



Neutral Citation Number: [2026] EWHC 1970 (KB)

Case No: KB-2023-004194

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 29.07.2026

Before:

SARAH CLARKE KC SITTING AS A DEPUTY JUDGE OF THE HIGH COURT

Between:

MR MITCHELL WINEHOUSE
(suing as the personal representative of Amy Jade Winehouse (deceased))

Claimant

- and -

(1) MS NAOMI PARRY
(2) MS CATRIONA GOURLAY

Defendants

Mr Henry Legge KC and Ms Emilia Carslaw (for the Claimant)
Instructed by Russells Solicitors
Ms Beth Grossman (for the 1st Defendant)
Instructed by Patron Law
Mr Ted Loveday (for the 2nd Defendant)
Instructed by Lee & Thompson LLP

APPROVED JUDGMENT

The judgment was handed down by release to The National Archives on 29 July 2026 at 2pm.

Sarah Clarke KC Sitting as a Deputy Judge of the High Court:

Introduction

1. Following a six-day trial which took place on 8-12 December 2025 and 27 January 2026, my reserved judgment (**substantive judgment**) was handed down electronically by release to the National Archives on 20 April 2026. The substantive judgment found for the defendants on all issues and dismissed all the claimant's claims against both defendants¹. References herein to the substantive judgment are described as '**J[§]**'. This judgment deals with the incidence, basis and interim payment of costs following trial.

Background

2. The claim concerned 141 items of property (**Disputed Items / Items**) which the claimant alleged belonged to him as the personal representative of the Estate of his daughter Amy Winehouse (**Amy**), the internationally famous singer and songwriter who sadly died on 23 July 2011. These Disputed Items were in the possession of the defendants and were sold by them at Julien's Auctions in Los Angeles in 2021 and 2023. The claimant alleged that the defendants were not entitled to possess or sell these Items and they were therefore liable to the Estate for the proceeds of sale of those Items.
3. Following receipt of the embargoed draft substantive judgment and prior to hand down, the parties were unable to agree an Order in respect of costs and consequential issues. I therefore made an Order dated 20 April 2026 (**20 April Order**), which adjourned the hearing generally to a date to be fixed or until further Order and set a timetable for the parties to exchange costs schedules and file written submissions and responsive submissions on the incidence, basis and quantum of costs and on any interim payment on account.

¹ [2026] EWHC 911 (KB)

<https://www.judiciary.uk/wp-content/uploads/2026/04/Winehouse-v-Parry-Gourlay-KB-2023-004194-20.04.2026-Judgment-HD2.pdf>

4. The 20 April Order stated that the court would determine all issues on the papers unless it directed that an adjourned oral hearing was required.
5. The court received detailed submissions and responsive submissions from the parties in respect of costs. Each of the parties additionally filed extensive documentary evidence totalling some 500 pages. Since then, the claimant's solicitor has very recently emailed the court raising a further costs issue, to which the defendants' solicitors sent emails in response. Suffice it to say that all the issues relating to costs cannot be said to have been under argued and therefore I do not find it necessary to direct an oral hearing. The information and submissions provided by the parties are more than sufficient to determine all issues of costs. I have considered all this material carefully and I am well placed to determine all these issues on the papers.
6. Regrettably, the parties do not agree on any aspect of the incidence, basis or interim payment of costs and their respective positions could not be further apart. This mirrors the position that the court encountered during the trial, in which every conceivable issue of fact and law was contested, necessitating a lengthy substantive judgment, in which findings had to be made on every factual and legal issue and each of the 141 Disputed Items of property over which the claimant unsuccessfully asserted ownership.
7. The defendants submit that the claimant's defeat was not partial but comprehensive. They submit that the claimant should therefore be ordered to pay their costs and that there is no reason for the court to depart from the general rule that costs follow the event (Civil Procedure Rules §44.2 (**CPR**)). The defendants further submit that the claimant's conduct was unreasonable to such a high degree that he should be ordered to pay their costs on the indemnity rather than standard basis. Lastly, they submit that the claimant should be ordered to make sizeable interim payments and that there should be no stay of payment pending any application for leave to appeal.
8. The claimant accepts that the defendants were the successful parties and that the usual starting point would be an award of costs in their favour. He contends however that this is an exceptional case in which the court should depart from the usual rule and make no order as to costs. The basis for this submission is his characterisation of how the defendants chose to conduct the litigation.

9. In the alternative, the claimant contends that if the court makes costs orders in favour of the defendants, then such orders should be made on the standard (rather than indemnity) basis and there should be a substantial costs reduction of 75% of each defendant's costs.
10. The claimant also submits that any interim payment orders should be restricted to 90% of budgeted and 50% of unbudgeted costs and should be stayed pending determination of any application for leave to appeal by the Court of Appeal (Civil Division) (**Court of Appeal**).
11. For the reasons which follow, my decisions in respect of the above issues are as follows:
 - i) The claimant as the unsuccessful party must pay the costs of both defendants to be assessed if not agreed.
 - ii) The claimant must pay these costs on the indemnity basis.
 - iii) There should be no costs reduction of 75% or any other amount.
 - iv) The claimant must make interim payments on account in respect of the costs of each defendant in the following amounts:
 - a) To the first defendant in the sum of £569,330.99 to be paid no later than 4pm on the 14th day after the date of the 29 July 2026 Order (**29 July Order**).
 - b) To the second defendant in the sum of £394,521.89 to be paid no later than 4pm on the 14th day after the date of the 29 Order.
 - v) The interim payment orders should not be stayed pending determination by the Court of Appeal of any application by the claimant for permission to appeal.

Relevant law and procedural rules

12. The court has a wide discretion in terms of awarding costs, the amount of any costs order and when costs are to be paid. The general rule is that the unsuccessful party will be ordered to pay the costs of the successful party, but the court may make a different order (Civil Procedure Rules r44.2 (**CPR**)).

13. In deciding what order to make about costs, CPR r44.2(4) provides that the court will have regard to all the circumstances including (so far as relevant) – the conduct of all parties and any admissible offer to settle made by a party which is drawn to the court’s attention, and which is not an offer to which costs consequences under Part 36 apply.
14. CPR r44.2(5) states that the conduct of all parties includes:
 - i) conduct before, as well as during, the proceedings and in particular the extent to which the parties followed the Practice Direction—Pre-Action Conduct or any relevant pre-action protocol;
 - ii) whether it was reasonable for a party to raise, pursue or contest a particular allegation or issue;
 - iii) the manner in which a party has pursued or defended its case or a particular allegation or issue;
 - iv) whether a claimant who has succeeded in the claim, in whole or in part, exaggerated its claim; and
 - v) whether a party failed to comply with an order for alternative dispute resolution or unreasonably failed to engage in alternative dispute resolution.
15. Each case will depend on its own facts, but on numerous occasions the Court of Appeal has emphasised that where a particular party is the successful party, it is important that proper weight be attached to that, and that judicial reasoning towards a costs order which justice requires, should start with the general rule that the unsuccessful party should pay the costs of the successful party (see White Book 2026 (**White Book**) §44.2.13).
16. Where the losing party alleges failure by the winning party to engage in alternative dispute resolution (**ADR**), – the burden of proof is on him to show (1) that there has been such a failure by either defendant; and (2) that any such failure was unreasonable in the circumstances. An unreasonable failure to engage in ADR (even if proved), is simply a factor to be taken into account, but does not automatically result in a costs penalty (Gore v Naheed [2017] EWCA Civ 369; [2017] 3 Costs L.R. 509; [2018] 1 P. & C.R. 1, CA at [49] and White Book §44.2.24).

17. An ‘admissible offer’ to settle in advance of trial, means an open offer, or an offer made “without prejudice save as to costs” (White Book §44.2.19). The same paragraph also states (of relevance), that “An admissible offer to settle is unlikely in normal circumstances to be of much if any relevance if the offeree has achieved significantly more at trial.”

Indemnity costs

18. The overarching test for an award of indemnity costs is found in Excelsior Commercial and Industrial Holdings Ltd [2002] EWCA Civ 879; [2002] C.P. Rep. 67, CA, in which the Court of Appeal held that the making of a costs order on the indemnity basis would be appropriate in circumstances where: (1) the conduct of the parties; or (2) other particular circumstances of the case (or both) were such as to take the situation “**out of the norm**” in a way that justifies an order for indemnity costs.
19. In Three Rivers District Council v Governor and Company of the Bank of England [2006] 5 Costs L.R. 714 (**Three Rivers**) Tomlinson J at [25] set out the principles which should guide the court's determination whether a party should be required to pay the other side's costs on an indemnity basis as follows:
- i) The court should have regard to all the circumstances of the case and the discretion to award indemnity costs is extremely wide. The critical requirement before an indemnity order can be made in the successful defendant's favour is that there must be some conduct or some circumstance which takes the case out of the norm.
 - ii) Where the conduct of the unsuccessful party is relied on as a ground for ordering indemnity costs, the test is not conduct attracting moral condemnation, which is an a fortiori ground, but rather unreasonableness.
 - iii) The court can and should have regard to the conduct of an unsuccessful claimant during the proceedings, both before and during the trial, as well as whether it was reasonable for the claimant to raise and pursue particular allegations and the manner in which the claimant pursued its case and its allegations.
 - iv) Where a claim is speculative, weak, opportunistic or thin, a claimant who chooses to pursue it is taking a high risk and can expect to pay indemnity costs if it fails.

- v) A fortiori, where the claim includes allegations of dishonesty, let alone allegations of conduct meriting an award to the claimant of exemplary damages, and those allegations are pursued aggressively inter alia by hostile cross examination.
- vi) Where the unsuccessful allegations are the subject of extensive publicity, especially where it has been courted by the unsuccessful claimant, that is a further ground.
- vii) The following circumstances take a case out of the norm and justify an order for indemnity costs, particularly when taken in combination with the fact that a defendant has discontinued only at a very late stage in proceedings:
 - a) Where the claimant advances and aggressively pursues serious and wide-ranging allegations of dishonesty or impropriety over an extended period of time;
 - b) Where the claimant advances and aggressively pursues such allegations, despite the lack of any foundation in the documentary evidence for those allegations, and maintains the allegations, without apology, to the bitter end;
 - c) Where the claimant actively seeks to court publicity for its serious allegations both before and during the trial in the international, national and local media;
 - d) Where the claimant, by its conduct, turns a case into an unprecedented factual enquiry by the pursuit of an unjustified case;
 - e) Where the claimant pursues a claim which is, to put it most charitably, thin and, in some respects, far-fetched;
 - f) Where the claimant pursues a claim which is irreconcilable with the contemporaneous documents;
 - g) Where a claimant commences and pursues large-scale and expensive litigation in circumstances calculated to exert commercial pressure on a defendant, and during the course of the trial of the action, the claimant resorts to advancing a constantly changing

case in order to justify the allegations which it has made, only then to suffer a resounding defeat.

20. In Thakkar and others v Mican and another (**Thakkar**) [2024] EWCA Civ 552, the Court of Appeal (Lady Carr of Walton-on-the-Hill CJ, Asplin, Coulson LJ) dealt with a case in which the County Court found for the claimant and rejected the defendant’s allegation against the claimant of fundamental dishonesty. The Court of Appeal (Coulson LJ) summarised the principles for an award of indemnity costs:

17. From the perspective of a successful claimant, an order for indemnity costs is always seen as much more advantageous than any other sort of costs order. Although Mr Mallalieu KC gave examples of other ways in which a claimant’s costs can be enhanced in these sorts of circumstances without such an order (such as where, as here, the costs were budgeted to make some allowance for the fundamental dishonesty allegations; or because conduct can be taken into account on the assessment of costs generally (rule 44.4(3)(a)), and may also amount to a significant development justifying an increase over figures previously budgeted (rule 3.15A(5)), I incline to the view that an order for indemnity costs will usually represent a significant victory for any receiving party. That is because rule 44.3(3) provides that, if indemnity costs have been ordered, doubts as to whether the item of cost in question was reasonably incurred or reasonable in amount are resolved in favour of the receiving party. Its potential value is, of course, the reason why the courts must ensure that an order for indemnity costs is only made in an appropriate case.

.....

19. It is convenient to summarise, without going to the authorities in laborious detail, the general principles applicable to the award of indemnity costs. They are:

(a) The discretion to award indemnity costs is a wide one and must be exercised taking into account all the circumstances of the case, including but not limited to the conduct of the paying party: see *Three Rivers District Council v Governor and Company of the Bank of England* [2006] 5 Costs LR 714; *Digicel (St Lucia) Ltd v Cable & Wireless plc* [2010] 5 Costs LR 709; and *Excalibur Ventures LLC v Texas Keystone Inc (No 2)* [2017] 1 WLR 2221 at para 21.

(b) In order to obtain an order for indemnity costs, the receiving party must surmount a high hurdle; to be able to demonstrate some conduct or some circumstance which takes the case out of the norm. That is the critical requirement: see Lord Woolf CJ in *Excelsior Commercial and Industrial Holdings Ltd v Salisbury Hammer Aspden and Johnson* [2002] CPRep 67 at para 32). Whilst it is preferable for the judge expressly to apply the test of “out of the norm”, the use of the word “exceptional” may be consistent with the judge having applied the principles in *Excelsior*: see *Whaleys (Bradford) Ltd v Bennett* [2017] 6 Costs LR 1241 at para 21 (Newey LJ).

(c) To the extent that the application is based on the paying party’s conduct, it is necessary to show such conduct was unreasonable to a high degree in order to recover indemnity costs (see *Kiam v MGN Ltd (No 2)* [2002] 1 WLR 2810), but it is not necessary to go so far as to demonstrate a moral lack of probity or conduct deserving of moral condemnation on the part of the paying party (see *Reid Minty v Taylor* [2002] 1WLR 2800).

(d) Merely because the conduct in question may happen regularly in litigation does not mean that such conduct cannot also be out of the norm: in my view the word norm was not intended to reflect whether what occurred was something that happened often so that in one sense it might be seen as normal but was intended to reflect something outside the ordinary and reasonable conduct of proceedings: see *Esure Services Ltd v Quarcoo* [2009] EWCA Civ 595 at [25], in the judgment of Waller LJ.

20. Since the judge has such a wide discretion when it comes to costs, the courts have repeatedly made it clear that the court should avoid going beyond the CPR to identify rules, default positions, presumptions, starting points and the like, when addressing costs disputes. Lord Woolf CJ made that point in *Excelsior* at para 32:

In my judgment it is dangerous for the court to try and add to the requirements of CPR which are not spelt out in the relevant parts of the CPR. This court can do no more than draw attention to the width of the discretion of the trial judge . . .

21. As regards awarding indemnity costs against the losing party on the basis of failed allegations of dishonesty, Coulson LJ at [21]-[25], summarised the various authorities on this issue and concluded at [28]-[32] that:

- i) There was no presumption that this would reverse the burden of proof that the party seeking an indemnity costs order bears in establishing that the criteria for such an order are met. It will always depend on the circumstances of the particular case and the judge retains a complete and unfettered discretion.
- ii) This does not however detract from the “statement of the obvious” that a failed allegation of dishonesty will very often lead to an indemnity costs order. A party who “makes allegations of this kind therefore runs a very significant risk that, if the allegations fail, indemnity costs will be awarded against them.”

22. Of significance in the context of the instant case, Lady Carr CJ concurred and added the following at [56]:

56 ...As the courts have made clear repeatedly, an unnecessarily aggressive approach to litigation is unacceptable (see *Excalibur Ventures LLC v Texas Keystone Inc* [2013] EWHC 4278 (Comm) at [48]; *Collier v Bennett* [2020] 4 WLR 116 at para 13; *Bates v Post Office Ltd* (No 2) [2018] EWHC 2698 (QB) at [58]). Potential costs incentives are not a good reason for making unwarranted allegations of misconduct, let alone dishonesty. The unfortunate effect of the parties’ conduct was to increase not only aggravation to an independent witness but also costs on both sides.

Interim payment orders

23. CPR r44.2(8) states that “where the court orders a party to pay costs subject to detailed assessment, it will order that party to pay a reasonable sum on account of costs, unless there is good reason not to do so.” The object of this rule is to enable a receiving party to recover part of his expenditure on costs before the possibly protracted process of carrying out a detailed assessment (White Book §44.2.12). A ‘reasonable sum’ requires some estimation of the costs that the receiving party is likely to be awarded in the detailed assessment proceedings. The sum ordered should be arrived at by estimating the likely level of recovery subject to an appropriate margin for error (Excalibur Ventures LLC v Texas Keystone Inc [2015] EWHC 566 (Comm), (Christopher Clarke LJ) at [23]-[24]. When the issue of costs is being determined at the end of the trial, the trial judge has the advantage of having detailed knowledge of matters likely to affect the outcome of the detailed assessment and is therefore likely to arrive at an amount which is close to the amount a costs judge is likely to award.
24. In cases where the court has made a costs management order under CPR r3.15, the receiving party’s approved budget may be a sensible starting position for determining the “reasonable sum” to be paid on account under r.44.2(8). That is because, on detailed assessment, the court will not depart from an agreed or approved budget unless satisfied that there is good reason to do so (CPRr.3.18(b)). In Thomas Pink Ltd v Victoria’s Secret UK Ltd [2014] EWHC 3258 (Ch); [2015] 3 Costs L.R. 463 (Birss J), payment on account of 90% of the claimant’s approved budget was ordered.

Stay pending application for leave to appeal

25. An application for leave to appeal does not operate as a stay of execution on any interim payment order unless the court specifically so orders. The court has a discretion whether to grant a stay where there is an application for leave to appeal (see White Book §44.2.8).

The parties' submissions

The claimant

26. The claimant submits that there should be no order as to costs on the basis that:

- i) From the outset, (both pre and post the issue of his claim), the claimant repeatedly sought explanations from the defendants as to their ownership and possession of the Disputed Items. The defendants did not provide these for several years until September 2024 when the court ordered them to respond to the claimant's Request for Further Information. It was only after this, and after the service of the defendants' witness statements in October 2025 that the defendants' cases in respect of the Disputed Items "emerged with any clarity". The nature of the defendants' relationship with Amy meant that only they could provide explanations and evidence to support their case that they legitimately owned the Items sold by them at auction. By "withholding their accounts and resisting dialogue over several years, [the defendants] prevented any informed assessment of their claim and prolonged the dispute".
- ii) The claimant made various offers of settlement all of which were rejected by the defendants. The first defendant made no settlement offers, and the second defendant made only two late offers (December 2024 and November 2025), both on terms requiring the claimant to discontinue the claim and a pay a high proportion of her costs.
- iii) The Costs and Case Management Order required ADR to be considered at all stages. The defendants unreasonably ignored or deferred repeated requests by the claimant to mediate until a very late stage. As a result, a mediation only took place in November 2025 and involved only the second defendant, by which time the costs incurred exceeded the value of the claim.
- iv) The defendants therefore forced the case to go to trial because they did not make any meaningful attempt to narrow or resolve the issues between the parties.

- v) The defendants' witness statements filed shortly before trial contained "highly prejudicial material" which was "unfounded, inappropriate and wholly extraneous to the issues before the court". These parts were withdrawn by the defendants before trial but amount to improper conduct and was indicative of the defendants' approach.
- vi) The defendants' conduct, "went well beyond a single misstep or isolated refusal and amounted over a four-year period, to a persistent failure to make any meaningful attempt to narrow or resolve the issues in a proportionate manner despite being given numerous opportunities to do so. Had [the defendants] genuinely sought early, proportionate resolution, they would have engaged candidly, explained their positions, and proactively encouraged ADR. Instead, they chose to dig in over four years and drove the case inexorably towards a trial, notwithstanding the obvious costs implications."

27. As a result of the above, the costs of all parties were significantly increased beyond their respective costs budgets. The defendants should not be permitted to recover costs caused by their own "unreasonable conduct".

28. There is no basis for an indemnity costs order:

- i) There is nothing in the claimant's conduct which takes this case 'out of the norm' to a high degree. The claimant pursued a properly arguable claim as the personal representative of Amy's Estate and was forced to litigate this claim due to the defendants' conduct.
- ii) The burden of proof to establish that the Category B Disputed Items were gifts was on the defendants, their pre-trial explanations were thin, and the substantive judgment largely turned on the court's assessment of the witnesses and their oral evidence.
- iii) The late amendments to the claimant's case (to add allegations of deliberate concealment as a defence against the defendants' limitation argument and the allegation of breach of fiduciary duty (against the first defendant), were made after disclosure from the defendants made after the commencement of the claim. These amendments were first sent to the defendants on 25 July

2025 – more than four months before trial. The defendants consented to these amendments, and they did not add to the disclosure, witness statements, or evidence at trial.

- iv) The fact that the claimant abandoned his claim to some 12 Disputed Items very shortly before trial, on the basis that the claimant conceded that they were gifts to the defendants from Amy made negligible difference to the parties' costs.
- v) The claimant did not advance his claim on the basis that the defendants had stolen the Disputed Items from Amy or the Estate. The defendants have not identified any statements in which such an allegation is said to have been made.
- vi) The claimant denies that he conducted the litigation aggressively. The letters sent by his solicitors (Russells) shortly after the 2021 auction were, "necessitated by a desire to secure the sale proceeds pending resolution of ownership issues". Thereafter the claimant spent nearly two years prior to the issue of the claim, repeatedly urging the defendants to engage openly and proposing mediation.
- vii) The claimant denies that he courted publicity about the case to the detriment of the defendants. He claims that he only issued a neutral statement in the press "after the proceedings became public" and was interviewed for a Sunday Times magazine article published on 14 April 2024 which also contained contributions from the defendants and Darren Julien.

- 29. If the court is minded to make costs orders in favour of the defendants, those orders should be reduced by 75% of each defendant's total costs in light of the above matters.
- 30. Any interim payment orders should be calculated on the basis of this overall reduction. The period for payment should be 28 days, but the orders should be stayed "while there is a prospect of an appeal". The claimant intends to seek permission to appeal and there is a real risk of injustice to the claimant if he is required to make payments on account to the defendants while a possible appeal is pending because if the substantive judgment or costs order are overturned on appeal, the claimant would be unable to recover any sums paid on account due to the defendants' impecuniosity, whereas the effect of a stay would be temporary only.

31. In a very recent email to the court, the claimant's solicitor raised a further issue regarding whether the second defendant was in fact liable to pay the costs she claimed to have incurred in her cost schedule. In support of this, the claimant relied on an assertion that the second defendant had apparently made on social media in March 2024, that she had secured a third-party funder. In December 2024, her solicitors stated that the second defendant "has a CFA with this firm". In her costs submissions filed in accordance with the 20 April Order, the second defendant stated that, "a CFA was agreed at one point but no costs were incurred under it. Ms Gourlay was obliged to pay them regardless of the outcome. She is heavily indebted to her solicitors." The claimant relies on these different statements in support of a submission that, "the conflicting accounts and absence of clear answers from Lee & Thompson raise a question as to whether some or all of the costs now claimed are properly recoverable at all. Given D2's impecuniosity, the prejudice to the Claimant would be particularly acute if an interim payment were to be ordered in respect of sums which are not properly recoverable and which it would seem he would have no realistic prospect recovering from D2." The claimant also queried whether the costs claimed by the second defendant improperly included any interest or uplift.

The defendants

32. The defendants submit that the claimant's defeat was not partial, but comprehensive. He lost on every issue of fact and law, and he and his witnesses were found to be significantly and materially unreliable. The defendants have been wholly successful at trial and there is no basis for the court to depart from the general rule that costs follow the event.
33. The defendants did engage appropriately with pre and post issue correspondence and provided explanations regarding their legitimate possession of the Disputed Items. The claimant however refused to accept these explanations and kept demanding additional information and documentary proof, refusing to accept that this genuinely and legitimately did not exist due to the informal nature of the defendants' relationship with Amy. When the defendants did provide corroborative evidence (such as time stamped photographs), the claimant refused to accept this. This is despite the fact that on the claimant's own admission, he knew how close the defendants were to Amy and that they had done everything they could for her during her life and for the claimant and his family after her death.

34. By contrast, the claimant at no stage considered or volunteered the documents he had (such as the Design Museum inventories and the emails in respect of these) which the court found to fatally undermine his case in that these proved that he and his witnesses knew all along, that the defendants were claiming ownership of significant Disputed Items and that they were intending to auction these.
35. The claimant's successful application for Requests for Further Information was met by the defendants paying a costs order. In the substantive judgment, the court found that any discrepancies in the explanations given by the defendants for their possession of the Disputed Items were not significant and were due to defensiveness caused by the claimant and his solicitor's aggressive tone and behaviour towards them including serious and damaging accusations that they had stolen the Disputed Items (J[24] & [240]-[244]).
36. These serious allegations also caused the defendants to be cautious regarding engaging in mediation, particularly when it was clear that the claimant flatly refused to accept the defendants' explanations and against a background of accusations of theft. They were scared of him due to his aggressive behaviour towards them. When mediation had been due to take place in February 2025, the claimant declined to progress it without explanation. Nevertheless, the defendants did continue to engage with arranging a further date for mediation and agreed to participate. However, the claimant's solicitor then made serious and unfounded accusations of impropriety against the first defendant and her solicitor which made mediation impossible, following which the claimant removed her from the tripartite mediation that had been organised and then delayed organising it again. The mediation between the claimant and the second defendant in November 2025 failed, which was inevitable given that the claimant had always refused to consider any settlement that did not involve the defendants accepting liability and paying money to him. Nor would the claimant retract his dishonesty allegations. This is reflected in the offers made by him and his refusal to consider any offers made by the defendants. The conduct of the claimant throughout, demonstrates that mediation would never have been successful. The defendants' position in terms of settlement offers and negotiation was fully vindicated at trial.

37. It was the claimant's actions that caused the significant escalation of all parties' costs. In particular, his failure to apply critical thought to his claim, including that his case in respect of a number of Disputed Items was unsustainable and was withdrawn shortly prior to trial (J[8]-[9]), and that he issued proceedings without setting out clearly in his Particulars of Claim, the basis upon which he asserted that each Disputed Item did not belong to the defendants (J[57]-[62]). The claimant extensively amended his claim only a few months before trial by adding serious allegations of dishonest concealment in September 2025 and breach of fiduciary duty (August 2025). The defendants were forced to agree to these amendments because they could not afford the potential costs risk of objecting, even though the court found that they would have had a well-founded objection to these late amendments (J[7]). These allegations added significantly to the legal and factual disputes at trial. The court ultimately dismissed both allegations – holding that the allegation of deliberate concealment was unsustainable given the court's finding that the claimant and his family knew all along that the defendants were claiming ownership of a number of significant Disputed Items which they were intending to sell at auction (J[322]; [370]; [540]-[541]) and the allegation of breach of fiduciary duty was similarly thin and flawed (J[545]-[548]).
38. The defendants withdrew the matter contained in their witness statements for pragmatic reasons, to avoid a further escalation of costs and so as not to threaten the impending trial date. Neither conceded that the matter was inappropriate or unfounded and maintain that the matter was relevant to live issues in the case.
39. The defendants therefore submit that the grounds for making an indemnity costs order are made out. There submit that there are a number of factors which take this case out of the ordinary and reasonable conduct of proceedings, and which demonstrate that the claimant's conduct before and during the proceedings and trial was unreasonable to a high degree:
40. The claimant's claim was speculative, weak, opportunistic and thin:
- i) He issued proceedings with no positive factual case and even at trial was unable to state what Disputed Items were (or were not) legitimately in the defendants' possession (J[57]-[62]).
 - ii) He abandoned his claim to a number of Disputed Items shortly before trial, on the basis that it was only then that he read the list of Items and realised that it was "blindingly obvious" that these were gifts from Amy (J[8]-[9] & [73]).

- iii) The court found specifically that the claimant and his witnesses knew prior to the 2021 auction, that the defendants were selling a number of significant Disputed Items in that auction and that the evidence to the contrary given by the claimant and his witnesses was unreliable (J[245]; [257]; [265]-[266]; [272]; [314]-[315]; [332]; [349]; [365]; [383]-[401]; [413] & [540]).
- iv) This knowledge, and the contemporaneous email and documentary evidence in his possession that proved it, meant that the claim should never have been commenced and should have been withdrawn long before trial. Instead, the claimant continued to aggressively pursue the defendants and this litigation to the end. The claimant must have known of the existence and significance of this evidence, but he did not attempt to deal with it. The court found that it was “telling” that “in the claimant’s lengthy (67 page) opening note for trial, and in the claimant’s closing submissions, none of this evidence was even mentioned let alone addressed.”
- v) In the face of clear and contemporaneous evidence of this knowledge, the claimant unreasonably refused to accept the defendants’ explanations for their legitimate possession of the Disputed Items and continued his claim. This included expanding his claim significantly and at a very late stage by adding serious and damaging claims of deliberate concealment and breach of fiduciary duty. The claimant pursued his claim and these serious allegations to the very end and made no concessions, despite the clear and obvious evidence that fatally undermined him. These late amendments were plainly intended to bolster an inherently weak claim which the claimant plainly knew was otherwise likely to fail on limitation grounds. The claim of breach of fiduciary duty against the first defendant was inherently weak and the court found that it did not come close to meeting the test set out by the Supreme Court in Hopcraft and another v Close Brothers Ltd [2025] UKSC 33; [2025] 3 W.L.R (see J[501]-[503] & [545]-[548]). These late amendments significantly expanded the seriousness of the allegations, the scope of the evidence, the issues in dispute and the length of the trial.
- vi) The claimant pleaded his claim in vague and sloppy terms (see above), including a failure to properly plead his case on how the Estate was said to have acquired the Disputed Items (J[436]) and raising a new case at trial on one Disputed Item - which the court dismissed on the basis that

the pleading of this new case was “materially deficient”, characterised by “paucity of detail and made passing references to [Trust law]” which were “vague and unhelpful to the court” (J[473]).

- vii) The claimant and his witnesses were found to be unreliable, and the court disbelieved their evidence in every significant respect (see above, and J[23]-[29]; [123]; [283]; [360]-[401]; [424]; [426] & [430]). This contrasts with the court’s view of the defendants, who were found to be truthful and reliable witnesses (J[30]-[34]).

41. The claimant engaged in aggressive conduct throughout:

- i) The claimant described his solicitors as “the finest and most aggressive attorneys in London” (J[24]). He and his solicitors pursued the defendants aggressively and relentlessly in the hope that they would be worn down and intimidated into giving up and handing over the proceeds of the sale of their Items. The claimant was well aware that both defendants were unsophisticated and had little or no financial resources to fight litigation. His tactic was to wear them down until they gave up.
- ii) Within days of the 2021 auction, the claimant bombarded the defendants with aggressive and unpleasant communications, including solicitors letters demanding explanations and that they pay him the proceeds of sale of the Disputed Items and impugning the defendants’ honesty by alleging that they had acted in a deceitful way by acquiring and selling Items that did not lawfully belong to them and that these Items had been taken without permission (ie: stolen) from the Estate’s lockup in which Amy’s property was stored after her death.
- iii) The claimant had limitless funds to litigate this claim, and this informed the way in which he aggressively pursued the claim and expanded it to include additional extremely serious allegations – all of which were rejected by the court. The purpose of this can only have been to bolster a weak case and exert commercial pressure on the defendants. The defendants were forced to incur costs significantly in excess of their cost budgets, as a result of the claimant’s tactics.
- iv) This claimant’s aggressive approach continued throughout the proceedings including at trial. The claimant knew that neither defendant had any money to fight the litigation nor pay the damages

he claimed, nor his costs. He persisted in the litigation, knowing that even if he won, he would never receive the damages he sought and would succeed only in bankrupting both defendants.

- v) In October 2025 – less than 2 months before trial, the claimant applied to amend his cost budget to provide for instruction of Leading Counsel. This was in fact after Leading Counsel had already been instructed and the costs incurred. The defendants agreed to this out of pragmatism, concerned about increasing costs and losing the imminent trial date. The first defendant however did so on the basis that the claimant would agree to an increase in her cost budget to enable her to also instruct Leading Counsel – thereby achieving equality of arms. The claimant refused to agree to this and nor did he expedite his own application. As a result, the first defendant was deprived of the opportunity to instruct Leading Counsel and the defendants faced increased financial exposure on costs.
 - vi) The claimant, whilst ostensibly indicating willingness to mediate, in fact made it difficult for a mediation to take place (supra) and made settlement offers which required the defendants to effectively concede his accusations, pay him damages and costs and leave the claimant free to continue to damage their reputations publicly and in the press.
 - vii) The effect of the claimant's aggressive tactics and allegations on the defendants was obvious at trial. Both were subjected to intensive cross-examination which contained allegations of deceit and dishonesty in pursuit of his deliberate concealment and breach of fiduciary duty allegations. Both defendants broke down in distress several times during the course of the trial, and during their evidence. The court accepted that the stress of this litigation and the claimant's damaging allegations had had a significant adverse effect on both defendants (J[31] & [34]).
42. The claimant made grave, unjustified and demonstrably false allegations of dishonesty and deceit against both defendants and pursued these aggressively to the end:
- i) Deliberate concealment (supra) – which was put on the basis that the defendants had deliberately deceived the claimant by lying to him about their possession of the Disputed Items and their intention to auction these. The claimant alleged that the defendants and Mr Julien engaged in a knowing and deliberate conspiracy to deceive him, which was carried out over a lengthy period

of time. This was with the aim of ensuring that the defendants were able to sell their Disputed Items without the claimant stopping them, in order to make significant financial gain as a result of this deliberate deceit (J[37]; [313]; [341]; [348]; [350]; [365]; [383]; [420] & [422]). The claimant maintained these allegations despite the court's finding that the claimant and his witnesses in fact knew all along about the defendants' possession of significant Disputed Items and their intention to sell these at auction and were in possession of the contemporaneous email and documentary evidence that proved this beyond doubt (supra).

- ii) Breach of fiduciary duty (against the first defendant) (supra) – which was based on the assertion that she had deliberately, knowingly and repeatedly deceived the claimant in order to derive significant, improper, financial gain.
- iii) Theft (supra) - The court found that the claimant and his solicitors alleged within days of the 2021 auction, that the defendants had deliberately removed Items from the Estate's lockup without the Estate's knowledge or consent. The court found these claims to be totally unfounded and was extremely critical of the claimant for making them (J[240]-[244]; [430]).
- iv) The allegation of theft was alluded to in the pleadings but not explicitly stated, however it was not withdrawn until the court asked the claimant's counsel directly during the trial, whether it was being pursued (J[243]-[244]).

43. The claimant deliberately courted publicity in a way that was calculated to exert pressure on the defendants to wear them down and cause significant damage to their reputations. He did this repeatedly, including making serious allegations and insinuations of dishonest and deceitful conduct by them:

- i) He gave an 'exclusive statement' to The Sun newspaper which was published on 3 November 2023 (the day after the claim was served on the defendants). This included the following statements:
 - a) "Taxi driver Mitch has filed a High Court claim aiming to recover money he says should be paid to the foundation set up in the tragic singer's name."

- b) “He claims [the defendants] pocketed a chunk of the £3.3million raised in an auction in Beverly Hills in the US in 2021.”
- c) “The estate has questioned how these items came into their possession and has not had satisfactory answers. The estate has launched a legal process to clarify the situation.”

44. These statements plainly allege (both overtly and by implication), that the defendants had sold Items that they were not entitled to sell and which did not belong to them, for the purpose of achieving significant financial gain and thereby depriving the Amy Winehouse Foundation (**AWF**) of funds. The only conclusion from the above statements is that what the claimant was alleging was that the defendants had behaved dishonestly and deceptively for financial gain.
45. At a court hearing in July 2024, the claimant’s instructed counsel stated in open court in front of members of the press that there was, “*evidence of suspicious circumstances surrounding these auctions*”. That allegation must have been authorised by the claimant, and it was then reported extensively in the press as the claimant must have known and intended that it would be.
46. In an article in the Sunday Times Magazine published on 14 April 2024, the claimant stated that he had “gone to the police” about the case. The claimant repeated this on oath at trial. However in cross-examination he conceded that this was untrue and the court found that it could not see how, “telling a newspaper journalist that he had gone to the police when he knew he had not, can be anything other than deliberate and when coupled with his accusation that the defendants had stolen the Items from the lockup, was plainly intended to damage the defendants’ reputations and probably also to put pressure on them to give him the proceeds of sale of their Items” (J[430]).
47. There was evidence from the defendants at trial that these accusations caused very real damage to their reputations and careers. In addition, the claimant personally repeated his accusations to persons connected to them and with whom they worked. They both lost friends and lost work as a result and found it difficult to gain other employment. This caused them significant financial hardship and damaged their physical and mental health and wellbeing.

48. The defendants submit that the claimant should be ordered to make substantial interim payments totalling approximately 80% of each defendant's total costs inclusive of VAT on the basis that there were good (and unavoidable) reasons why the defendants were forced to depart from their cost budgets (*supra*) and that there is a high degree of confidence that a sum in excess of this will be recovered on detailed assessment.
49. Both defendants are in dire financial situations as a result of the claimant's damaging public accusations and this litigation. Both have massive debts and this will not begin to alleviate until their costs are paid by the claimant.
50. The interim payments should be made within 14 days. The claimant is very wealthy and can easily afford to make payments within a short period of time.
51. In response to the very recent email from the claimant regarding the basis of funding of part of all of the second defendant's costs and whether she has any liability to pay, both defendants' solicitors sent short and measured responses. The second defendant's solicitor stated that her position on her costs liability is accurately set out in the submissions to the court and in her signed costs statement dated 13 May 2026. She was and is, personally liable for the total amount of her legal fees. A CFA agreement had at one point been agreed but had never been put into effect. Her statement on social media that a third party had agreed to fund her defence was optimistic and premature because in the event no third-party funder in fact materialised. The email from the first defendant's solicitor corroborates this.
52. The court should not make an order staying the interim payment pending any application for leave to appeal. The risk that the claimant may succeed on appeal is limited given that his grounds are unarguable, and in any event only relate to the Category B Disputed Items – meaning that there is no appeal against the court's dismissal of his claim in respect of the Category A and Category C Items. In those circumstances, in the unlikely event that the claimant is granted permission to appeal, and ultimately succeeds to this limited extent, he will still be liable for substantial adverse costs orders.

Discussion and conclusion

53. I am well placed to assess the conduct of the parties and make findings on all issues which are relevant to the making of costs orders in this case. I presided over the substantive trial, heard the parties give evidence, considered every witness statement and exhibit in the court bundles, read the transcripts of evidence given at trial, wrote a 220 page substantive judgment which makes findings on every disputed issue of fact and law and in respect of each Disputed Item, and I have now carefully considered the extensive written costs submissions and documentary evidence filed by the parties in respect of their costs submissions. I set out my findings and decisions on costs below.

The claimant as the unsuccessful party must pay the costs of both defendants

54. I accept the submissions of the defendants and adopt the points made by them as summarised at §§32-52 above. There is extensive support for the defendants' submissions in numerous §§'s of the substantive judgment cited therein.
55. I am satisfied that there is no basis to depart from the general rule that costs should follow the event. The claimant chose to bring an inherently weak claim, pursue it aggressively and relentlessly to the end, and make serious and unfounded allegations against the defendants which significantly damaged their reputations, career prospects, financial security and health. He did so, despite knowing that he and his witnesses did in fact know all along that the defendants were in possession of the Disputed Items and intended to sell these in the 2021 auction and that significant contemporaneous emails and documents proved this beyond doubt.
56. The claimant lost on every material point of fact and law. His defeat was total and comprehensive. He and his witnesses were found to be unreliable and were disbelieved on oath. The defendants and their witnesses by contrast, were found to be reliable and truthful.
57. I do not accept the claimant's submission that the trial of this litigation was caused by the defendants' refusal to accept his offers of settlement or mediation. A review of the pre-trial correspondence demonstrates the aggressive and unpleasant way in which the claimant's solicitor pursued the defendants (which can only have been on the claimant's instructions) and made offers of settlement which only ever

amounted to requiring the defendants to concede his claim and make payments of money to him, whilst leaving him free to continue to publicly make serious accusations of dishonest, deceitful behaviour against them. At no point did the claimant ever properly consider the explanations provided by the defendants, nor the inherent weakness of his own case – on the contrary his response was to disbelieve the defendants and make additional, even more serious allegations against them shortly before trial.

58. This was done without any consideration by the claimant of the fact that the defendants had consistently proved themselves to be devoted friends of Amy's, who stood by her and supported her over many years and were devastated by her death. In addition, both had given unswerving support to the claimant and his family in the wake of Amy's death and for 10 years thereafter, including many hours of unpaid work keeping Amy's memory and legacy alive, and for the AWF. At no point during all that time, had the defendants ever done anything but behave with honesty, integrity and care for Amy, the claimant and his family.
59. The claimant however disregarded all this important history and immediately following the 2021 auction, resorted to making accusations of theft and deceit – it appears in order to wear the defendants down and force them to give him the proceeds of sale of their Items. He continued his aggressive conduct and relentlessly pursued his claim, even after it was clear that the defendants had no money left and therefore in the unlikely event that he won, they would be unable to pay damages or costs and would be bankrupted.
60. Against this background, it was inevitable that the defendants could not accept his offers of settlement and that they were wary of engaging in mediation with him. I find that they were both scared of him – with good reason given his and his solicitors' behaviour towards them. Despite this, I find that the pre-trial correspondence shows that both did respond constructively to requests to mediate, including agreeing to dates for this to take place – which then did not go ahead due to the claimant's failure to engage. It is notable that a mediation did in fact take place between the claimant and the second defendant which was inevitably unsuccessful given that the claimant's settlement parameters were totally unrealistic and not terms that either defendant could realistically accept. The first defendant had shown willingness to engage in this mediation but then had to withdraw when the claimant's solicitor made serious and totally unfounded accusations of impropriety against her and her solicitor which should never have been made but which have never been withdrawn (as they should have been).

61. I find that the defendants were fully entitled to defend their personal and professional reputations to the end, and that they had no other realistic option given the claimant's serious and damaging allegations, his aggressive conduct throughout, his refusal to accept their explanations, his unrealistic settlement offers and the real risk that he would thereafter be free to continue making public allegations of deceit and dishonesty against them. In making these findings, I consider that the matter raised by the claimant (see §38 supra) regarding matters raised in the defendants' witness statements is irrelevant. I am aware of the subject matter of the material in question, and I consider that it would have had relevance to their defence in respect of deliberate concealment. I also accept that the defendants withdrew this matter for pragmatic and costs reasons but made no concessions regarding it.
62. The claimant must therefore pay the costs of both defendants to be assessed if not agreed.

The claimant must pay the costs of both defendants on the indemnity basis

63. For the reasons given (supra) and for the following reasons, I am satisfied that the defendants have proved that the claimant's unreasonable conduct takes this case 'out of the norm' and that I should exercise my discretion to order indemnity costs in favour of both defendants. I make it clear that I find that the claimant's conduct was "unreasonable to a high degree" and that it was "outside the ordinary and reasonable conduct of proceedings" (see §20 (supra), citing [17] & [19]-[20]).
64. The claimant unreasonably advanced, and aggressively pursued, a case which was speculative, weak, opportunistic and thin. I accept and adopt the points made by the defendants as summarised (supra) which are proved by the multiple references to §§ of the substantive judgment cited therein:
- i) He issued his claim without advancing any positive factual case, in circumstances where he was unable to state what Disputed Items were (or were not) legitimately in the defendants' possession.
 - ii) The claim was pleaded in vague and sloppy terms including failing to properly plead his case as to how the Estate had acquired possession of the Disputed Items.
 - iii) The court not only dismissed the claimant's claim in its entirety, it found against him on every material aspect, and in fact disbelieved the claimant and his witnesses, finding that they had given unreliable evidence on important issues. This is particularly significant in respect of the court's

finding that the claimant and his witnesses knew all along that the defendants were claiming ownership of significant Disputed Items and were intending to sell these at auction. By contrast, the court found the defendants to be truthful and reliable witnesses.

- iv) Rather than recognising the fatal flaws in his case, the claimant continued to aggressively pursue his claim and attempt to bolster its weakness by significantly expanding his claim very late in the day, to include unfounded and serious allegations of deliberate concealment and breach of fiduciary duty which should never have been made. These allegations occupied most of the evidence given at trial, most of the parties' closing submissions, and a large part of the witness statements and exhibits filed by both sides.
- v) Having presided over the trial, I estimate that the reason that the trial overran by three days (taking 6 court days to complete rather than the 3 days listed) was largely due to these additional allegations and the significant time taken up in evidence and submissions dealing with the facts and law caused by these matters. It is also clear to me that these matters would inevitably have significantly increased the time and costs expended by the defendants pre-trial, given the above. This applies to both defendants but is particularly relevant in respect of the total costs incurred by the first defendant, as she was alleged by the claimant to have been the person mainly responsible for the deliberate concealment, and was directly involved in all the evidence and matters relevant to this issue. In addition, she alone faced the allegation of breach of fiduciary duty.
- vi) The court also found that the claimant had pursued his claim in respect of a number of Disputed Items without reading the list of Items until shortly before trial, when he apparently realised that it was obvious that some of these Items were gifts to the defendants from Amy. He admitted that he had brought his claim without applying any "critical thought" to many of the Items he was claiming for. The court found that it was, "troubling that the claimant brought a claim without bothering to check the Items he was claiming for until very shortly before trial" and that this was relevant to the assessment of his credibility and reliability as a witness (J[8]).

65. Overall, I am satisfied that the claimant pursued a claim which was irreconcilable with the contemporaneous documents and that his conduct of the case, (in particular the expansion of his claim to add serious allegations of impropriety), turned the case into an unprecedented factual enquiry in pursuit of an unjustified case. I am also satisfied that the claimant advanced a constantly changing case in material respects, in order to bolster and justify his inherently weak case.
66. I am further satisfied that the claimant pursued the defendants aggressively and relentlessly and that he did so deliberately, in order to intimidate them into giving him what he wanted – which was the proceeds of sale of their Items. He did this in the full knowledge that the defendants were vulnerable, unsophisticated and impecunious. Within days of the 2021 auction, he instructed his solicitors to bombard the defendants with aggressive letters making serious allegations of deceit and dishonesty and continued in a similar vein up to and including the trial. Numerous examples of this are given in the judgment and as summarised (supra). I find that he deliberately turned this case into large-scale and expensive litigation, in circumstances calculated to exert commercial pressure on the defendants to settle on his terms.
67. The claimant knew that he had effectively limitless funds to pursue this litigation at any cost and deliberately exploited this advantage. He substantially exceeded his cost budget by instructing Leading Counsel and making late amendments to his case which substantially increased pre-trial preparation and the length of the trial. He knew, and intended, that this would put additional pressure on the impecunious defendants to give up and settle on his terms.
68. It is clear to me from reviewing the relevant pre-trial correspondence, that the defendants are correct in their assertion that the claimant never had any intention to settle the case on any terms other than a capitulation by the defendants and payment of money to him. This would leave him free to continue to seriously damage the defendants' reputations because he would be able to claim that the defendants had accepted that they had behaved dishonestly and deceitfully by selling Items that they knew did not belong to them, motivated by significant financial gain. I consider that the defendants were fully entitled to refuse to accept such terms and to fight to restore their reputations. I also find that the likelihood of any mediation succeeding was therefore nil. The defendants had good reason be scared and wary of the defendant and his solicitors but nevertheless did engage with attempts to arrange mediation – which

ultimately took place between the claimant and the second defendant. I find that the first defendant was fully entitled to withdraw from that mediation due to the serious and unfounded accusations made by the claimant's solicitor against her and her solicitor, shortly before the mediation was due to take place. These accusations should never have been made, but it is notable that they have never been withdrawn, as in my view they should have been.

69. I am therefore satisfied that from the outset and thereafter, the claimant made grave, unjustified and demonstrably false allegations of dishonesty and deceit against both defendants and pursued these aggressively to the end. He also actively courted publicity for his serious allegations, including in the press and in court when he knew the press were present. I adopt the defendants' submissions summarised at §§43-47 (supra), all of which are evidenced by the relevant §§ of the substantive judgment cited therein and the press articles referred to.
70. This deliberate course of action was undertaken by the claimant with the aim of damaging the defendants' reputations and professional prospects in order to force them to settle the litigation on his terms and pay him the proceeds of sale of their Items. He did so, knowing that they were vulnerable both financially and in status, and that his public allegations and insinuations of impropriety would only increase their vulnerability. The fact that he knowingly and deliberately did this to two young women who had stood faithfully by Amy and also by him and his family and who had demonstrated their honesty and integrity over many years, makes his unreasonable conduct particularly serious.
71. In addition, I consider that the significant adverse impact that his conduct and accusations had for over 5 years, on the defendants' reputations, financial security, job prospects, health and wellbeing are also legitimate factors that support my conclusion that his conduct was unreasonable to a high degree. The claimant has never apologised to either defendant for his unjustified and unfounded allegations, nor has he ever acknowledged that he was wrong to have made such claims. To the contrary, his costs submissions demonstrate that he has no insight into his own failings and continues to conduct this litigation in a similar vein – by making baseless allegations against the defendants in an attempt to avoid the obvious costs consequences of the total failure of his claim, whilst ignoring, and failing to engage with, the many reasons why his conduct throughout was unreasonable to such a high degree that it fully justifies an award of indemnity costs against him.

72. The claimant also appears not to recognise that despite his aggressive tactics, he suffered a ‘resounding defeat’ in which the court made significant negative findings about the unreliability of his and his witnesses’ evidence and disbelieved them on important material issues. He also appears unable to recognise or deal with, the serious criticisms in the substantive judgment of the way in which he chose to conduct this litigation. The tone and content of the claimant’s submissions on costs suggest that he continues to regard himself as the wronged party and the ‘victim’, rather than the author of his own misfortune.
73. Baroness Carr LCJ made clear in *Thakkar* at [56] (supra), that such an unnecessarily aggressive and improper approach to litigation is unacceptable, in particular when unwarranted and unfounded allegations of misconduct and dishonesty are made. It follows that if a claimant chooses to litigate in this way, then this carries the real risk that a court will find this behaviour unreasonable to such a degree that an indemnity costs order is justified. I find that this is such a case and that the high degree of the claimant’s unreasonable conduct, extending into every facet of the proceedings - pre-trial, at trial, and now in respect of his unreasonable and unrealistic approach to the issue of costs, fully justifies the making of indemnity costs orders in favour of both defendants.
74. For the same reasons, although this will ultimately be a matter for a costs judge to determine, I decline to reduce the amount of costs payable by the claimant by any amount. The claimant will be liable for the total costs incurred by both defendants subject to assessment if not agreed.

Interim payments

75. Given my findings (supra), it follows that the claimant must pay a reasonable sum on account of costs to each defendant and there is no reason not to make such an order. I have considered the matters raised by the claimant’s solicitor in his very recent email to the court and the emails in response from both defendants’ solicitors. It is doubtful whether this late, new issue is a matter for me, as it seems to me that it would be for a costs judge to determine, if necessary. However, I will deal with it briefly in this judgment in case my views (as the trial judge) are of assistance to a future costs judge.

76. My views are that the claimant's attempt to raise this further issue so late in the day is unimpressive and provides further evidence (should it be needed), that he is continuing to drive up the costs of all parties by raising new, weak arguments to bolster his already weak costs submissions, and find a way to avoid paying the costs orders to which the defendants are fully entitled. I accept the explanations provided by the defendants and their solicitors. In particular I note that both defendants have provided signed costs schedules which carry obligations of truthfulness, not only on the defendants but also their solicitors. It would be a grave and serious matter to give misleading information in these schedules and in the defendants' submissions to the court regarding the quantum of costs incurred, the basis for those costs and the second defendant's liability to pay. I make it clear that I fully accept the figures given in the costs schedules of both defendants, and the explanations provided by them and their solicitors regarding the basis of their liability to pay these costs. This is consistent with my findings at trial, that the defendants were and are, credible and truthful witnesses. For the avoidance of doubt, I also consider that their solicitors have conducted this difficult litigation properly and appropriately, despite coming under significant and unreasonable pressure from the claimant and his solicitors. This included being bombarded with aggressive and unpleasant correspondence, including serious allegations of impropriety against the first defendant and her solicitor, which I have found (*supra*), to be unfounded and improper.
77. In assessing what is a 'reasonable amount', I have estimated the likely level of recovery on an indemnity costs basis by each defendant and allowed a margin for error. I have taken into account that the claimant's total costs as at 28 April 2026, amounted to £951,080.28 (inclusive of VAT). The claimant's budgeted costs amounted to £160,850 (inclusive of VAT) and he has therefore exceeded his cost budget by a very significant amount. This is likely to be due to the matters caused by his unreasonable behaviour, which I have set out (*supra*). It is inevitable therefore that the defendants were also forced to significantly exceed their budgeted costs to meet the unreasonable way in which the claimant deliberately litigated and pleaded his claim. It is notable however that the claimant's total costs are significantly higher than the total costs incurred by either defendant.
78. The starting point where indemnity costs have been ordered, is that doubts as to whether the item of cost in question was reasonably incurred, or reasonable in amount, are resolved in favour of the receiving party (CPR r44.3 *supra*). Although it will be a matter for a costs judge on detailed assessment to

determine, I consider (for the reasons given supra), that the additional costs incurred by the defendants, over and above the costs budget, were reasonably incurred as a result of the claimant's unreasonable conduct of this litigation and that the vast majority of these costs are therefore likely to be recovered. I also take into account that the defendants' costs will undoubtedly have increased from the figures quoted in their April 2026 costs schedules due to the way in which the claimant has chosen to unreasonably litigate the issue of costs.

79. I also consider that there are good reasons why the first defendant's total costs are significantly higher than the costs of the second defendant (see §62(v) supra).
80. Taking all these factors into account, I consider that the likely level of recovery for each defendant will be the full amount of budgeted costs and at least 85% of unbudgeted costs. Allowing a margin for error, I will reduce the interim payment figure to 90% of budgeted costs and 75% of unbudgeted costs, both inclusive of VAT. This in my view arrives at a 'reasonable amount' for each defendant to receive by way of interim payment.

First defendant – interim payment order

81. The first defendant's total costs as at 28 April 2026, were £715,361.98 inclusive of VAT. Of this, budgeted costs amount to £218,730 (inclusive of VAT) and unbudgeted costs amount to £496,631.98 (inclusive of VAT). This results in an interim payment order of:

£196,857 (90% of budgeted costs inclusive of VAT) + £372,473.99 (75% of unbudgeted costs inclusive of VAT) = £569,330.99.

Second defendant – interim payment order

82. The second defendant's total costs as at 28 April 2026, amounted to £487,132.15 (inclusive of VAT). Of this, budgeted costs amounted to £194,485.20 (inclusive of VAT) and unbudgeted costs amounted to £292,646.95 (inclusive of VAT). This results in an interim payment order of:

£175,036.68 (90% of budgeted costs inclusive of VAT) + £219,485.21 (75% of unbudgeted costs inclusive of VAT) = £394,521.89.

Time for payment

83. The claimant is to pay both interim payment orders within 14 days of the date of 29 July Order. This accords with CPR r44.7. The claimant plainly has ready access to the funds to satisfy these orders and there is no reason why the defendants or their solicitors should wait longer than that to receive these funds, particularly given both defendants' parlous financial situations which have been caused by his unreasonable behaviour.

No stay of interim payment orders pending any application to the Court of Appeal for permission to appeal

84. I decline to stay these interim payment orders pending any application to the Court of Appeal for permission to appeal as I concur with the submissions made by the defendants (*supra*) in respect of this issue.

29 July Order

85. I have made the 29 July Order to reflect my decisions on costs in this judgment. The 29 July Order also deals with my refusal of the claimant's application to this court for permission to appeal and consequential directions in respect of the filing of any Appellant's Notice with the Court of Appeal.