authority, jointly with Biju Mathew (a junior employee), to authorise payments by the Claimant up to a value of US\$50,000 (AED 185,000).
8. Payments larger than US\$50,000 (AED 185,000) required the approval of an authorised signatory such as a member of the board, and the Defendant.
9. On 26 May 2013 the Claimant entered into a contract with Lincoln Associates FZE, a company incorporated in the Fujairah Creative Free Zone ("Lincoln Associates"), to provide legal support services in connection with legal proceedings in which the Claimant was engaged. Pursuant to that agreement, between 30 May 2013 and 2 February 2014 Lincoln Associates raised invoices with a total value of AED 863,200 for work done.
10. On each invoice raised by Lincoln Associates bank details were given, inter alia, as follows:

"HSBC Middle East

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Account name: Lincoln Associates

Account number: 070- ... -001"

11. Lincoln Associates received funds in settlement of its invoices as follows:

- (i) 4 July 2013: AED 27,200 by clearing cheque drawn by the Claimant
- (ii) 31 July 2013: AED 87,600 by telegraphic transfer from the Claimant
- (iii) 1 August 2013: AED 100,000 by telegraphic transfer from the Claimant
- (iv) 11 September 2013: AED 185,000 by telegraphic transfer from the Defendant
- (v) 17 September 2013: AED 52,000 by telegraphic transfer from the Defendant
- (vi) 19 October 2013: AED 100,000 by telegraphic transfer from the Defendant

- (vii) 19 November 2013: AED 100,000 by telegraphic transfer from the Defendant
- (viii) 8 December 2013: AED 120,000 by telegraphic transfer from the Defendant
- (ix) 5 March 2014: AED 150,000 by telegraphic transfer from the Defendant
- (x) 6 March 2014: AED 150,000 by telegraphic transfer from the Defendant

12. The Defendant created or caused to be created invoices purporting to have been raised by Lincoln Associates as follows:

- (i) 30 April 2014 in the sum of AED 186,744, giving bank details "HSBC Bank ... Account name: Lincoln Associates/Account number: 035-360486-131", to "Professional services for Legends dispute"
- (ii) 13 June 2013 in the sum of AED 32,000, giving bank details "HSBC Bank ... Account name: Lincoln Associates/Account number: 035-360486-131", to "Professional services for Dubailand dispute"
- (iii) 31 July 2013 in the sum of AED 267,800, giving bank details "HSBC Bank ... Account name: Lincoln Associates/Account number: 090-073321-050", to "Document review and ancillary work for GFH v Dubailand Arbitration"
- (iv) 29 August 2013 in the sum of AED 273,800, giving bank details "HSBC Bank ... Account name: Lincoln Associates/Account number: 090-073321-050", to "Document review and ancillary work for GFH v Dubailand Arbitration"
- (v) 29 August 2013 in the sum of AED 330,700, giving bank details "HSBC Bank ... Account name: Lincoln Associates/Account number: 090-073321-050", to "Document review and ancillary work for GFH v Dubailand Arbitration"
- (vi) 29 August 2013 in the sum of USD 50,000, giving bank details "HSBC Bank ... Account name: Lincoln Associates/Account number: 090-073321-050", to "drafting and professional advices"

- (vii) 1 September 2013 in the sum of AED 175,000, giving bank details "HSBC Bank ...  
Account name: Lincoln Associates/Account number: 090-073321-050", to "Case  
preparation and ancillary work for GFH v Dubailand Arbitration"
- (viii) 1 September 2013 in the sum of AED 475,000, giving bank details "HSBC Bank ...  
Account name: Lincoln Associates/Account number: 090-073321-050", to "Case  
preparation and ancillary work for GFH v Dubailand Arbitration"
- (ix) 30 September 2013 in the sum of AED 278,600, giving bank details "HSBC Bank ...  
Account name: Lincoln Associates/Account number: 090-073321-050", to "Case  
preparation and ancillary work for GFH v Dubailand Arbitration"
- (x) 31 October 2013 in the sum of AED 404,100, giving bank details "HSBC Bank ...  
Account name: Lincoln Associates/Account number: 090-073321-050", to "Case  
preparation and ancillary work for GFH v Dubailand Arbitration"
- (xi) 31 October 2013 in the sum of AED 578,000, giving bank details "HSBC Bank ...  
Account name: Lincoln Associates/Account number: 090-073321-050", to "Case  
preparation and ancillary work for Dubailand v Legends"
- (xii) 31 October 2013 in the sum of AED 590,200, giving bank details "HSBC Bank ...  
Account name: Lincoln Associates/Account number: 090-073321-050", to "Case  
preparation and ancillary work for GFH v Dubailand Arbitration"
- (xiii) 30 November 2013 in the sum of AED 598,700, giving bank details "HSBC Bank ...  
Account name: Lincoln Associates/Account number: 090-073321-050", to "Case  
preparation and ancillary work for GFH (Legends) v Dubailand Arbitration"

13. On each occasion the invoice created by or procured by the Defendant was approved for payment by the Defendant by affixing a stamp bearing his name. On a number of occasions the Defendant also signed the invoice.

14. Each of the invoices particularised in paragraph 12 above were false in that:

- (i) They were not raised by Lincoln Associates
- (ii) They gave bank details for accounts not operated by Lincoln Associates
- (iii) They did not reflect sums charged by Lincoln Associates

15. On each occasion the Defendant knew the invoices to be false when he approved them for payment:

- 15.1 On each occasion the Defendant had created or caused the invoices to be created himself.
- 15.2 On each occasion the Defendant knew that the bank accounts detailed on the false invoices were not bank accounts operated by Lincoln Associates.
- 15.3 On each occasion the Defendant knew that the invoices did not reflect sums properly due to Lincoln Associates.

16. The Claimant made the following payments to the accounts detailed in the false invoices particularised in paragraph 12 above:

- (i) 16 April 2013: AED 32,000 to account number 035-360486-131
- (ii) 30 April 2013: AED 100,000 to account number 035-360486-131
- (iii) 30 April 2013: AED 86,744 to account number 035-360486-131
- (iv) 19 August 2013: AED 150,000 to account number: 090-073321-050
- (v) 19 August 2013: AED 117,800 to account number: 090-073321-050
- (vi) 29 August 2013: AED 604,500 to account number: 090-073321-050
- (vii) 2 September 2013: AED 175,000 to account number: 090-073321-050
- (viii) 9 September 2013: AED 475,000 to account number: 090-073321-050
- (ix) 20 October 2013: AED 128,600 to account number: 090-073321-050
- (x) 21 October 2013: AED 150,000 to account number: 090-073321-050
- (xi) 6 November 2013: AED 120,000 to account number: 090-073321-050
- (xii) 6 November 2013: AED 110,000 to account number: 090-073321-050
- (xiii) 6 November 2013: AED 174,000 to account number: 090-073321-050
- (xiv) 21 November 2013: AED 130,000 to account number: 090-073321-050

- (xv) 21 November 2013: AED 158,000 to account number: 090-073321-050
- (xvi) 21 November 2013: AED 120,000 to account number: 090-073321-050
- (xvii) 21 November 2013: AED 170,000 to account number: 090-073321-050
- (xviii) 4 December 2013: AED 120,000 to account number: 090-073321-050
- (xix) 4 December 2013: AED 175,000 to account number: 090-073321-050
- (xx) 4 December 2013: AED 175,000 to account number: 090-073321-050
- (xxi) 4 December 2013: AED 125,000 to account number: 090-073321-050
- (xxii) 10 December 2013: AED 168,700 to account number: 090-073321-050
- (xxiii) 10 December 2013: AED 170,000 to account number: 090-073321-050
- (xxiv) 10 December 2013: AED 140,000 to account number: 090-073321-050
- (xxv) 10 December 2013: AED 120,000 to account number: 090-073321-050

Total payments: AED 4,190,644

17. On all but two occasions (payments (vi) and (viii)) the payments were authorised by the Defendant and Biju Mathew. All of the payments (other than payments (vi) and (viii)) were below the level at which authority would need to be sought from a member of the board of the Claimant.

18. The Defendant procured authorisation for payments (vi) and (viii) in paragraph 16 above.

19. The Claimant infers that the accounts 035-360486-131 and 090-073321-050 were operated by or on behalf of the Claimant:

19.1 The Defendant created or caused the invoices to be created.

19.2 The Defendant approved each false invoice for payment.

19.3 The Defendant either authorised (jointly with Biju Mathew) or procured the authorisation of each payment to these accounts.

19.4 All except two of the payments to these accounts were below the threshold at which authorisation would have to be sought from an authorised signatory such as

member of the board notwithstanding that, as particularised in paragraph 12 above, nine of the 13 false invoices were for sums which exceeded that threshold.

19.5 Seven of the ten payments particularised in paragraph 11 above to Lincoln Associates for sums properly due to that company were made by the Defendant personally.

20. The creation of the false invoices particularised in paragraph 12 above (or procuring their creation), their approval for payment and the procuring of the payments particularised in paragraph 16 above constituted a breach of the Defendant's contractual duty to act at all times in the best interests of the Claimant.

21. Further or alternatively, the creation of the false invoices particularised in paragraph 12 above (or procuring their creation), their approval for payment and the procuring of the payments particularised in paragraph 16 above constituted a breach of the Defendant's contractual duty to act at all times honestly towards the Claimant.

22. Further or alternatively, the creation of the false invoices particularised in paragraph 12 above (or procuring their creation), their approval for payment and the procuring of the payments particularised in paragraph 16 above constituted a breach of the Defendant's fiduciary duty to act at all times in the best interests of the Claimant.

23. On or about 16 April 2013 the Claimant engaged Millnet Limited ("Millnet") to provide document scanning, e-platform and hosting services in respect of which it was engaged. Pursuant to that engagement, between 3 June 2013 and 14 May 2014 Millnet raised 11 invoices with a total value of GBP 65,664.64 as follows:

- (i) 3 June 2013 for £41,215.34
- (ii) 30 July 2013 for £2,451.20
- (iii) 31 August 2013 for £2,431.70
- (iv) 30 September 2013 for £2,506.70
- (v) 31 October 2013 for £2,501.00
- (vi) 30 November 2013 for £2,351.00
- (vii) 18 December 2013 for £2,201.00

- (viii) 31 January 2014 for £2,276.00
- (ix) 27 February 2014 for £2,201.00
- (x) 31 March 2014 for £2,930.00
- (xi) 14 May 2014 for £2,599.70

24. On each invoice raised by Millnet bank details were given, inter alia, as follows:

"Sort code 30 - ... - 74 A/c No. 0176...

Lloyds TSB, 1<sup>st</sup> Floor, 39 Threadneedle Street, London, EC2R 8AU"

25. Each invoice was addressed to the Defendant at the Claimant's address.

26. Payment was made by the Claimant for the sums due under invoices (i)-(iii) in paragraph 24 above.

27. On 30 October 2013 Millnet sent an invoice by email to the Defendant, copied to the Claimant's solicitor. The Defendant responded saying:

"Please send these direct to me only"

28. Invoices (iv)-(viii) in paragraph 24 above were paid by the Claimant on or about 2 April 2014.

29. Between 26 July 2013 and 6 September 2013 the Defendant, purporting to act in his capacity as Deputy Chief Executive of the Claimant, sent emails to the Claimant's solicitors instructing them to make payments from their client on the Claimant's behalf to Millnet to settle outstanding fees. The instructions were as follows:

- (i) 26 July 2013, instructing payment of £57,000, giving reference "Project Rafael/Project Juliana Data room fees"
- (ii) 1 August 2013, instructing payment of £41,600, giving reference "Project Juliana scanning and processing room fees"

- (iii) 6 September 2013, instructing payment of £38,200, giving reference "Project Juliana Data room fees"

{Total payments: £136,800}

30. The Defendant instructed the Claimants solicitors to make payment to the following bank account:

Account name: Millnet Limited

Sort Code: 60-17-11

Account number: 86085212

Natwest Bank, Putney branch

31. Each of the payment instructions particularised in paragraph 30 above were false in that:

- (i) They were not for sums due to Millnet
- (ii) They required payment to a bank account not operated by Millnet

32. The Defendant knew that the payment instructions particularised in paragraph 30 above were false when he gave those instructions to the Claimant's solicitor:

32.1 The invoices for sums properly due to Millnet were addressed to and received by the Defendant.

32.2 The Defendant was aware that payment for the invoices raised Millnet was or would be made by the Claimant.

32.3 The Defendant knew that the bank account to which he instructed payment to be made was not operated by Millnet.

33. The Claimant's solicitor complied with the Defendant's instructions on the date that they were given.

34. In the circumstances the Claimant infers that the Natwest account particularised in paragraph 31 above is and was operated by or on behalf of the Defendant.
35. The procuring of the payments particularised in paragraphs 30-31 and 34 above constituted a breach of the Defendant's contractual duty to act at all times in the best interests of the Claimant.
36. Further or alternatively, the procuring of the payments particularised in paragraphs 30-31 and 34 above constituted a breach of the Defendant's contractual duty to act at all times honestly towards the Claimant.
37. Further or alternatively, the procuring of the payments particularised in paragraphs 30-31 and 34 above constituted a breach of the Defendant's fiduciary duty to act at all times in the best interests of the Claimant.
38. Further or alternatively, the procuring of the payments particularised in paragraphs 30-31 and 34 above constituted a breach of the Defendant's fiduciary duty to act at all times in the best interests of the Claimant.
39. Between about 11 August 2012 and about 6 October 2013 the Claimant engaged companies within the GPW Group (collectively "GPW") to conduct investigations as follows:
- (i) 11 August 2012 – Project Montreal
  - (ii) 22 October 2012 – Project Looper
  - (iii) 10 February 2013 – Project Offside
  - (iv) 3 April 2013 – Project Spectator
  - (v) 17 June 2013 – Project Hornbill
  - (vi) 18 June 2013 – Project Whistle
  - (vii) 11 July 2013 – Project Rafidain
  - (viii) 6 October 2013 – Project Seth
  - (ix) 6 October 2013 – Project Athena

On each occasion the instruction was confirmed by the Defendant.

40. GPW raised the following invoices in connection with the above instructions:

- (i) 31 August 2012 – Project Montreal – GBP 10,000
- (ii) 31 December 2012 – Project Looper – USD 20,614.34
- (iii) 26 February 2013 – Project Offside – GBP 15,288.52
- (iv) 28 February 2013 – Project Looper – USD 26,299.24
- (v) 31 March 2013 – Project Spectator – USD 3,005.47
- (vi) 31 July 2013 – Project Whistle – GBP 29,348.54
- (vii) 31 August 2013 – Project Hornbill – GBP 12,254.27
- (viii) 31 August 2013 – Project Rafidain – GBP 8,292.14
- (ix) 31 October 2013 – Project Seth – GBP 1,556.15
- (x) 31 October 2013 – Project Athena – GBP 23,945.98
- (xi) 26 January 2014 – Project Athena – GBP 6,612.42
- (xii) 28 February 2014 – Project Athena – GBP 6,170.78

Total USD 49,919.05, GBP 113,469

41. Each invoice raised by GPW gave the following bank details:

- (i) Those invoices raised by GPW (Middle East) Limited:

“HSBC Bank, Bur Dubai Branch ... UAE  
Account Name: GPW (Middle East) Ltd  
Account Number : 022 - ... - 100  
...”

- (ii) Those invoices raised by GPW + Co Limited:

“HSBC, 1st Floor, Sunningdale, ... , Watford WD24 4LG  
Account Name: GPW + Co Ltd  
Account Number: 81 ... 09  
Sort Code 40-23-13...”

42. The invoices particularised in paragraph 41 above were sent to the Defendant for processing and payment.

43. The Defendant created or caused to be created a false invoice dated 31 August 2013 purporting to have been raised by GPW in connection with "Project Bremner" in the sum of GBP 65,180.47. That account gave the correct details for GPW + Co Limited.

44. Payments were received against the invoices particularised in paragraph 41 above as follows:

- (i) £10,000 paid on 10 September 2012
- (ii) £12,708.74 paid on 8 June 2013
- (iii) Paid against false invoice "Project Bremner" from account held with HSBC
- (iv) £17,328.57 paid on 21 March 2013
- (v) £1,977.60 paid on 8 June 2013
- (vi) Paid against false invoice "Project Bremner" from account held with HSBC
- (vii) Paid against false invoice "Project Bremner" from account held with HSBC
- (viii) Paid against false invoice "Project Bremner" from account held with HSBC
- (ix) Unpaid
- (x) Unpaid
- (xi) Unpaid
- (xii) Unpaid

45. The Defendant created or caused to be created the following further false invoices:

- (i) 26 February 2013 – Project "Haigh/Offside" - £65,800.52
- (ii) 31 July 2013 – Project "Haigh/Juliana" - £45,283.33
- (iii) 29 August 2013 – Project "Offside" – £52,000.00
- (iv) 18 September 2013 – Project "Juliana" - £27,000.00
- (v) 20 September 2013 – Project "Offside" - £30,800.00
- (vi) 20 September 2013 – Project "Offside 2" - £93,800.00
- (vii) 11 October 2013 – Project "Offside" - £55,531.90
- (viii) 31 October 2013 – Project "Wendyhouse" - £68,700.00
- (ix) 31 October 2013 – Project "Dubailand" - £94,400.00

- (x) 31 October 2013 – Project “Haigh/Juliana” – £87,487.00
- (xi) 30 November 2013 – Project “Haigh/Offside” - £84,051.47
- (xii) 30 November 2013 – Project “Wendyhouse” - £35,000.00
- (xiii) 30 November 2013 – Project “Dubailand/Legends” - £70,200.00

Total £810,054.22

46. In each case, the false invoices particularised in paragraph 46 above gave the following bank details:

“Cooperative Bank PLC  
 1 Balloon Street, Manchester, England, M60 1GP  
 Account Name: GPW + Co Ltd  
 Account Number: 0503675  
 Sort Code: 08-93-00  
 ...”

47. The false invoices particularised in paragraph 46 above were approved for payment by the Defendant:

- (i) Authorised by a stamp bearing the Defendant’s name, with a note “paid from Gibson A/C”
- (ii) Authorised by a stamp bearing the Defendant’s name, with a note “paid from Gibson A/C”
- (iii) Signed by the Defendant
- (iv) Approved by a stamp bearing the Defendant’s name
- (v) Approved by a stamp bearing the Defendant’s name
- (vi) Approved by a stamp bearing the Defendant’s name
- (vii) Approved by a stamp bearing the Defendant’s name, with a note “Paid from Gibson A/C”
- (viii) No annotation
- (ix) No annotation
- (x) Approved by a stamp bearing the Defendant’s name
- (xi) Approved by a stamp bearing the Defendant’s name

- (xii) Approved by a stamp bearing the Defendant's name
- (xiii) No annotation

48. Each of the invoices particularised in paragraph 46 above were false in that:

- (i) They were not raised by GPW.
- (ii) They gave bank details for accounts not operated by GPW.
- (iii) They did not reflect sums charged by GPW.

49. The Defendant knew that the invoices particularised at paragraph 46 above were false:

- 49.1 The Defendant created those invoices or caused them to be created.
- 49.2 The Defendant knew that the account to which they requested BACS transfers was not operated by GPW.
- 49.3 The Defendant knew that they did not reflect sums properly due to GPW.

50. The Defendant, purporting to act in his capacity as Deputy Chief Executive of the Claimant, gave the following instructions to the Claimant's solicitor to pay sums from their client account:

- (i) On 20 August 2013 the Defendant instructed the Claimant's solicitor to pay £65,800 and 45,283.33 against the false invoices particularised in paragraphs 46(i) and 46(ii) above.
- (ii) On 23 September 2013 the Defendant instructed the Claimant's solicitor to pay £93,800 against the false invoice particularised in paragraph 46(vi) above.
- (iii) On 23 October 2013 the Defendant instructed the Claimant's solicitor to pay £55,531.90 and £38,267.00. The Defendant provided the false invoice particularised in paragraph 46(vii) above on 13 March 2014.

(iv) On 14 November 2013 the Defendant instructed the Claimant's solicitor to pay £87,487.00 against the false invoice particularised in paragraph 46(x) above.

(v) On 19 November 2013 the Defendant instructed the Claimant's solicitor to pay £94,400 against the false invoice particularised in paragraph 46(ix) above.

Total payments from the Claimant's solicitor's client account: £480,569. The Claimant's solicitor complied with the Defendant's instructions.

51. The Claimant was induced to make payment of the balance of the sums purportedly due under the false invoices.

52. The Claimant infers that the account with the Cooperative Bank, sort code 08-93-00, account number 0503675 is and was operated by the Defendant:

52.1 The Defendant created or caused the false invoices to be created.

52.2 The Defendant approved the majority of the false invoices for payment.

52.3 The Defendant instructed the Claimant's solicitor to make the payments particularised in paragraph 51 above.

53. The creation of the false invoices particularised in paragraph 46 above (or procuring their creation), their approval for payment and the procuring of the payments particularised in paragraphs 51 and 52 above constituted a breach of the Defendant's contractual duty to act at all times in the best interests of the Claimant.

54. Further or alternatively, the creation of the false invoices particularised in paragraph 46 above (or procuring their creation), their approval for payment and the procuring of the payments particularised in paragraph 51 and 52 above constituted a breach of the Defendant's contractual duty to act at all times honestly towards the Claimant.

55. Further or alternatively, the creation of the false invoices particularised in paragraph 46 above (or procuring their creation), their approval for payment and the procuring of the payments particularised in paragraph 51 and 52 above constituted a breach of the Defendant's fiduciary duty to act at all times in the best interests of the Claimant.

56. Further or alternatively, the creation of the false invoices particularised in paragraph 46 above (or procuring their creation), their approval for payment and the procuring of the payments particularised in paragraph 51 and 52 above constituted a breach of the Defendant's fiduciary duty to act at all times in the best interests of the Claimant.

57. The Claimant's solicitor instructed counsel David Murray of Fountain Court Chambers in London to assist the Claimant as follows:

- (i) In about September 2010, reference "Injazat v Najafi and Cummiskey"
- (ii) In about September and October 2012, reference "G Capital – Project Rachel"

58. The Clerk to Fountain Court Chambers raised fee notes on behalf of Mr Murray as follows:

- (i) 13 December 2013, reference "Injazat v Najafi and Cummiskey" - £8,350
- (ii) 14 October 2013, reference "G Capital – Project Rachel" - £3,505

59. The fee notes particularised in paragraph 60 above were paid by the Claimant's solicitor from their client account.

60. The Defendant created or caused to be created the following false fee notes, purportedly raised by Fountain Court Chambers on behalf of Mr Murray:

- (i) 25 April 2013 – Reference "Dubailand v GFH" - £28,300
- (ii) 27 May 2013 – Reference "Dubailand v GFH - £55,300
- (iii) 14 May 2013 – Reference "G Capital – Project Rachel" - £20,000
- (iv) 28 May 2013 – Reference "Dubailand v GFH - £77,300
- (v) 17 July 2013 – Reference "Dubailand v GFH - £99,300
- (vi) 22 August 2013 – Reference "Dubailand v GFH - £118,500
- (vii) 28 August 2013 – Reference "G Capital – Project Rachel" - £38,700

- (viii) 30 August 2013 – Reference “Dubailand v GFH - £41,200
- (ix) 30 August 2013 – Reference “Dubailand v GFH DIAC” - £48,200
- (x) 30 August 2013 – Reference “LUFC v Ken Bates and others” - £72,000
- (xi) 15 September 2013 – Reference “Dubailand v GFH DIAC” - £72,800
- (xii) 16 September 2013 – Reference “Dubailand v GFH” - £27,500
- (xiii) 30 September 2013 – Reference “Dubailand v GFH - £28,300
- (xiv) 30 September 2013 – Reference “Dubailand v GFH DIAC” - £20,000
- (xv) 30 September 2013 – Reference “LUFC v Ken Bates and others” - £64,300
- (xvi) 30 September 2013 – Reference “LUFC v Ken Bates and others” - £62,600
- (xvii) 14 October 2013 – Reference “Dubailand v GFH DIAC” - £25,000
- (xviii) 14 October 2013 – Reference “LUFC v Ken Bates and others” - £24,700
- (xix) 31 October 2013 – Reference “Dubailand v GFH DIAC” - £28,000
- (xx) 31 October 2013 – Reference “Dubailand v GFH” - £25,500
- (xxi) 31 October 2013 – Reference “LUFC v Ken Bates and others” - £27,000
- (xxii) 30 November 2013 – Reference “Dubailand v GFH DIAC” - £20,000
- (xxiii) 30 November 2013 – Reference “Dubailand v GFH” - £58,500
- (xxiv) 30 November 2013 – Reference “LUFC v Ken Bates and others” - £28,000
- (xxv) 24 December 2013 – Reference “Dubailand v GFH” - £29,800
- (xxvi) 24 December 2013 – Reference “Dubailand v GFH” - £48,000
- (xxvii) 24 December 2013 – Reference “Jct 24/7 v LUFC” - £8,500
- (xxviii) 24 December 2013 – Reference “Mark Taylor v LUFC” - £15,000
- (xxix) 24 December 2013 – Reference “LUFC v Ken Bates and others” - £91,378

Total false invoices: £1,303,678

61. Each of the fee notes particularised in paragraph 61 above were false:

- 61.1 They were not raised by the clerk to Fountain Court on behalf of Mr Murray.
- 61.2 They did not reflect sums properly due to Mr Murray.
- 61.3 They did not relate to matters on which Mr Murray was instructed.

62. The Defendant knew that each of the fee notes particularised in paragraph 61 above were false:

62.1 The Defendant created those fee notes, or caused them to be created.

62.2 The Defendant knew that they did not reflect sums properly due to Mr Murray.

62.3 The Defendant knew that they did not relate to matters on which Mr Murray was instructed.

63. The false fee notes particularised in paragraph 61 above were approved for payment by the Defendant in each case.

64. The Defendant procured the payment of these false fee notes to a bank account with the following details:

Account name: David Murray

Bank: Cooperative Bank

IBAN: GB71CPBK08910304267771

Mr Murray does not own or operate any such bank account.

65. The Claimant was induced to make payment on each false fee note.

66. In the circumstances Claimant infers that the account with the Cooperative Bank in the name of David Murray particularised in paragraph 65 above is and was operated by the Defendant.

67. The creation of the false fee notes particularised in paragraph 61 above (or procuring their creation), their approval for payment and the procuring of the payments particularised in paragraphs 65 and 66 above constituted a breach of the Defendant's contractual duty to act at all times in the best interests of the Claimant.

68. Further or alternatively, the creation of the false invoices particularised in paragraph 61 above (or procuring their creation), their approval for payment and the procuring of the payments particularised in paragraph 65 and 66 above constituted a breach of the Defendant's contractual duty to act at all times honestly towards the Claimant.
69. Further or alternatively, the creation of the false invoices particularised in paragraph 61 above (or procuring their creation), their approval for payment and the procuring of the payments particularised in paragraph 65 and 66 above constituted a breach of the Defendant's fiduciary duty to act at all times in the best interests of the Claimant.
70. Further or alternatively, the creation of the false invoices particularised in paragraph 61 above (or procuring their creation), their approval for payment and the procuring of the payments particularised in paragraph 65 and 66 above constituted a breach of the Defendant's fiduciary duty to act at all times in the best interests of the Claimant.
71. By reason of the Defendant's breach of contract and/or breach of fiduciary duty the Claimant has suffered loss and damage:

#### PARTICULARS

Total payments on false invoices Lincoln Associates:	AED 4,190,644
Total payments on false invoices Millnet:	£136,800
Total payments on false invoices GPW:	£810,054.22
Total payments on false invoices Fountain Court	£1,303,678
<b>TOTAL PAYMENTS</b>	<b>AED 4,190,644 and £2,250,532</b>

72. The Claimant is entitled to the return of those misappropriated funds.
73. Further or alternatively, the misappropriated funds, obtained by the Defendant in breach of his fiduciary duties to the Claimant, are held on constructive trust for the Claimant.
74. Further or alternatively the Claimant is entitled to trace and/or follow the funds obtained by the Defendant in breach of his fiduciary duties into assets held by him to the acquisition or retention of which they have been applied. Consequently such assets are held on

constructive trust for the Claimant. At the time of preparing these Particulars of Claim the Claimant is unaware of the use to which its funds have been put. The Claimant reserves the right to further particularise this paragraph following disclosure.

75. Further or alternatively, the Claimant is entitled to an account of the use to which property obtained by the Defendant in breach of trust has been put.

76. The Claimant's inquiries into the conduct of the Defendant are on-going at the time of drafting these particulars. The Claimant reserves the right to amend these Particulars of Claim following the revelation of further breaches of contractual duty and/or fiduciary duty by the Defendant.

AND THE CLAIMANT CLAIMS:

- (1) Damages;
- (2) Interest, pursuant to Article 39 of the DIFC Court Law, in such sum as the Court thinks fit;
- (3) Further or alternatively, a declaration that the funds misappropriated by the Defendant are held on constructive trust for the Claimant;
- (4) Further or alternatively a declaration that so much of the Defendant's assets as were acquired or retained with the Claimant's funds are held on constructive trust for the Claimant;
- (5) Further or alternatively, an account;
- (6) Costs;
- (7) Such further or other relief as the Court thinks fit.

ANDREW BODNAR

Dated this 26<sup>th</sup> day of May 2014

The Claimant believes that the facts contained in these Particulars of Claim are true.

Signed:



JINESH PATEL

On behalf of the Claimant