Neutral Citation Number: **[2026] EWHC 1712**

Case No: **CL-2025-000477**

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISON
COMMERICIAL COURT
BUSSINESS AND PROPERTY COURTS OF ENGLAND AND WALES (KBD)

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

Date: **17th June 2026**

Before:

Sean O'Sullivan KC (sitting as Deputy Judge of the High Court)

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Between:

Tecnimont S.p.A. and **LLC MT Russia**	**Claimants**
- and -	
LLC Eurochem North-West-2 and **Andrey Egorov**	**Defendants**

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Alan Maclean KC and Tom Leary (instructed by **McDermott Will & Schulte**) for the **Claimants**
Paul Lowenstein KC and William Stewart-Parker (instructed by **Collins Botiuk**) for the **First Defendant**

Hearing dates: **17th June 2026**

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JUDGMENT

Wednesday, 17 June 2026

SEAN O'SULLIVAN KC

1. This is the hearing of the first claimant ("C1")'s application for permission to serve a contempt application out of the jurisdiction by alternative means on the first and third defendants who are based in Russia.

2. For reasons that do not matter for present purposes, it has been agreed that the application, although originally made in the name of both claimants, should be treated as pursued only by C1.

3. The background is that, on 21 November 2025, Mr Justice Butcher made an order under section 42 of the Arbitration Act 1996 to enforce peremptory orders of a London arbitration tribunal restraining the first defendant ("NW2"), from pursuing Russian proceedings commenced in breach of the arbitration agreements between NW2 and the claimants. That order is referred to by the parties as "the Butcher Order", and I will adopt the same nomenclature.

4. The peremptory orders were made in an ongoing London-seated ICC arbitration between the claimants, NW2, and the former second defendant.

5. The proceedings against the second defendant were discontinued in November 2025. Again, that does not matter for my purposes.

6. The third defendant, Mr Egorov, is the executive director, and the only director, of NW2 who appears, on the basis of his own evidence in the proceedings, to have sole authority to act for NW2. He is not party to the arbitration.

7. There is a long history between the parties, most of which is summarised in the judgment of Mr Justice Butcher: see [2025] EWHC 3151 (Comm).

8. In outline, NW2 engaged the claimants as EPC contractors. Following the imposition of EU trade sanctions in relation to Russia and economic sanctions on the controller of NW2, the contracts were, the claimants say, suspended in May 2022.

9. The claimants commenced a London-seated arbitration under ICC Rules against NW2 on 15 August 2022 and NW2 initially participated in that arbitration. In parallel, NW2 pursued the banks who had issued performance bonds in Commercial Court proceedings for payment under those bonds. That claim was ultimately rejected by Mr Justice Bright.

10. Following that decision by Mr Justice Bright, NW2's strategy in relation to the arbitration appears to have changed. C1 says that NW2 started to litigate what was previously the subject of its counterclaim in the arbitration through the Russian courts. In addition, NW2 has taken steps in Russia to restrain the claimants from continuing the arbitration and has obtained interim measures in Russia against the claimants' assets.

11. The claimants obtained a number of orders from the Tribunal to restrain NW2's breaches or alleged breaches of the arbitration agreements. In particular, on 13 October 2025, the Tribunal concluded that the Russian court actions and anti-arbitration applications constituted breaches of the arbitration agreements and made peremptory orders about withdrawing and staying those actions and applications.

12. The Tribunal also gave the claimants permission to make a section 42 application to the court to secure NW2's compliance with those orders.

13. NW2 did not, the claimants say, comply with the orders. The claimants made an application to the Commercial Court seeking an order against NW2 requiring them to comply with the peremptory orders made by the Tribunal by withdrawing the extant Russian action, withdrawing the Russian anti-arbitration applications and the Russian interim measures application, and having any orders discharged.

14. Mr Justice Butcher, as I have said, made the order sought in the Butcher order. The Court of Appeal upheld that decision.

15. Since then, C1 says that NW2, in breach of the Butcher Order and hence in contempt of court, failed to withdraw or discharge, or even attempt to withdraw or discharge, its claims and applications in Russia.

16. On 28 January 2026, the claimants issued the contempt application in respect of the defendants' breach of the Butcher Order.

17. The claimants attempted to serve NW2's solicitors, Collins Botiuk, with the contempt application pursuant to CPR 81.5(2). However, Collins Botiuk objected to service on behalf of NW2 on 5 February 2026 and also stated that they were not instructed by Mr Egorov in relation to the contempt proceedings.

18. I should make clear at the outset that neither NW2 nor Mr Egorov appear to object to service out of the jurisdiction in principle. Their position is that service should take place in accordance with the Hague Service Convention ("the HSC").

19. As I will explain further in due course, Mr Egorov has not actively participated in the contempt proceedings to date, although he has sent a letter to the court referring to his rights under the HSC.

20. Realistically, to the extent it is necessary (which it probably is for Mr Egorov, but probably is not for NW2), there could be no answer from either defendant to an order for service out of the jurisdiction. For example, CPR PD 6B, paragraph 3.1(24) now provides a straightforward ground for permitting a non-party to the original proceedings, including company directors, to be served with contempt applications out of jurisdiction. I am satisfied that I can and should grant that permission to the extent required.

21. That is not really the point in issue. As Mr Lowenstein KC for NW2 put it, the fundamental issue on this application, as far as it concerns NW2, is whether C1 should be required to serve the contempt application on NW2 in Russia using the HSC procedures or whether it can, as Mr Lowenstein puts it, short circuit those procedures by serving on NW2's English solicitors.

<u>The law</u>

22. C1 relies as against NW2 on CPR 81.5. That provides, 81.5(1):

> "(1) Unless the court directs otherwise in accordance with Part 6 and except as provided in paragraph (2), a contempt application and evidence in support must be served on the defendant personally.
>
> (2) Where a legal representative for the defendant is on the record in the proceedings in which, or in connection with which, an alleged contempt is committed—
> (a) the contempt application and evidence in support may be served on the representative for the defendant unless the representative objects in writing within seven days of receipt of the application and evidence in support;
> (b) if the representative does not object in writing, they must at once provide to the defendant a copy of the contempt application and the evidence supporting it and take all reasonable steps to ensure the defendant understands them;
>
> (c) if the representative objects in writing, the issue of service shall be referred to a judge of the court dealing with the contempt application; and the judge shall consider written representations from the parties and determine the issue on the papers, without (unless the judge directs otherwise) an oral hearing."

23. In ADS Securities v Tennor Holding (Unreported, 13 February 2024), His Honour Judge Pelling KC (sitting in the Commercial Court) was concerned with purported service under this rule. In his ex tempore judgment, he commented (at [4]):

> "It is necessary before turning to the substance to remember that these are contempt proceedings. It therefore follows that they are criminal proceedings for the purpose of Article 6 of the European Convention on Human Rights and as a result it is necessary to ensure that a heightened level of procedural safeguard is applied in relation to every aspect of the process. These points were set out comprehensively by Carr LJ (as she then was) in Navigator Equities Limited & Anor v Deripaska [2022] 1 WLR 3656. In paragraph 82 of that judgment, she identified a number of principles of general application which have to be borne in mind in relation to all committal proceedings. Those included, amongst other things, emphasising the need for heightened procedural protection, whilst at the same time acknowledging that orders and undertakings must be complied with even if burdensome, inconvenient and expensive."

24. He continued at [13]:

> "CPR Rule 81.5 proceeds on the assumption that the defendant in the proceedings is also the respondent to the application for committal. Therefore, and in those circumstances, it creates an exception to the requirement for personal service by permitting service on the solicitors on the record as acting for the defendant. The default rule strictly is that contempt applications must be served personally on defendants to them."

25. On the back of this there was some debate between the parties as to whether CPR 81.5(2) is a (or the) "default" provision where a legal representative is on the record in proceedings. I did not find this very enlightening. The important point must be that CPR 81.5(2)(c) is engaged here and hence I must "determine the issue". It was common ground that means decide whether the application can be served on the legal representative. But how should that issue be determined?

26. CPR 81.5(2)(c) was considered in passing in MBR Acres Ltd v Maher [2022] EWHC 1123 (QB) where Mr Justice Nicklin indicated at [103] that:

> "The default position is that personal service is required but a modified form of alternative service by service on a legal representative is permitted where one is on the record for the defendant."

27. However, he continued:

> "If objection is taken to service on a legal representative, then it appears that valid service has not been effected and the matter must then be referred to a judge for a decision."

28. Again, it is interesting that the learned judge called this “a modified form of alternative service”, but it does not fully grapple with the key question from my perspective.

29. Mr Lowenstein emphasised the authorities about the service of contempt applications more generally such as Commercial Bank of Dubai v Al Sari [2024] EWCA Civ 643. That case concerned whether an order listing a committal application was properly served by text and email, where permission for such service had not been sought in the contempt application itself, but only at an earlier phase of the underlying proceedings. The Court of Appeal made clear that the contempt application and all documents in the contempt application must be validly served under CPR 81 whether by personal service or service on solicitors on the record under 81.5 or specifically ordered alternative service.

30. Lord Justice Males held at [44]:

> "In principle I would hold that such an application must be made in contempt proceedings and that it is not sufficient that an order for service of 'all other documents' by alternative means has been made in an earlier phase of the proceedings. I accept the submission... that because of the high standard of procedural fairness required in contempt proceedings it is necessary for the court to consider specifically whether service by alternative means is appropriate to bring the documents in question to the defendant's attention in proceedings or a phase of proceedings which are essentially penal and where their liberty is at stake."

31. At [48], quoting from an earlier decision of the Court of Appeal in The *Eastern Venture* [1985] 1 All ER 923 (Dunn LJ):

"…committal for contempt of court is an extreme remedy and whatever the relationship between the solicitor may be and whatever knowledge in fact the person to be proceeded against for contempt of court has, nonetheless the committal proceedings will be bad unless the rules are strictly complied with. The reason for this of course is that committal proceedings are not like civil actions for breach of contract: they concern the liberty of the subject."

32. Of course, that is all really concerned with compliance with the rules, not with what the rules require. It might also be noted also that the defendants were not in the event permitted to take the point objecting to the service of the listing order on appeal.

33. Mr Lowenstein submitted that, having regard to the primacy of personal service and the importance of the protection offered by the rules about service for contempt applications, CPR 81.5(2)(c) is the functional equivalent of a decision as to whether the court should permit alternative service, i.e. in the form of service on a legal representative, absent that representative actually being authorised by their client to accept the same.

34. I have my doubts about that. It seems to me that this new provision is more likely to combine a recognition that (i) where a representative is on the record, that is likely to ensure the defendant is fully notified of the application, but (ii) there might be some scenarios in which that is not true, and the representative who cannot comply with subparagraph (b), ought to be given an opportunity to say so.

35. I suspect that, if I really needed to, I would determine that issue in favour of C1 for reasons on which I will expand below. However, in the present circumstances, I am minded to take a more cautious route and assume, without deciding the point, that I should treat this situation as equivalent to an application for alternative service under CPR 6.15.

36. That cautious approach offers two advantages. First, it provides a familiar structure for a decision which might otherwise lack any proper underpinning, in a way which recognises

that it is, to quote Mr Justice Nicklin, "a modified form of alternative service". Second, it brings the approach to service on NW2 into line with that for Mr Egorov, which has the potential to solve some of the complexities that would otherwise arise about how one would or how one should ensure the applications against the two defendants are heard together, which is clearly desirable.

37. Accordingly, I turn to CPR 6.15, which is undoubtedly relevant to the application in relation to Mr Egorov and may by analogy be relevant to NW2. That provides:

> "Where it appears to the court there is a good reason to authorise service by a method or at a place not otherwise permitted by this part, the court may make an order permitting service by an alternative method or at an alternative place."

38. On the face of it, therefore, it requires a good reason for alternative service.

39. It was said in Abela v Baadarani [2013] UKSC 44 at [24]:

> "The only bar to the exercise of the discretion under rule 6.15 (1) or (2), if otherwise appropriate, is that, by rule 6.40(4) nothing in a court order must authorise any person to do anything which is contrary to the law of the country where the claim form is to be served."

40. I should make clear that is not this case. It is not suggested that the manner of service which is proposed here would be illegal in Russia.

41. I note also that Abela made clear that the conclusions it was drawing were not directly relevant to HSC cases (see, for example, at [34]).

42. Where the defendant is domiciled in an HSC country, and the country in question has stated its objection under Article 10 of the HSC to service otherwise than through its designated authority, it is now tolerably clear that relief under rule 6.15 will only be granted in "exceptional circumstances" or "special circumstances", i.e. where there is

some factor sufficient to constitute good reason notwithstanding the significance which is to be attached to the Article 10 HSC reservation. See Société Générale v Goldas [2018] EWCA Civ 1093 at [31] to [35]. This is to ensure that the treaty obligation is not subverted.

43. In M v N [2021] EWHC 360 (Comm) Mr Justice Foxton (as he then was) said at [9]:

> "iii) In proceedings in which the HSC is engaged, there are a number of cases which have held that merely avoiding delay or inconvenience will not be sufficient to constitute "good reason" (Deutsche Bank AG v Sebastian Holdings Inc, [28]), Société Générale v Goldas Kuyumculuk Sanayi [2017] EWHC 667 (Comm), [49(9)(a)]).
>
> iv) In those cases where the country in question has stated its objection under Article 10 of the HSC to service otherwise than through its designated authority, it has been held that relief under Rule 6.15 will only be granted in "exceptional circumstances" (Société Générale, [49(9)(b)], approved at [2018] EWCA Civ 1093, [33-35]; Marashen Limited v Kenvett Limited [2017] EWHC 1706 (Ch), [57]; Punjab National Bank (International) Ltd v Srinivasan [2019] EWHC 89 (Ch)) or in "special circumstances" (if that is different): Russian Commercial Bank (Cyprus) Ltd v Fedor Khoroshilov [2020] EWHC 1164 (Comm), [96-97].
>
> v) There has been some debate as to what the requirement of "exceptional" or "special circumstances" means, but it has generally been interpreted as requiring some factor sufficient to constitute good reason, notwithstanding the significance which is to be attached to the Article 10 HSC reservation (see for example Koza Ltd v Akcil [2018] EWHC 384 (Ch), [45-49], Richard Spearman QC).
>
> vi) However, it is clear that there are circumstances in which an order for alternative service will be appropriate in HSC cases (or to put matters another way, in which good reason for making such an order can be established notwithstanding the HSC factor)…"

44. He continued at paragraph 10:

> "In addition, orders for alternative service are routinely made in the Commercial Court, even in HSC cases, in claims for relief under the Arbitration Act 1996..."

45. Then he went on to indicate in paragraphs 12 and 13 how the court treats arbitration cases, making clear that, in such cases, and especially in cases involving the enforcement of arbitration awards, the English court is in favour of a policy of "speedy finality".

46. It was common ground between the parties before me that knowledge of the proceedings on the part of the defendant cannot suffice as "exceptional circumstances" but is nevertheless a critical factor. One of the cases to which I was referred in this context is the decision of Mr Justice Popplewell in Société Générale v Goldas [2017] EWHC 667 (Comm), where, in the course of a very helpful summary of the principles which are relevant to the alternative service, he said:

> "A critical factor is whether the defendant has learned of the existence and content of the claim form: Abela at [36], Barton at [19(ii) and (iii)]. If one party or the other is playing technical games, this will count against him: Abela at [38]; Barton at [19(vii)]. This is because the most important function of service is to ensure that the content of the document served is brought to the attention of the defendant: Abela at [37]."

47. It seems clear that "The mere fact that a defendant learned of the existence and content of the claim form cannot without more constitute a good reason to make an order under rule 6.15(2). On the other hand, the wording of the rule shows that it was a critical factor": see Abela at [36]. I would summarise all of that by saying knowledge is necessary, but is no means sufficient, to fulfil the test.

48. Similarly, delay is not sufficient on its own. In Marashen v Kenvett [2017] EWHC 1706 (Ch), David Foxton QC (as he then was) said in [57]:

> "(i) "exceptional circumstances", rather than merely good reason, must be shown before an order for alternative service other than in accordance with the terms of the treaty can be used; and (ii) mere delay or expense in serving in accordance with the treaty cannot, without more, constitute such "exceptional circumstances". I say "without more" because delay might be the cause of some other form of litigation prejudice, or be of such exceptional length as to be incompatible with the due administration of justice."

49. It was held in that case that a delay of 8 to 12 months without more did not amount to exceptional circumstances.

50. In Avonwick Holdings v Azito Holdings [2019] EWHC 1254 (Comm), Mrs Justice Moulder gave an example of such "litigation prejudice", namely where there was a trial date which would not be effective unless alternative service was permitted.

51. In Evison v Finvision [2020] EWHC 239 (Comm), Mr Justice Teare, at paragraph 57, said:

"First, this is a striking case because it appears that very shortly after the anti-suit injunction was issued and served it was breached. No defence to the allegation of an immediate breach has been suggested save that Mr A and Mr Y have suggested that Evison has lost its right to complain of that breach. Second, the Russian proceedings have been pursued with such vigour and speed that Finvision has not only obtained judgment from the Russian Courts but that judgment has been enforced so that Finvision is now the majority owner of OEB. It is to be noted that the LCIA tribunal was so struck by the conduct of Finvision as at March 2019 that it granted permission for Evison to make an application to this court for an anti-suit injunction 'because in the view of the Tribunal, in the light of the steps that Finvision has taken, the present case is truly exceptional.' Third, the contempt allegation is due to be tried in June 2020. Directions have already been given for the respondent's evidence to be served... It is obviously desirable that the case against Finvision and the case against Mr A and Mr Y be heard at the same time. If service is not by alternative means Mr A and Mr Y will not be party to the hearing because the evidence is that service in accordance with the Hague Service Convention will take about 8 months ... There is therefore a very special reason why it is necessary that service be by alternative means so that the trial against all respondents can be heard at the same time. This is, it seems to me, a very cogent example of 'litigation prejudice' which would flow from the delay involved in serving by means of the Hague Service Convention..."

52. I note that in that case there were already directions in place for a hearing of the contempt application against Finvision.

53. Other examples of exceptional circumstances include where there are grounds to believe that HSC service will be ineffective or obstructed or where the nature of the proceedings means that delay is inappropriate. The point of course is that, while these things might often be seen in cases of this special kind (i.e. where alternative service is being sought),

they are “exceptional” by comparison with the usual case where there is to be service under the HSC.

54. For example, in Deutsche Bank v Sebastian Holdings [2017] EWHC 459 (Comm), Mr Justice Teare observed at [28] that:

> "Monaco is party to the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters ... In those circumstances it is accepted that service by alternative means should be regarded as 'exceptional, to be permitted in special circumstances only': see Cecil v Bayat [2011] 1 WLR 3086, para 65, per Stanley Burnton LJ. Service by alternative means: "'may be justified by facts specific to the defendant, as where there are grounds for believing that he has or will seek to avoid personal service where that is the only method permitted by the foreign law': see Cecil v Bayat, para 68, per Stanley Burnton LJ."

55. In that case, Mr Vik had been asked to specify a date, time and place for personal service in Monaco but had chosen not to do so. Also the evidence suggested that he was unwilling to be served personally, given his conduct in the litigation to date. That, and the history of his obstruction, led the court to conclude that alternative service on his former London solicitors was appropriate, despite Monaco being party to the HSC, on what was said to be the exceptional basis that there were "grounds to believe that Mr Vik would seek to avoid personal service in Monaco." See [28].

56. In Koza v Mustafa Akcil [2018] EWHC 384 (Ch) at [61], the court considered alternative service to be appropriate given that there were "real grounds for concern that resorting to or being confined to the Hague Convention may never produce any service at all or could produce a long delay beyond that normally expected under the Convention." In that case there were serious allegations of wrongdoing against the regime in Turkey, its control of the Turkish judicial system and the fact that one defendant was an organ of the Turkish

state. That was said to make it unlikely that the HSC method of service, which directly involved the Turkish Ministry of Justice, would be effective.

57. In terms of the nature of proceedings, in Olympic Council of Asia v Novans [2022] EWHC 2910 (Comm), the exceptional circumstances were identified at [19], with the first reason given by Mr Justice Butcher being:

> "What is at issue here is a contempt application. Such application should if possible be dealt with expeditiously in order to ensure compliance with, and uphold the authority of, court orders."

58. His second reason was:

> "There is no doubt that the means which have already been used to bring the application to Mr Gringuz's notice have been effective. There is no plausible case that alternative service would cause Mr Gringuz any prejudice."

59. He then gave other reasons concerning the difficulties of service in Ukraine in the immediate aftermath of the Russian invasion. He recognised a risk that those circumstances meant that service might not be possible.

60. His fifth reason included the following:

> "I also consider that there is force in the submission made on behalf of OCA that Mr Gringuz's conduct in instructing Bargate Murray Ltd to represent him for the purposes of this hearing but not to accept service of the Contempt application betokens a desire to make service difficult."

Application of the exceptional circumstances test

61. Having carefully considered the evidence before me, I am satisfied that the threshold of exceptional circumstances is met. I reach this conclusion for a number of interlocking

reasons, no one of which would suffice on its own. These are also the reasons why I would determine the CPR 81.5(2)(c) issue in favour of permitting service on NW2's legal representative. Indeed, they probably go some distance beyond what is necessary for that purpose.

62. First, it seems to me that the extent of delay that will be caused by the process is unacceptable in these special circumstances of this case.

63. The expert evidence agrees that it might take something of the order of 6 to 8 months for service in Russia. However, in Fortuova v Shushary [2023] EWHC 796 (Ch), Mr Justice Edwin Johnson used an estimate of 13 and a half months based on information from the Foreign Process Section of the Royal Courts of Justice. In this case, on 12 May 2026, contact with the UK Foreign Process Section produced the information that the English Court's current estimate for service of documents in Russia under the HSC currently exceeds 12 months.

64. Whichever period is adopted, delay in and of itself, whether for six months or more than a year, would not amount to exceptional circumstances. NW2 is plainly right to say that C1 cannot complain that the HSC framework does not suit its purposes. It cannot say that it finds the international treaty obligations of the state in which it contracted to arbitrate inconvenient, more costly, or slower than it would like.

65. But it is nevertheless important to have regard to the nature of these proceedings, both in the sense that they involve enforcement of orders made in arbitration (see M v N), and in the sense that they involve contempt proceedings, which should, if possible, be dealt with expeditiously in order to ensure compliance with and uphold the authority of court orders, a principle which applies with even greater force where what is alleged is a continuing

breach or failure to comply (see Olympic and also Chief Constable of Kent Police v Taylor).

66. An additional factor, which is also important to my assessment, is that C1 is facing efforts by NW2 to enforce the Russian judgments around the world. As explained by Mr Molfa, the defendants are taking active steps to enforce Russian orders and judgments worth over 2 billion euros, including in India and Malaysia. On the face of it, that is being done in breach of orders of this Court.

67. On 22 December 2025, for example, NW2 issued proceedings before the Bombay High Court in India seeking interim relief to freeze the claimant's assets in India, by way of security for the damages awarded under one of the Russian court actions. I understand the Indian court has thus far refused to grant this relief, on the basis that the matter is subject to arbitration, but that is not really an answer to the point.

68. On 8 January 2026, NW2 issued further enforcement proceedings in respect of one of the Russian judgments, similar to the Indian action but this time in Malaysia.

69. I refer also to the evidence that C1 is suffering real reputational damage as a result of the steps which are being taken by NW2 in Russia and around the world. I do not need to get into the detail of that for present purposes, but I have no doubt that the damage is real and will continue so long as those activities continue. Mr Maclean KC for C1 says those other courts may have regard to findings of contempt even if the Russian courts do not. I see the force of that submission.

70. In those circumstances, I accept Mr Maclean's submission that it is not acceptable for the court to be unable to determine the contempt application for a period of at least six months

and perhaps much longer. I reject Mr Lowenstein's submission that there is no urgency. The urgency is a direct product of the nature of the contempt proceedings seeking to enforce arbitration orders and the problems which NW2's actions in Russia and around the world are said to be creating for C1.

71. I do not agree that C1 is to be criticised, or treated as the cause of delay, for seeking to use the CPR 81.5(2) service method, when NW2 had - and has - solicitors on the record. I do not see that the C1 has done anything wrong in expecting this application could be dealt with on paper, since that is what CPR 81.5(2)(c) suggests would be the norm.

72. I acknowledge that there might be said to be a tension between, on the one hand, suggesting that an order for alternative service might be justified, in part, by the fact that these are contempt proceedings, which should be progressed expeditiously, and on the other, emphasising the need for procedural rules and protections to be respected in such proceedings. I accept Mr Lowenstein's submission that it is necessary in contempt proceedings to ensure that a heightened level of procedural safeguards is applied in relation to every aspect of the process, considering their quasi-criminal nature, engaging a party's right to a fair trial under Article 6 of the ECHR.

73. The answer to that seems to me to be found in my second group of reasons, which is that there is no doubt in my mind that NW2 and Mr Egorov are and will be fully notified and aware of and informed about these contempt proceedings. The procedural safeguards to which Mr Lowenstein correctly refers are not intended to be performative. They are not just steps in an elaborate dance. The purpose they serve is to ensure that defendants to contempt proceedings are fully able to defend themselves. Accordingly, the force of that point is greatly reduced when, as here, there is absolutely no cause for concern about that.

74. It is striking that NW2's solicitors are continuing to act for them and, for that purpose, are also continuing to take instructions from Mr Egorov, attending this hearing and instructing counsel. There is no suggestion that Collins Botiuk might have any difficulty communicating with their clients or anything of that kind. The explanation given for the position which NW2 has adopted on service is that the HSC permits them to insist on service using the official route, and they are doing so. The present case is a million miles away from one where there is a genuine reason for concern about whether the defendants to contempt proceedings will be aware of what is being served, when, etc.

75. It is said that it might make a difference in Russia that the proceedings are served in accordance with Russian law, but I am doubtful as to whether that is relevant to my analysis, and the point has not been fleshed out in the evidence in any meaningful way in any event. For the purpose of the English contempt proceedings, I am satisfied that, as in Olympic, NW2 will not be prejudiced in any way by an order for alternative service.

76. Mr Egorov is in a slightly different position because he has not engaged yet with the contempt proceedings. However, it is clear that he is on notice of them, as demonstrated in particular by his letter to the court, dated 23 March 2026. Moreover, I emphasise that, from 23 October 2025, Mr Egorov became the sole director of NW2 and, on his own evidence "the sole person authorised to act on behalf of" NW2 without a power of attorney.

77. Documents have already been sent to him at the email address which he himself used and the proposal is that he be served by emails to the in-house counsel, on whom the claimants have previously been granted permission to serve documents as a representative of NW2, and NW2's generic email box plus, and especially by service on Collins Botiuk.

78. I am satisfied that taking those steps, and, as I say, especially ensuring that there is service on Collins Botiuk, will be just as good in every material respect as service on Mr Egorov personally via the HSC. Collins Botiuk are careful to say that they do not act for Mr Egorov, and I am sure that is strictly correct, but they have not answered the obvious point made by Mr Maclean that Collins Botiuk must be in communication with him. If Mr Egorov is the sole director of NW2 and Collins Botiuk are acting for NW2, they must be communicating with him. If not, I would expect them to say so, in clear terms, because otherwise that inference is irresistible.

79. Again, it is important for me to remember that the absence of prejudice cannot amount to exceptional circumstances on its own. It is a necessary, rather than a sufficient, ingredient for permitting alternative service in a contempt case. But it is undoubtedly of great importance that no practical reason (relevant to the contempt proceedings) has been identified why either defendant would be in a better position in the event of service pursuant to the HSC, save for the delay which doing so would cause.

80. My third set of reasons is that there seem to me real reasons for concern, on the evidence before me, about whether service via the Russian courts will ever be effective. There is evidence that the Russian courts will sometimes refuse to serve proceedings and that the targets of service can evade service simply by refusing to attend when notified to do so.

81. More specifically, C1's expert, Mr Gerbutov, says in the present case (at paragraph 20 of his first report):

> "There is a high risk that the Russian courts will deny a service request where there is an anti-suit injunction prohibiting the relevant foreign proceedings from a Russian court and/or where the recipient is a sanctioned Russian person or the relevant dispute is sanction related."

82. NW2's expert, Mr Vyacheslavov, agrees that there are some cases in which this may happen, and appears also to agree that it might happen in the context of anti-suit injunctions, or at least that the existence of an anti-suit injunction may be circumstances which the Russian court takes into account. His report, which is a model of straightforwardness for an independent expert, refers to paragraph 2 of Article 265 of the Commercial Procedure Code in Russia, for example, which gives, as a reason for non-performance by the Russian court, that the service would violate Russian public policy.

83. He gives two recent examples of that happening in relation to requests where an anti-suit injunction had been granted by a Russian court. In his reply report, he describes all of this as being just part of the HSC mechanism as applied by the Russian courts. But that is really C1's point.

84. Mr Gerbutov also explains, at paragraph 21 of his first report, that:

> "There are cases where Russian persons simply ignore the hearing scheduled by Russian courts to perform the service requests under the Hague Convention, which results in the Russian courts concluding that they are unable to perform the service requests."

85. Again, I understand this to be accepted by Mr Vyacheslavov, and hence Mr Lowenstein, who says that this is the Russian process. To quote Mr Vyacheslavov, it is "one possible outcome of the HSC mechanism in Russia."

86. Mr Lowenstein says that C1 is speculating that NW2 will not turn up when notified. I do not agree that it is just speculation. It is based upon the largely undisputed history. It seems to me important in this context that the evidence suggests that NW2 has simply ignored the orders of the tribunal and this court. Mr Molfa outlines in particular the steps taken since the Butcher Order, including that:

a. On 27 November 2025, less than a week after that order, NW2 attended a merits hearing in the Russian court and obtained a judgment from the Moscow Arbitrazh court ordering the claimants to pay approximately 2 billion euros (designated in roubles).

b. On 10 December 2025, NW2 attended a merits hearing of the anti-arbitration applications at the St Petersburg Arbitrazh court where those injunctions were granted purporting to prevent the claimants from continuing the arbitration and any proceedings before these courts including the present proceedings and to impose significant statutory penalties on the claimants in the amount of approximately 870 million euros should they fail to comply with those injunctions.

c. On 22 December 2025, NW2 applied for a writ of execution in respect of the Russian judicial penalties and legal costs ordered by way of the anti-arbitration injunctions which would allow the bailiffs in Russia to commence enforcement proceedings.

87. That chronology is not really disputed by NW2. To take that chronology into account on the present application is not "conclusory", as Mr Lowenstein submitted. By having regard to this, as I consider what the defendants are likely to do when faced with the possibility of service under the HSC, I am not making any finding of contumelious breach, let alone making a finding to the standard that will be necessary for the purpose of proving contempt. I take entirely at face value Mr Lowenstein's statement that defences will be identified at the relevant time. Given what I have seen and been told, I suspect those defences will be to the effect that NW2 and Mr Egorov were and are required to take the steps about which complaint is made in order to comply with their obligations as a

matter of Russian law and hence they have, if you like, an excuse for failing to comply with the Butcher Order.

88. Of course, the same could no doubt be said about taking steps to avoid service of the contempt application, so this offers no real answer to my concern about that. If anything, as Mr Maclean submits, it is cause for increased concern.

89. In the same way as for Mr Justice Teare in Evison, where he described as relevant factors the immediate and unjustified breach of the court's anti-suit injunction, and the vigour and speed with which a Russian judgment had been obtained and enforced, I must be entitled to have regard to how matters currently appear on the evidence before the court. I cannot be obliged to close my eyes to the evidence about what has happened to date, as I consider the probabilities going forward.

90. That being so, I am satisfied that this evidence reveals an unwillingness, whether for good reasons or ill, on the part of NW2 and Mr Egorov, to comply with orders of the Tribunal and this court, and as part of that unwillingness, a strategy of taking every available step to generate delay to the enforcement of those orders.

91. There are parallels between (i) Mr Vik refusing to provide a date, time and place for personal service in Deutsche Bank and (ii) NW2's solicitors refusing to accept service while remaining on the record, and even while instructing counsel to contest this application. More importantly, as in that case, the history of obstruction here, including repeatedly seeking stays, and declining to accept service, and disobedience, provides a guide to how the defendants will behave in the future. I strongly suspect that those efforts on the part of NW2 will include seeking to persuade the Russian courts not to carry out

service, and also refusing to cooperate with that process if the Russian courts do fix a hearing for service.

92. A further factor is the role of the Russian courts and organs of state in the events which are the subject matter of C1's contempt application. As Mr Lowenstein described, there is undoubtedly currently a tension between the English courts and the Russian courts in that regard. More importantly, as I have already said, is that NW2 has already sought and obtained anti-arbitration measures in Russia. In making those orders, the Russian court has accepted NW2's submission that EU sanctions law as it applies in the arbitration "contradicts the public order of the Russian Federation" , and that, because the arbitration is seated in London, it is in "an unfriendly state" and should in effect be disregarded.

93. That is, in my judgment, a useful guide to how the Russian courts might approach a request to serve NW2 or Mr Egorov received from the English Court.

94. There is also evidence that NW2 has sought to undermine the procedure of the English proceedings by instigating a Russian criminal investigation. On 19 January 2026, the CEO of the second claimant, Mr Eveinov, was taken in for questioning by the Russian police in Moscow. It appears to be admitted by Mr Egorov that this was the product of a criminal complaint he had made which complaint largely reproduces NW2's case in the arbitration. C1 says this is another sign that the Russian state is prepared to take steps to disrupt the arbitration and these proceedings at the behest of NW2 and Mr Egorov.

95. It would be absurd for me to pretend that this is not happening or ignore the fact that all of this makes something very different from the ordinary case where the HSC is being used to serve in a Hague Convention country. As in Koza v Mustafa Akcil, I take the view that

these amount to "real grounds for concern that resorting to or being confined to the Hague Convention may never produce any service at all".

96. Mr Lowenstein says that the court should wait and see what happens and can make an order for alternative service when expectation becomes reality. He even suggests that there is a policy to that effect in the English court. I see no sign of such a policy in the cases to which I have been referred. It is obviously true that, if the Russian courts had already refused to assist, or NW2 had otherwise prevented service taking place by the HSC method, the evidence of exceptional circumstances would be stronger and the case against alternative service perhaps unarguable. But that is just a question of evidence and how a claimant might evidence exceptional circumstances. The case to which I have already referred do not suggest it is only possible to form a view about these risks once they have manifested. Here they emerge clearly on the expert evidence, and by reference to what has happened to date.

97. C1 also had a point based on its expert evidence, where Mr Gerbutov said that the Russian courts normally treat a Russian party notified of foreign proceedings as being validly served by "effective notification" in any event regardless of the HSC. I am not sure how far I can take that point, which represented the main area of disagreement between the Russian law experts. I cannot resolve that difference of view between them and, in any event, this does not seem to alter the fact that Russia is a party to the HSC and that Russia has given a reservation under Article 10, so only a state mechanism of legal process is permitted in Russia under the HSC is. The fact that the Russian courts allow email service in some circumstances is said by C1 to “draw the sting” of that reservation, but I am not sure I see how it does so. In any event, in the light of my conclusions, C1 does not need

to soften the exceptional circumstances test and therefore I do not need to dwell on this last point any further.

98. For those reasons, I am satisfied that there are exceptional circumstances here. This is a bizarre situation where delay is truly being sought for delay's sake, in a context where delay of even six months would be highly unsatisfactory. Moreover, I am satisfied that the likelihood is that service via the HSC in Russia would not be successfully achieved, and I see no good reason why everything should be put on hold until that expectation becomes a reality. There seemed to me to be a series of parallels here with the Olympia case, and I arrive at the same conclusion on "exceptional circumstances" as Mr Justice Butcher did in that case.

99. I will grant the application and permit service of the contempt application in the manners proposed by C1.