THE HIGH COURT

RECORD NO. 2015 1468S

BETWEEN

VITALY VIKTOROVICH SALO

PLAINTIFF

AND

SERGEI YURIEVICH TARUTIN

DEFENDANT

JUDGMENT of Mr. Justice Binchy delivered on the 12th day of March, 2019

1. These proceedings originally came before the Court by way of an application for summary judgment brought by the plaintiff against the defendant, in the sum of $1,432,324. The application for summary judgment was grounded upon a judgment already obtained by the plaintiff against the defendant in that amount in the Russian Federation.

2. Since there is no treaty between Ireland and the Russian Federation in relation to the enforcement of judgments, counsel opened to the Court the applicable principles on conflicts of laws and specifically referred me to rules 34-45 of Dicey, Morris & Collins *Conflicts of Laws*, (14 Ed., Sweet & Maxwell, 2006). These rules were developed by the courts of the United Kingdom, but their application in this jurisdiction has been endorsed by the both the High Court and the Supreme Court in *Flightlease (Ireland) Ltd. (In Voluntary Liquidation)* [2006] IEHC 193 and [2012] 1 I.R. 722. The rules were also applied by Finlay Geoghegan J., sitting in this Court, in the case of *Bussoleno Ltd v. Kelly & Ors* [2011] IEHC 220.

3. Rules 35(1) and (2) of Dicey, Morris & Collins provide:-

> "(1) Subject to the exceptions hereinafter mentioned and to Rule 55 (international conventions) a foreign judgment *in personam* given by the court of a foreign country with jurisdiction to give that judgment in accordance with the principles set out in Rules 36 to 39, and which is not impeachable under any of Rules 42 to 45, may be enforced by a claim or counterclaim for the amount due under it if the judgment is
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> > (a) for a debt, or definite sum of money (not being a sum payable in respect of taxes or other charges of a like nature or in respect of a fine or penalty; and
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> > (b) final and conclusive
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> > but not otherwise…
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> (2) A foreign judgment given by the court of a foreign country with jurisdiction to give that judgment in accordance with the principles set out in Rules 36 to 39, which is not impeachable under any of the Rules 42 to 45 and which is final and conclusive on the merits, is entitled to recognition at a common law and may be relied upon in proceedings in England."

4. Rule 36 of Dicey and Morris & Collins provides that a foreign country outside of the United Kingdom has jurisdiction to give a judgment *in personam* capable of enforcement or recognition in four different cases. In this case the plaintiff relies on two such cases. Those are where the judgment debtor was a claimant or a counterclaimant in the proceedings in the foreign country, and where the judgment debtor being a defendant in the foreign court submitted to the jurisdiction of the court by voluntarily appearing in the proceedings. In this case the defendant appeared in the proceedings and was legally represented at the hearing which resulted in judgment against him, and which is the subject of this application for judgment. Furthermore, the defendant brought a counterclaim within those proceedings. Accordingly, the judgment of the Russian Federation meets the requirement of rule 36 of Dicey, Morris & Collins.

5. The question arose however, at the application for summary judgment as to whether or not the judgment obtained in the Russian Federation was impeachable under any of rules 42-45 of Dicey, Morris & Collins. Rule 43 of Dicey, Morris & Collins provides:-

> "43. A foreign judgment relied upon as such in proceedings in England is impeachable for fraud. Such fraud may be either:
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> > (1) Fraud on the part of the party in whose favour the judgment is given; or
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> > (2) Fraud on the part of the court pronouncing the judgment."

6. The defendant relied upon this rule in order to resist the plaintiff's application for summary judgment. It is the defendant's contention that judgment in the Russian Federation was obtained against him through the means of documents bearing a forgery of his signature. Furthermore, the defendant contended that he was not in the Russian Federation when the documents relied upon by the plaintiff were signed, in circumstances where the plaintiff claimed the documents were signed in the Russian Federation. The defendant contended that he produced evidence of his absence from the Russian Federation to the court of first instance. He alleges that those documents remained on the court file, but were not then available to the appellate court. In his affidavit, the defendant further claims that the appellate court was "*influenced by the business partners of the plaintiff with relations to senior leadership of the Russian Federation, as well as a result of corruption in the judicial system of the Russian Federation*." It is apparent from all of this that the defendant claimed before this court, at the summary judgment application, that the judgment relied upon by the plaintiff was impeachable for fraud for both of the reasons set out in rule 43 of Dicey and Morris.

7. At the hearing of the summary judgment application, I asked counsel for the plaintiff whether or not a mere allegation of fraud was sufficient for this Court to decline to grant the plaintiff summary judgment on the basis of the judgment obtained in the Russian Federation. Counsel for the plaintiff very fairly drew my attention to para. 38 of the decision of Finlay Geoghegan J. in *Bussoleno*, wherein Finlay Geoghegan J. cited the following passage from *Halsbury*, and affirmed it as representing the current law in this jurisdiction:-

> "38. Halsbury's 'Laws of England' 4th Ed. Vol. 8 (3) (Reissue/4 at 151) contains a succinct summary of the current law:
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> '151. Judgment Obtained by Fraud
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> A foreign judgment which has been obtained by fraud will not be recognised or enforced in England. The judgment is impeachable whether the fraud was on the part of the court or on the part of the successful party. It is immaterial that the fraud has already been investigated by the foreign court, although in such a case the plea of fraud may involve a retrial in England of the matter adjudicated upon by the foreign court; and it is immaterial that the unsuccessful party in the foreign proceedings refrain from raising the plea of fraud in these proceedings although the facts were known to him at all material times. If, however, the allegation of fraud has been made in fresh proceedings before the foreign court by way of an application to have judgment set aside, the English court may hold the applicant to be estopped from challenging the judgment of the court which he elected to seize or may find it to be an abuse of process of the court for the allegation of fraud to be re-litigated in England.'"

8. So, therefore, it is apparent from the above that a judgment remains impeachable on grounds of fraud even where the fraud has already been investigated by the foreign court and that issue may be retried in the country in which it is sought to enforce the judgment. In *Bussoleno*, Finlay Geoghegan J. held that it was in the interests of justice and a fair and efficient hearing that the Court in that case should restrict the issues to be tried to the issues of fraud raised by the defendant. In doing so, she referred to the powers of the Court in summary judgment applications as set out in O. 37, rr. 7 and 10 of the Rules of the Superior Courts.

9. Similarly, at the conclusion of the application for summary judgment in these proceedings, I decided that it was appropriate to allow the defendant the opportunity to defend the proceedings on the grounds raised by him at the hearing of the application for summary judgment, but on the following limited grounds only:-

> "(i) Whether the signature of the defendant was forged on (a) the acknowledgement of indebtedness to Barford International dated 3rd March, 2007, and/or (b) the notification of assignment of the debt by Barford International Limited to the plaintiff, dated 4th March, 2007 and/or (c) the acknowledgement of indebtedness to the plaintiff dated 5th March, 2007;
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> (ii) Whether there were any irregularities in the presentation of materials before the Moscow City Court in relation to the presence of the defendant in the Russian Federation in March, 2007."
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> The significance of the documents referred to in (i) above, and the role of the Moscow City Court referred to in (ii) will become apparent below.

Evidence of the Plaintiff

10. The plaintiff gave evidence that he first lent money to the defendant in or about 1997. This was undocumented. In 2001, he decided it would be prudent to document the existence of the loan. He discussed this with the defendant who, according to the plaintiff proposed that a company called Antep Limited ("Antep") would repay the loan via another company called Barford International ("Barford"), a British Virgin Islands company owned or controlled by the plaintiff. The defendant denies that this occurred. However, the plaintiff claims and gave evidence that the defendant executed an agreement to this effect which the defendant himself prepared for this purpose, and furnished the same to the plaintiff. By this agreement, which the plaintiff introduced in evidence, and which is dated 1st January, 2001, Antep agreed to pay Barford two separate sums of money, firstly a sum in the amount of US$1,067,539 not earlier than 31st December, 2004, and secondly a sum in the amount of US$4,683,350, to be paid not before 31st December, 2008. This document was signed and sealed on behalf of Antep, under a signature that resembles the disputed signature of the defendant in these proceedings. The plaintiff claims that the defendant also delivered to the plaintiff bills of exchange signed by the defendant on behalf of Antep, in the same amounts as the sums referred to in the agreements above. These documents were also tendered by the plaintiff in evidence.

11. The plaintiff gave evidence that he was unwilling to accept this documentation because it was put forward on behalf of a company, and not the defendant who it is claimed owes the monies personally. The plaintiff therefore suggested that the defendant would personally execute a promissory note in favour of Barford and he submitted a promissory note to the defendant for his signature, whereby the defendant agreed to pay Barford the sum of US$5,751,000. The plaintiff maintains that the defendant signed this promissory note. The defendant denies that he did so. The promissory note, which was tendered in evidence by the plaintiff, and is dated 4th January, 2001, provided that the money would be repayable on demand, and made no provision for payment by specific dates. It too bears a signature closely resembling the disputed signature of the defendant.

12. In 2003, according to the plaintiff, there were further discussions between the parties in relation to the repayment of the money, with a view to establishing a timetable for repayment. The plaintiff prepared a series of documents whereby Barford agreed to sell the promissory note (which was in its own favour) to the defendant for the price already endorsed on the promissory note *i.e.*, the defendant, in effect, agreed to buy back the promissory note already executed by him for the amount which he promised to pay by the promissory note. He agreed to make payment of the amount due by a series of payments to be made between 25th December, 2004 and 25th December, 2008. This agreement also purports to bear the signature of the defendant, and, importantly, records the Russian Federation internal passport number of the defendant as well as his Garda National Immigration Bureau ("GNIB") card number in this jurisdiction. The document also bears the signature of the plaintiff on behalf of Barford. It also bears the signature of two witnesses, a Mr. Rybalkyn and a Mr. Grinyuk.

13. At the time of executing this document in 2003, the plaintiff insisted on obtaining a copy of several documents identifying the defendant, specifically a copy of his internal Russian Federation passport, a copy of his driver's licence and a copy of his GNIB card and the plaintiff claims that these copy documents were also signed by the defendant, on the assistance of the plaintiff.

14. By an agreement alleged by the plaintiff to have been executed by the defendant, and described as "supplementary agreement No. 1" and made on 20th February, 2003, Barford and the defendant agreed to amend the agreement for sale of the promissory note as follows:-

> (i) the value of the promissory note was amended to refer to the sum of US$5,712,921.48;
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> (ii) the schedule for repayment of the amount due was amended. Four different amounts were provided for repayment and, although not referred to in the agreement, the plaintiff explained that each of these amounts related to a different

individual. The amount due to the plaintiff was stated to be US$2,267,225.48, and that was to be repaid no later than 3rd March, 2007. That agreement also provided that all disputes and disagreements arising under the agreement were to be tried in the Gagarinsky District Court of Moscow.

15. Notwithstanding the agreement entered into for repayment of the monies, by 3rd March, 2007, the plaintiff had received no money. According to the plaintiff, this gave rise to further negotiations whereby the plaintiff agreed to accept a reduction in the amount due to him if the reduced debt was repaid by specified dates. The plaintiff said that he had a long business relationship with the defendant and he did not doubt that he would be repaid in due course. He claims that the defendant agreed to these new arrangements, and agreements reflecting the same were drawn up by a lawyer acting on behalf of the plaintiff.

16. The plaintiff claims that this documentation was signed in Moscow in the plaintiff's office on 3rd March, 2007. It was on the basis of this documentation that the plaintiff obtained judgment against the defendant in the Russian Federation. The defendant denies signing any of this documentation or indeed any of the earlier documentation. The documentation relied upon by the plaintiff is as follows:-

> (i) An acknowledgment of indebtedness dated 3rd March, 2007, entered into between Barford of the first part and the defendant of the second part. This agreement referred to the same internal passport number of the defendant as the agreement allegedly executed in 2003 and referred to in para. 12 above. By this agreement, the defendant confirms the existence of a debt of US$5,712,921.48 owing to Barford. Reference is also made in this agreement to the promissory note. This agreement is described as being an agreement supplementary to the contract for sale of the promissory note dated 20th February, 2003. The agreement also bears the internal passport number and the GNIB card number of the defendant.
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> (ii) An agreement dated 4th March, 2007, and described as an agreement "on assignment of rights of claim". In this agreement, the plaintiff is referred to as the "Assignor" and the defendant is described as being the assignee. By this agreement, Barford assigns to the plaintiff the right to claim from the defendant the sum of US$2,267,225.
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> (iii) A notification of the assignment of debt dated 4th March, 2007, the purpose of which was to notify the defendant of the assignment of the debt by Barford to the plaintiff.
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> (iv) An acknowledgment of indebtedness dated 5th March, 2007, whereby the defendant acknowledged himself as being indebted to the plaintiff in the reduced amount of €1,393,462.11. By this agreement, the defendant also agrees to repay this amount to the plaintiff before 4th September, 2009 at a bank address, details of which are provided. Again, the internal passport number of the defendant is referred to in the agreement, but there is no reference to the GNIB card number.

Where appropriate, I will hereafter refer to these documents collectively as the "2007 documents". Document numbers (i), (iii) and (iv) are the documents referred to in para. 9(i) above, being the documents referred to in the court order of 1st November 2017.

17. The plaintiff gave evidence that the defendant failed to repay the monies due under supplementary agreement No. 1 (see para. 14 above) by 3rd March, 2007. It is his case that further discussions then took place with the defendant, as a result of which he was afforded a discount on the amount due by him. In the acknowledgment of indebtedness dated 5th March, 2007, he acknowledged that the amount due by him to the plaintiff was US$1,393,462.11, and he agreed to make payment of that amount before 4th September, 2009. Although there were four documents dated on successive dates, i.e. one dated 3rd March, two dated 4th March and one dated 5th March, 2007, it was the evidence of the plaintiff that all documents were, in fact, signed in his office in Moscow on 3rd March, 2007, and dated sequentially, to reflect the sequence of obligations undertaken by the parties. So, therefore, in the acknowledgment of indebtedness dated 3rd March, 2007, the defendant acknowledges the existence of a debt of US$5,712,921.48 as owing to Barford, and payable upon demand; immediately following upon that, and by an agreement on assignment of rights of claim dated 4th March, 2007, Barford assigns its rights under the contract for sale of promissory note dated 20th February, 2003, to the plaintiff; and by a further acknowledgment of indebtedness dated 5th March, 2007, the defendant acknowledges himself as being indebted to the plaintiff in the sum of US$1,393,462 arising pursuant to the agreement for sale and purchase of the promissory note of 20th February, 2003, and the assignment of rights claim of 4th March, 2007.

18. It should be pointed out, however, that it was claimed for the first time at the hearing of this application that although each of these documents bears a different date, they were actually all signed on the same date at the offices of the plaintiff. The plaintiff said in evidence that Mr. Grinyuk was present when the documents were signed by both plaintiff and defendant. The plaintiff added that there were, in fact, four contracts of assignment signed on 3rd March, one of which related to the monies owing to himself, and three others related to the monies owing to the other parties referred to above, but which have no bearing upon these proceedings. The plaintiff confirmed that no money was to be paid to him by the defendant following upon the execution of these agreements. He, therefore, issued proceedings in the Russian Federation against the defendant in November, 2009.

19. The plaintiff also gave evidence that in preparation for these proceedings, he checked the Moscow City Court file to see what documents of identification were produced to that Court by the defendant. He said that he found out that the defendant had produced his internal passport to that Court, and also a new driving licence which was issued to replace the defendant's expired licence. These were the documents handed in by the defendant to the Gagarinsky District Court.

20. Having issued proceedings, the plaintiff initially obtained judgment against the defendant in default of appearance. The defendant succeeded with an application to have that judgment set aside on the grounds that he did not receive service of the proceedings. The proceedings then came on for hearing, on a defended basis, before the Gagarinsky District in Moscow on 14th April 2011. The defendant denied that he had executed any of the documents dated 3rd, 4th or 5th March, 2007, and arising out of that, the Court directed that a handwriting expert should examine the documents relied upon by the plaintiff. The defendant appeared and was represented in Court on the date in which this order was made.

21. A report was then procured from a hand writing expert. The expert, *inter alia*, compared handwriting samples provided by the defendant with those signatures appearing on the documents relied upon by the plaintiff. These documents included the internal passport of the defendant, (the same passport as that referred to in the documents relied upon by the plaintiff) and the driving licence of the defendant. The expert concluded that the documents concerned were likely to have been executed by the defendant, but it was impossible to answer the question categorically because it was not possible to identify a sufficiently high number of matching characteristics in the signatures

22. Following upon the report of the handwriting expert, the trial of the matter resumed on 28th March, 2012. While the defendant did

not appear in Court on this occasion, he was represented. On this occasion, the Court dismissed the plaintiff's claim and upheld a counterclaim of the defendant to the effect that the documents relied upon by the plaintiff should be declared void.

23. The plaintiff then appealed that decision to the Civil Cases Division of the Moscow City Court, which, on 18th October, 2012, overturned the decision of the District Court and granted judgment in favour of the plaintiff. In doing so, the Moscow City Court held that the Gagarinsky District Court had erred in its allocation of the burden of proof as regards the authenticity of the defendant's signature on the documents relied upon by the plaintiff. The appellate court noted that while maintaining that the signature and the documents concerned was not his, the defendant offered no proof of those assertions. The Court also noted that the defendant had failed to produce any documentation or proof that he was not in Moscow when the disputed documents were signed.

24. The Court referred to the report of the handwriting expert, and noted that there are processes for determining that a signature has been forged, but no such signs had been detected by the handwriting expert as regards the signature of the defendant. The Court, therefore, concluded that there were no grounds for not believing the conclusions of the expert analysis, or the testimony of the expert.

25. Accordingly, the appellate court overturned the decision of the Gagarinsky District Court and gave judgment against the defendant in favour of the plaintiff in the sum of US$1,432,324. The defendant then purported to appeal the judgment of the Moscow City Court to the court of cassation, but on 19th April, 2013, that Court dismissed the appeal of the defendant.

26. The plaintiff confirmed that the acknowledgment of indebtedness completed by the defendant in favour of the plaintiff was one of four such documents, and that the defendant had signed three other identical documents (save as to amount), one of which was in favour of Mr. Grinyuk, another of which was in favour of a Mr. Ribalkin and the third of which was in favour of a Mr. Levchenko. The plaintiff confirmed that Mr. Grinyuk was present on 3rd March, 2007, when the documents were signed, but that the other parties were not present. The plaintiff said that following upon execution of the documents by the defendant, he arranged for the acknowledgments signed in favour of Mr. Ribalkin and Mr. Levchenko to be delivered to them for their signature. Subsequently, he gave the originals of the acknowledgments of indebtedness to the defendant at a meeting that took place approximately one month later.

27. Under cross-examination, the plaintiff said that the monies owing by the defendant to the plaintiff, as well as the other three parties, were advanced in cash to the defendant. He said the monies were advanced in dollars.

28. It was put to the plaintiff that the defendant had no involvement of any kind with Antep, and that the defendant denied signing the agreement of 1st January, 2001, which the plaintiff claimed the defendant had put forward, to document the loan. The plaintiff said that this was not correct and affirmed his evidence previously given that the defendant had put forward the proposal involving Antep.

29. It was put to the plaintiff that, at least, up until the time he swore his affidavit grounding his application for summary judgment on 22nd October, 2015 that he maintained that the acknowledgment of indebtedness dated 5th March, 2007, had been signed on that date. The plaintiff denied that he ever used the word signed and referred to the use of the word "issued" in his affidavit. He was then asked what did he mean by "issued", to which he replied that all of the documents executed by the defendant, referred to in para. 16 above, were signed on 3rd March, 2007, but that in order to give a logical sequence to the events provided for in those documents, the documents themselves were dated sequentially. He denied that he ever said that the documents were signed on three different days.

30. The plaintiff was asked where the agreement of 1st January, 2001, allegedly given to him by the defendant was signed. He said that he did not know, that when the document was handed to him, it had already been signed. He was asked the same question in relation to bills of exchange of 1st January, 2001, and the promissory note of 4th January, 2001. Again, he confirmed he was not present when they were signed.

31. He was then asked when these documents were given to him, and he said that they were handed to him in Moscow at around that time *i.e*. January, 2001.

32. It was then put to the plaintiff that the defendant was not in Moscow at this time. The plaintiff was handed a copy of the defendant's international Russian Federation passport (for the period 1999-2004) which indicated that the defendant left the Russian Federation by car on 12th November, 2000, and did not return until 8th September, 2002. It was put to the plaintiff that the defendant could not have handed the documents to the plaintiff in Moscow in January, 2001.

33. To this, the plaintiff replied that he had no idea what kind of passport the defendant used to come and go from the Russian Federation. He said that the defendant could have had another passport. Whatever the explanation, he said that he met the defendant in Moscow in 2001 and was handed these documents by the defendant.

34. In relation to the 2007 documents, he affirmed his evidence in chief that these documents were signed by the defendant on 3rd March, 2007, at his (the plaintiff's) Moscow offices. He said the meeting at which the documents were signed lasted, at least, four hours and may be up to five or six hours. He did recall that the defendant was pressed for time. He said the meeting started at about midday. He was asked did he recall why the defendant was pressed for time and he said that he understood it was because he had to be at the airport for a flight by a particular time. It was then put to him that the defendant actually left the Russian Federation on a Swiss Air flight at 7.10 a.m. that very morning, and that he could not, therefore, have attended any meeting in the offices of the plaintiff. The plaintiff re-affirmed that the defendant was at the meeting.

35. The plaintiff was handed a copy of the defendant's international passport for the period 2004-2009, which indicates that the defendant left the Russian Federation on 3rd March, 2007. He was also handed a copy of a document which it was claimed was evidence of an airline ticket, in the name of the defendant, relating to a flight departing from Moscow at 7 a.m. that day. The plaintiff said he had no knowledge of any of these documents and affirmed that the defendant was in his office from midday on 3rd March, 2007, for approximately five or six hours. It was put to the plaintiff that he had always maintained that the 2007 documents were executed on 3rd, 4th and 5th March, 2007, and that he only changed his mind in this regard faced with evidence, in the form of the defendant's passport, that he was not in Russia on 4th or 5th March, 2007. The plaintiff denied all of the above.

Evidence of Mr. Vladimir Grinyuk

36. Mr. Grinyuk was called in evidence on behalf of the plaintiff. He confirmed the evidence of the plaintiff in relation to the execution of the 2007 documents at the offices of the plaintiff on 3rd March, 2007. He confirmed that this meeting occurred at the offices of the plaintiff and that it lasted three or four hours. He also confirmed that the defendant executed identical documentation (save as to

amount) in his favour, as well as in favour of the other two parties who had also advanced monies to the defendant at the same time.

37. On cross-examination, Mr. Griniyuk confirms that all documents were signed on 3rd March, 2007, and that there were no further meetings, either on 4th or 5th March, 2007, to sign documents. He said he could not explain why the documents dated 4th and 5th March, 2007, were so dated, because they had been signed on 3rd March, 2007. He said that he could only speculate on the matter, but he felt it was probably because the documents were dated on the date on which they were intended to come into effect from a legal perspective. He said that he himself is no longer owed any monies by the defendant. He confirmed that the meeting on 3rd March, 2007 commenced at about midday and lasted several hours, but he could not remember exactly the time at which the meeting ended. It was put to him that his account of the meeting was entirely fictional, because the defendant left Russia on that morning at 7:10am, and he replied that this was impossible.

Evidence of Mr. Vladimir Schekotikhin

38. Mr. Schekotikhin is a lawyer in practice at the Moscow City Bar. A copy of his registration at the Bar was handed into Court. He confirmed that he acted on behalf of the plaintiff at the Gagarinsky District Court hearing. He also acted at that time on behalf of Mr. Grinyuk and Mr. Levchenko. He also acted on behalf of the plaintiff before the Moscow City Court, in connection with the plaintiff's appeal to that Court.

39. In the course of his evidence, Mr. Schekotikhin confirmed that the defendant at all times claimed that he owed no money to the plaintiff and that he did not sign any the documentation upon which the plaintiff was relying to prove the debt. However, the defendant's position was based on verbal assertions only, and was in no way corroborated, whether by witnesses or documentation.

40. He said that the decision of the Gagarinsky District Court was grounded on its conclusion that the defendant was not in the Russian Federation at the time the 2007 documentation was allegedly signed. Since the Court based its conclusion on the uncorroborated evidence of the defendant, Mr. Schekotikhim considered it appropriate to lodge an appeal to the Moscow City Court. He said that the law of the Russian Federation is that each side must prove its own case by reference to evidence. The plaintiff produced all of the original documents to prove the existence of the loan. The defendant, for his part, while denying his signature on these documents, produced no corroborative evidence.

41. Mr. Schekotikhin confirmed that the defendant produced his internal Russian Federation passport and driving licence at the Gagarinsky District Court in order to produce independent evidence of his signature for the purposes of comparing those signatures, as well as another signature taken during the sitting of the Court, with the signatures endorsed on the documentation in dispute.

42. Mr. Schekotikhin was asked if the defendant had produced his international Russian Federation passport to either court. He said that at no stage did the defendant produce a copy of his international passport. He was asked whether or not the defendant or his lawyer, at the appeal hearing before Moscow City Court, made any submissions to the Court regarding the production of the international passport before the Gagarinsky District Court. This question was put forward in the context that the defendant asserted that his international passport had been produced to the Gagarinsky District Court, but that passport was not then on the court file for the purposes of the appeal. Mr. Schekotikhin said he did not remember the exchange word for word, but he did recall that it was asserted on behalf of the defendant that a copy of the international passport had been produced at the Gagarinsky District Court hearing, but as far as he was concerned, no documentary evidence was brought before either court on behalf of the defendant to demonstrate that he was not in the Russian Federation at the relevant time. Mr. Schekotikhin said that he had checked the court files (both the Gagarinsky District Court file and the Moscow City Court file and no copy of the international passport was on either file).

43. Upon cross-examination, Mr. Schekotikhin confirmed that he only ever saw a copy of the defendant's internal passport, which was produced for the purposes of signature comparison. Mr. Schekotikhin also pointed out that the decision of the Gagarinsky District Court made no reference at all to the defendant producing his international passport.

44. He was also asked whether it was the position of the plaintiff before the courts in Russia that documents had been signed on either 4th or 5th March. He said that his position was that all documents had been signed on 3rd March, 2007. He added that it would not be logical for the defendant to attend in the same office on three different occasions to sign these documents which all related to the same loan. He said there would be no point in such an exercise where several parties were involved and it would be sufficient for the documents to be signed on the same date, but dated different dates to reflect the dates on which obligations were intended to take effect.

Evidence of Handwriting Experts

45. The plaintiff engaged a Mr. Sean Lynch, Forensic Document Examiner, to examine the alleged signature of the defendant as endorsed on the 2007 documents and to compare those signatures with sample signatures provided by the defendant. Mr. Lynch examined all of the contentious documents in the case, including the documents which the plaintiff claims he was given by the defendant in 2001, the documents which the plaintiff claims were completed in 2003 and the documents which the plaintiff claims were completed in 2007. He compared these documents with the signatures of the defendant as appearing on his internal Russian passport, his Russian driving licence and his GNIB card. It was Mr. Lynch's conclusion that, on the balance of probability, there was handwriting evidence to support the proposition that the signature of the defendant on the deed of acknowledgment of indebtedness dated 5th March, 2007, was signed by the same person who signed the 2001 documents and, more importantly, given that they are independent documents, the internal passport of the defendant, his Russian driving licence and his GNIB card. He found that there were significant similarities and no significant differences between the signature endorsed on the deed of acknowledgment of indebtedness dated 5th March, 2007 and the other sample signatures of the defendant.

46. Under cross-examination, Mr. Lynch agreed that if all contested documents were eliminated for signature comparison purposes, he would have, for comparison purposes, just three signatures that are indisputably those of the defendant, with which to compare the disputed documents. That being the case, he accepted that his analysis would have to be inconclusive because he would have an insufficient number of undisputed signatures, against which to compare disputed signatures.

47. The Court then heard evidence from a Mr. Dave Madden, document examiner retained on behalf of the defendant. Mr. Madden had access to a wider range of documentation provided by the defendant. This included his Irish passport, his AIB bank card, a Bank of Ireland cheque, an income tax return and an AIB Visa card as well as the defendant's internal Russian Federation passport and his Russian driving licence. Mr. Madden concluded that the exemplar signatures, of which there were nine, were consistent with one another and from the same source. He found, however, that the signatures were of a low complexity, made up of only two or three segments with one or two pen lifts between them. Such signatures have a very low resistance to simulation by a third party. He then compared these signatures with the signature on the deed of acknowledgment of indebtedness dated 5th March, 2007, and concluded as follows:-

(i) that the signature on the deed of acknowledgment of indebtedness compared very favourably with the exemplar signatures;

(ii) that the signature on the deed of acknowledgment of indebtedness dated 5th March, 2007 was written with moderate speed in a similar fashion to the exemplar signatures, and showed no signs of hesitation, unnatural movements or unusual pen lifts; and

(iii) that there were no significant differences between the signature on the deed of acknowledgment of indebtedness of 5th March, 2007 and the exemplar signatures.

48. Having made those findings, however, Mr. Madden then reached a conclusion that it was inconclusive as to whether or not the defendant was indeed the "author" of the signature on the deed of acknowledgment of indebtedness. He considered that it was inconclusive because of the low level of complexity of the signatures involved and that in his opinion, the possibility of a simulation by a third party must be considered significant.

Evidence of Defendant

49. The defendant confirmed that he knew the plaintiff since about 1999. He confirmed that he did some work for the plaintiff at the time, helping him to establish a business in Ireland, setting up a company and providing assistance in obtaining tax advice. He said he received a modest payment for this work.

50. The defendant denied ever having received the monies which the plaintiff claims he advanced to the defendant. He denied providing or executing the promissory note in 2001. He further denied delivering any documents to the plaintiff in 2001, as alleged by the plaintiff.

51. The plaintiff said that he left Russia in his car in November, 2000. He said that he was already living here in Ireland at that time. He put a copy of his international passport into evidence (being the passport applicable to this five year period, 1999-2004) which shows that he left Russia by car on 12th November 2000 The plaintiff said that he next came back to Russia, by airplane, on 8th September, 2002, and this is also endorsed on the copy passport.

52. The defendant said that he had some ongoing business with the plaintiff of a minor nature. In 2003, he was asked to be a nominal director of a company of the plaintiff called Silverfair Limited. He said that he helped with a problem involving that company in 2004. He said that this was the only business that he had with the plaintiff between 2003 and 2007.

53. The plaintiff was asked what led him to be in Moscow in March, 2007. He said that he had been running a Russian newspaper in Ireland since 2001. He said that in January, 2007, he was invited to Moscow for a media event. He said that the organisers of the event booked his flight tickets with Swiss Air and he put a copy of an email into evidence, purporting to be evidence of a Swiss Air ticket. This document indicated that the plaintiff was booked on a flight out of Dublin at 12:50 on 1st March, 2007, arriving in Moscow on 2nd March, 2007 at 2 a.m. The defendant said that on arrival in Moscow he drove to his parents' house about one and a half hours away from the airport, arriving there at about 4 a.m. He said that he then attended the conference to which he was invited at about 10 a.m. on 2nd March, 2007, in Moscow. He said that on arrival in Moscow after the conference on that date, he went to a publishing house a Russian daily newspaper for whom he had written an article. He said he was at the offices of that publishing house from about 3 p.m. and he took a photograph of two of its personnel in an office at about 6:30 p.m., which he put into evidence. He said that he then went home to his parents' house and had dinner and went to bed because he had to rise early the next day for his flight home. He was required to check in for that flight on 3rd March, 2007 at 6:20 a.m. He said that the flight departed at 7:10 a.m. Accordingly, it is the defendant's case that he did not attend any meeting in the office of the plaintiff later the same day, or in subsequent days.

54. The defendant was then questioned about the proceedings before the Gagarinsky District Court. He was asked why he believed that the Court had a copy of his international passport. He said that he provided an electronic copy of his international passport to his legal representatives for the purposes of the case, in November, 2010. However, he said that he was not present in Gagarinsky District Court when this copy document was put into evidence. He was asked why he believed this document was shown to the Court and he said he was so informed by his legal representatives. The defendant was then asked by his own counsel as to why he believed he was successful in defending the proceedings before Gagarinsky District Court, and he said that he thought it was because the dates upon which it was alleged the 2007 documents were executed, were inconsistent with his proven travel arrangements. By this, he meant the entries shown on his international passport for the period 2004-2009, which indicate, *inter alia*, that he left the Russian Federation on 3rd March, 2007.

55. The defendant was asked whether or not he was aware if his international passport was presented to the Moscow City Court, for the purposes of the appeal of the decision of the Gagarinsky District Court. He said he did not know other than that he was told by his legal representative that the international passport was no longer on the court file. He said that he would have expected this document to be produced at the appeal hearing before Moscow City Court. The defendant expressly denied signing all documentation relied upon by the plaintiff. He confirmed, however, that the signatures appearing on his internal Russian passport dated 12th August, 2002, his Russian driving licence dated 22nd June, 1999, and his GNIB card expiring on 17th December, 2003, were all his signatures.

56. However, under cross-examination, it was put to the defendant that it was only at the opening of the hearing of these proceedings that it was conceded on behalf of the defendant that the signatures as appearing on those three documents were indeed, in each case, the authentic signature of the defendant. The defendant denied that he had disputed the signatures on these documents. However, it was put to him that the issue was raised on affidavit by the solicitor for the plaintiff and that the defendant did not reply either on affidavit or in correspondence to the issue, and did not accept the authenticity of these signatures until the opening of the trial of the action. The defendant would not accept that this was so.

57. The defendant confirmed that he was in attendance at Gagarinsky District Court on 14th April, 2011. He said, however, that his international passport was produced in Court on a different day, when he was not present. He said that both international passports were produced to the Court, i.e. one for the period of 1999 – 2004, and the other for the period 2004–2009. He agreed that the only documentation provided to the Court to demonstrate that he was not in the Russian Federation in 2003, or 2007, (when the documents relied upon by the plaintiff were executed) were the copies of his international passports. He agreed that no other evidence was provided to show that he was not in Russia on those dates.

58. The plaintiff was then referred to the copy of his international passport for the period 1999-2004. The defendant acknowledged that this international passport demonstrated that he was in the Russian Federation between 13th February, 2003 and 26th February, 2003. The agreement for sale of the promissory note was signed on 20th February, 2003. At the Gagarinsky District Court, the

defendant had pleaded that he was not in the Russian Federation on that date. The defendant replied that, while he may have been in the Russian Federation, he was not in Moscow on that date and in answer to a question on the point, he replied that the plaintiff must have known that he, the defendant, was in Russia and that he deliberately chose to date the agreement for sale of promissory note to coincide with the period when he knew the defendant was in Russia. He agreed, however, that the agreement for sale of the promissory note accurately referred to his internal passport number 45 03 519181 and his GNIB card number 15352. He could not explain how these numbers could have been endorsed on the agreement for sale of the promissory note of 20th February, 2003.

59. The defendant was referred to his international passport for the period 2004-2009) and confirmed that he believed that this passport was made available to the Gagarinsky District Court. This passport shows that he arrived in Russia on 2nd March, 2007, and departed on 3rd March, 2007. It was put to him that if he had provided the Gagarinsky District Court with his two international passports covering the period 1999–2009, that Court would have seen that he was present in Russia when the agreement for sale of the promissory note was signed on 20th February, 2003 and was, again, present in Russia on 3rd March, 2007, the first date in the sequence of dates endorsed on the 2007 documents. It was put to him that for this reason, he deliberately chose not to put these passports into evidence before the Gagarinsky District Court. It was put to him that had these passports been made available to the Gagarinsky District Court, he would not have been able to make any argument that he was out of the country when certain documents were signed, and he had no answer to this proposition.

60. The defendant was asked if he prepared any of the documents on which there is reference to Antep-Group Limited. He confirmed that he had not done so. This question was put to him twice for the sake of clarity and he gave the same answer on each occasion. He was then referred to the Swiss Air ticket information as recorded in an email which he handed into Court and referred to in para. 53 above. In particular, he was referred to the email address referred to in that ticket which was: antepc@eircom.net. He was asked if he could explain this email address. He answered that this was an email address that he had had for years and that he did not use it very often. He was asked if he could explain the similarity between that email address and the company name Antep-Group Limited and he replied that he had no comment to make on this point.

61. He was then asked why he did not produce evidence in relation to his alleged Swiss Air flight booking to the courts in Russia. He answered that nobody advised him to do so. It was put to him that he was, at all times, trying to prove to the courts in the Russian Federation that he was not in the Russian Federation when certain documents were signed. There was no explanation for this other than that his counsel volunteered that he had advised the defendant to search for evidence as to his travel arrangements for the purposes of these proceedings.

62. The defendant was then referred to the decision of Gagarinsky District Court in which it is recorded that he spent 4th May, 2007 to 5th May, 2007, at the Cathedral of Christ the Saviour in Moscow. This was the venue for the conference which the defendant claimed he attended in Moscow on 2nd March 2007. He agreed that he had only been once in that Cathedral for the conference to which he had referred in his evidence in chief and accordingly, he believes that the reference to the month of May, 2007 in the decision of the Court should have been to March 2007. It was put to the defendant that the event which he attended in Moscow at this time actually started on 5th March, 2007, and not on 2rd March, 2007. To this, he replied that it was possible that the conference did not start officially until 5th March, 2007, and that on 3rd March, 2007 he was attending a pre-conference event rather than the conference itself.

63. The defendant was referred to his LinkedIn page. He was referred to an entry in which he is described as an executive manager in Antep Group Limited. At first he denied any responsibility for this entry. He then accepted that he did make the entry but said that the company referred to on his LinkedIn page was not Antep Group Limited, British Virgin Islands, but a Russian company of the same name. It was put to him that when he was asked previously if he had any connection with "Antep-Group" he said he did not and did not qualify his answer in any way. He made no reply at all to this proposition.

64. He was again asked if he ever held himself out as being a director of Antep Group, British Virgin Islands and he replied that he had not done so. He was asked to provide details of all email addresses that he had used and he had provided the following:-

- antepc@eircom.net
- antepc@hotmail.com
- gazeta@eircom.net

65. He was asked if he used any other email addresses, whether by way of other Hotmail or Yahoo accounts and he answered that he did not. He was then asked to give his full name to which he replied, Sergei Yurievich Tarutin. He was asked if he ever used the email address sut235@hotmail.com. He replied that he did not. He was asked if he sent an email which was handed into evidence. This was an email from the email address sut235@hotmail.com addressed to: vsalo@yandex.ru and dated 13th May, 2002. This email (as translated) stated:-

> "As far as I understand it, this mail was sent prior to our conversation on the phone? Evidently, the contract should be made out to Antep-Group Limited. Columbia House, Road Town, Wikhams Bay, Tortolla, BVI.
>
> The only other thing is that the date should be no later than June 2000.
>
> Sergi."

66. The defendant denied sending this email. He was then asked if he stood over his position that he never had any association with Antep Group Limited, to which he replied "no". He also said that he could not produce to the Court any certificates of incorporation of Antep Group Limited in Russia.

67. Finally, the defendant was asked how the plaintiff could have obtained particulars of his, the defendant's internal passport and GNIB card in order to endorse the numbers of those documents on the documents relied upon by the plaintiff. The defendant had no idea how the plaintiff might have had access to either his passport or the GNIB card, but he suggested that the plaintiff must have managed to get access to those documents illicitly.

Submissions

68. Counsel for the plaintiff submitted that the best starting point in consideration of the case is the report and evidence of the handwriting expert engaged by the Gagarinsky District Court, because this was an agreed document produced by a court appointed expert in Russia. The report considered all of the disputed documents, together with a number of exemplar signatures of the

defendant. That court expert found no evidence of forgery on any of the documents relied upon by the plaintiff.

69. Secondly, up until the hearing of these proceedings, the defendant's position was that he was never in the Russian Federation at the time of execution of any of the documents relied upon by the plaintiff. He then had to accept during the course of these proceedings that he was present in the Russian Federation in February, 2003, and on 2nd and 3rd March, 2007. Moreover, having initially said that he was at a conference on 2nd March, 2007, he subsequently had to change this version of events when it was put to him that the conference did not start until 5th March, 2007 – he said he was at an event preliminary to the conference.

70. The defendant denied any association with Antep Group Limited and then had to retract that denial, but only did so when faced with clear evidence that he had an association with that entity.

71. The defendant asserted that his original passport had been produced to the Gagarinsky District Court, but in evidence, he gave a different account, stating that he had produced, electronically, his international passport to his lawyers, who then produced a copy of that passport to the Court.

72. The plaintiff gave evidence that he declined to enter into an arrangement with the defendant whereby the liability of the defendant would be undertaken through a company. He insisted on documenting the arrangements and to that end obtained details of the defendant's internal passport and GNIB card to record on the documentation. The final instalment was due for payment to the plaintiff on 3rd March, 2007, and, it is submitted, it is surely an unbelievable coincidence that the defendant should be present in Moscow on that same date for a conference. For all of these reasons, it is submitted that the defendant has lost all credibility, while on the other hand the plaintiff's case has been demonstrated to be consistent and credible.

73. On behalf of the defendant it is submitted that he could not have signed the 2001 documentation, because his international passport shows that he was absent from Russia for the period of November–September 2002. The defendant left Moscow early on 3rd March, 2007. It was only at the hearing of these proceedings that the plaintiff claimed that the documents dated 4th and 5th March, 2007, were, in fact, signed on 3rd March, 2007. There was evidence that the defendant a flight reserved to leave the Russian Federation at 7:10 a.m. on 3rd March, 2007.

74. As to the signatures themselves, the evidence of all experts indicated that it was not possible to provide a definitive opinion. All experts agreed that the structure of the signature was simple. The plaintiff's own expert agreed that if the disputed samples that he examined were excluded, he did not have a sufficient sample of signatures to form an opinion. The defendant's expert examined ten sample signatures and his findings were inconclusive. Accordingly, it is submitted that it is unsafe for the Court to conclude that the signature on the documents relied upon by the plaintiff was that of the defendant.

75. It is also submitted that there was evidence of irregularities before the courts in Russia. The defendant says he produced a copy of his international passport to Gagarinsky District Court. That Court was satisfied that the defendant could not have signed the disputed documents because he was "beyond the borders of the Russian Federation" and the Court, therefore, considered that it had sufficient evidence to recognise the counterclaim of the defendant, by which it is understood that this refers to the defendant's claim that the claim of the plaintiff should be dismissed. It was submitted on behalf of the defendant that the evidence of the plaintiff's own lawyer before this Court corroborates the plaintiff's claim that the presiding judge at Gagarinsky District Court had sight of the defendant's international passport, because Mr. Schekotikhin acknowledged that there had been a discussion before the Gagarinsky District Court about the plaintiff's international passport.

76. It is submitted that the decision of the Moscow City Court on appeal, is very unusual, recording, as it does, that there were no documents confirming the absence of the defendant from Moscow when the documents relied upon by the plaintiff were signed. This is unusual, it is submitted, given the findings of the Gagarinsky District Court to the opposite effect. It is submitted that if the international passports of the defendant had been before the Moscow City Court, seven out of eight of the disputed documents would have been excluded from consideration by the Court.

Conclusion

77. First, it is appropriate to remark upon the highly unusual circumstances giving rise to these proceedings. Those circumstances are that the plaintiff, together with a number of other lenders, advanced a loan to the defendant in excess of $5 million, in cash and without a contemporaneous record of the transaction or promise to repay on the part of the defendant. In the ordinary course, such an unusual transaction would be subjected to considerable scrutiny. That such scrutiny did not occur in this instance is because of the order that I made on the conclusion of the application for summary judgment, whereby I confined the matters to be considered at plenary hearing to whether or not the signature of the defendant was forged on the documents referred to in para. 9(i) above, and whether or not there were any irregularities in the presentation of materials before the Moscow City Court. That order was made without any knowledge as to the circumstances in which the loan was allegedly advanced. As a result, those were the only issues with which this Court was concerned at the plenary hearing of these proceedings and it follows that this decision is only concerned with those issues and not with the unusual circumstances in which the plaintiff alleges that he and others advanced sums of money by way of loan to the defendant.

78. The question as to whether or not a document was forged is, of its very essence, one of creditability. If, during the course of his or her evidence, the creditability of a person making or denying such an allegation is undermined, then that is likely to have a significant impact on the Court's consideration of the evidence of the witness on the substantive issue as to whether or not the signature of a person is genuine or a forgery.

79. In this instance, it is the defendant who contended that his signature on the documents relied upon by the plaintiff is a forgery. He does not place any significant reliance on the evidence of any of the handwriting experts, and submits that that evidence is not helpful to either party as it is largely inconclusive. Instead, he says that the signature on the various documents could not be his, because he was not in the Russian Federation when these documents were signed and he claims that critical documentation, which was available before the court of first instance, was not available to the Moscow City Court for the hearing of the appeal.

80. The difficulty for the defendant is that he was proven to be an unreliable witness. Firstly, he was forced to accept under cross-examination that he was in the Russian Federation for a period during 2003, when, on 20th February of that year, an agreement for sale of the promissory note was signed. The defendant contends that he was not in Moscow when this agreement was signed, but his starting position had been that he was not in the Russian Federation at all at the time.

81. Secondly, and more importantly because it relates to the documentation specifically referred to in the order that I made on 1st November 2017, it transpired that the defendant was also in the Russian Federation on 3rd March, 2007. Thirdly, while he said he was only in Moscow at that time for a conference, during the course of his evidence he was forced to admit that the conference did not

start until 5th March, 2007, and so, he modified his story to say that he was there on 2rd March, 2007, for an event preliminary to the conference.

82. Fourthly, the defendant denied outright that he had anything at all to do with the Antep Group on whose behalf documentation was given to the plaintiff in 2001, making proposals for repayment for the amount claimed. The defendant was then forced under cross-examination to acknowledge that he had an association with a company called Antep or Antep Group Limited, which he contended was a Russian company and not the British Virgin Island company referred to in the documentation presented by the plaintiff. This evidence is utterly unbelievable.

83. The combined effect of all of this is that, upon the conclusion of the cross- examination of the defendant, no reasonable person could have been left in any doubt that his evidence to the Court on key issues was untruthful and that, as a matter of probability, the signature on all of the documentation relied upon by the plaintiff, and which the plaintiff claimed to be that of the defendant, is indeed that of the defendant. Moreover, this is borne out by other factors, in particular, by the fact that the documentation relied upon by the plaintiff correctly identifies the plaintiff's internal passport number and GNIB card number. The defendant was not able to offer any explanation as to how the plaintiff might have obtained this information, unless the documentation was provided by the defendant himself.

84. Furthermore, while the report of the various handwriting experts are not conclusive, each of the reports does tend to support the proposition that the plaintiff signed the documentation. The Russian expert in his report stated that "some of the characteristics are not particularly significant for identification purposes, therefore these characteristics form an aggregate that is close to being unique, and sufficient for drawing only a probable conclusion that notes no. 7, 9, 11,13, 15 under analysis were in fact executed by Sergei Yurievich Tarutin". The documents referred to include the acknowledgements of indebtedness of 3rd and 5th March, 2007. The defendant's own expert, Mr. Madden concluded that while the signatures were of low complexity and, therefore, vulnerable to simulation, the disputed signatures compared very favourably with exemplar signatures, there were no significant differences and there were no signs of hesitation, unnatural movements or unusual pen lifts in the disputed signatures. The plaintiff's expert reached similar conclusions. So therefore, while the expert evidence is not conclusive, the fact that three experts reached such a similar conclusion lends significant weight to the argument that the defendant did indeed endorse his signature on the disputed documents. Since the evidence is not conclusive however, it may be rebutted by any more persuasive evidence found in the defendant's favour. But no such evidence emerged.

85. As to the argument of the defendant that there was corruption within the courts of the Russian Federation, insofar as he claims that his international passport (or passports, given that there were two such passports for the period) went missing from the Gagarinsky District Court file, that argument is undermined by his own evidence that he did not, in fact, produce his international passport to the Court at all, but only sent an electronic copy of it to his lawyers. It also begs a question as to why his lawyers did not simply reproduce that same document before the Moscow City Court at the hearing of the appeal, since they would or should have had a copy of it, because, according to the defendant himself, he had provided them with an electronic copy and not the original passport. Moreover, it is in my view of some significance that the decision of the Gagrinsky District Court, which is a reasoned decision in favour of the defendant himself, makes no reference to the defendant's international passports being produced before that Court. Since the argument that he was not at any of the relevant times in the Russian Federation was advanced before that Court, it seems extraordinary that a decision in his favour on this very issue makes no reference at all to the production of his international passports, if they were produced to that Court.

86. In any case, his international passports would not have shown what he initially claimed i.e. that he was not in the Russian Federation at any time either in February 2001 or during the period of 3rd – 5th March, 2007. Furthermore, Mr. Schekotikhin gave evidence that while he recalled discussion before the Court regarding the defendant's international passport, he did not recall it being produced to the Court. In my view, the evidence advanced by the defendant falls considerably short of even a *prima facie* case that there was any corruption in the conduct of the appeal hearing before the Moscow City Court.

87. The defendant has, therefore, failed to establish that the signatures relied upon by the plaintiff as being those of the defendant on the acknowledgment of indebtedness of 3rd March, 2007, and the notification of assignment of the debt by Barford International to the plaintiff dated 4th March, 2007 and the acknowledgment of indebtedness to the plaintiff dated 5th March, 2007, were forged. I accept the evidence of the plaintiff and Mr. Grinyuk, that as likely as not, all of these documents were signed on the same date, but dated on sequential days in order to give them a logical sequence of effect. I also agree with the point made by Mr. Schekotikhin that it would be highly unlikely that the parties would reconvene on three successive days to sign the documentation.

88. Since I have been satisfied that the signatures of the defendant on the documents which he disputes are, on the balance of probabilities, signatures of the defendant, and since I have also been satisfied there is no evidence of corruption in the court processes in the Russian Federation, I am satisfied that the plaintiff should be granted summary judgment in the amount claimed.