Neutral Citation Number: [2025] CIGC (FSD) 83

Cause No: FSD 2025-0146 (JAJ)

IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

BETWEEN:

(1) UNICORN BIOTECH VENTURES ONE LTD
(as general partner of RIGMORA BIOTECH INVESTOR ONE LP)
(2) UNICORN BIOTECH VENTURES TWO LTD
(as general partner of RIGMORA BIOTECH INVESTOR TWO LP)

Plaintiffs

-and-

ATP III GP, LTD
(as general partner of ATP LIFE SCIENCE VENTURES, L.P.)

Defendant

Appearances:	**Mr Andrew Scott KC instructed by Mr Liam Faulkner and Mr Hugo Farmer of Campbells LLP for the Plaintiffs**
	Ms Sue Prevezer KC instructed by Mr Rupert Bell, Mr Blake Egelton and Ms Rebecca Moseley of Walkers (Cayman) LLP for the Defendant
Before:	**The Honourable Justice Jalil Asif KC**
Heard:	**1 August 2025**
Ex tempore judgment delivered:	**1 August 2025**
Finalised judgment approved:	**18 August 2025**

Injunction—whether to vary terms of injunction in certain respects

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JUDGMENT

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A. Introduction

1. On 20 June 2025, I granted an injunction on the Plaintiff's *ex parte* on notice summons filed on 12 June 2025 against the Defendant, ATP III GP Limited as general partner of ATP Life Science Ventures, L.P. ("the Partnership"). The Partnership is structured as an exempted limited partnership under Cayman Islands law with a single general partner entity, which is the Defendant in this action. The background is a dispute between the main investors in the Partnership and its general partner. The Plaintiff investors, who are two limited partnerships, are a vehicle for Dr Dmitri Rybolovlev, a Cypriot national of Russian origin. The sole director of the general partner, Dr Seth Harrison, is an entrepreneur responsible for developing a number of portfolio companies, each of which is involved in the life sciences industry, with a particular focus on developing new cancer treatments. He and his family trusts and certain employees comprise the other investors in the Partnership.

2. The Plaintiffs say that they have contributed all of the capital which they are required to contribute to the Partnership. The Defendant disagrees and has made a number of capital calls, mainly on 30 May 2025, demanding payment of a total of over US $100 million. In default of payment of the capital calls, the Defendant has power under the limited partnership agreement to serve default notices, which may ultimately cause the Plaintiffs to be deemed to be defaulting partners with potentially dire consequences for them, including the Defendant's ability to confiscate up to 50% of their existing interest in the fund and to re-allocate it to other limited partners. It was common ground before me that the Partnership is worth several billion US dollars, and that the Plaintiffs have over 90% of the beneficial interest in the Partnership. Thus, confiscation of up to half of that interest would be very significant in value. Against that background, the Plaintiffs sought the interim injunction from me which I granted on 20 June 2025.

3. The terms of the injunction are as follows:

> *"1. Until further order, the Defendant, as sole general partner of ATP Life Science Ventures, L.P., is restrained from:*
>
> *a) taking any steps to designate, deem or treat the Plaintiffs as a "Defaulting Partner"; and*
>
> *b) taking any steps to issue or enforce any purported "Default Notice" or "Default Charge" against the Plaintiffs;*
>
> *pursuant to the First Amended and Restated Limited Partnership Agreement dated 1 November 2012 (as amended) arising out of or in relation to the Plaintiffs' non-payment of the capital calls issued by the Defendant on 30 May 2025 and 1 June 2025 respectively."*

4. Paragraph 2 of the injunction order provides:

> *"2. Until further order, the Defendant shall not issue any further capital calls to either of the Plaintiffs unless expressly agreed after the date of this Order in writing by that Plaintiff."*

and then there are other provisions dealing with service of the order, etc.

5. The return date on that injunction is the first of five matters that are before me today in this action and in a linked petition to wind up the Partnership on the just and equitable basis. Happily, I can record that the other four substantive matters, namely a summons to stay in each action and a summons for directions in each action have now been agreed between parties.

6. I also record by way of relevant background context that there are ongoing parallel proceedings in Delaware between the parties, which were commenced by ATP III GP Ltd (as general partner of the Partnership) on 30 May 2025. I have been told that in the Delaware proceedings, the Chancellor has made an order that the trial be expedited, and it is due to be heard on 18 and 19 September 2025.

7. The Defendant makes a number of complaints about the grant of the injunction but does not seek today to set aside or to discharge it. What the Defendant does do, however, is to apply to vary the injunction in two primary respects. Ms Sue Prevezer KC, who appears on behalf of the Defendant today, says that these variations are to make the terms of the injunction hold the ring more fairly between the parties.

8. The first of the variations sought by the Defendant is that it should be permitted to make further capital calls on an on-going basis; and the second is that the injunction should be framed so that, rather than continue in effect until further order, it automatically lapses on delivery of a substantive judgment, either in Delaware or in the Cayman Islands, whichever of those occurs first. Thirdly, in

addition to those variations to the injunction, the Defendant seeks fortification of the Plaintiffs' undertaking in damages attached to the injunction. I will deal with those three aspects in sequence.

B. Should the Defendant be permitted to make further capital calls?

9. In support of the Defendant's application to vary the injunction, Ms Prevezer indicates that the Defendant will undertake to take no action in the meantime in respect of any further capital calls that are made, for example in relation to the Plaintiffs' potential loss of voting or approval rights. During oral argument, it became clear that what is really driving the Defendant's request to vary the injunction to allow it to make further capital calls is that the Defendant wants to start the clock running on the consequences of non-compliance with the capital calls, in accordance with the contractual mechanism in the limited partnership agreement, as early as possible. The time period in question is at least 35 days, which is made up of 5 business days following the date when the capital call is due, and then a further 30 day grace period following service of a default notice, during which the limited partner can make a late payment without necessarily triggering the ability of the Defendant to treat it as a defaulting partner. The Defendant wants to be able, immediately on day one after the Delaware judgment has been delivered, to treat the Plaintiffs as defaulting partners with all the consequences attendant on that status.

10. The Plaintiffs, represented today by Mr Andrew Scott KC, respond that that puts them in an impossible position. If the Delaware judgment goes in the Defendant's favour then, the Plaintiffs say, it is simply not practical for the Plaintiffs to fund any such further capital calls as soon as judgment is delivered. That is likely to be right, bearing in mind the capital calls made on 30 May 2025 and likely size of the capital calls that are going to be made. The Plaintiffs say that the Defendant will therefore be able immediately to treat them as being in default with very serious consequences. The alternative is that they would have to pay the capital calls under protest, with no realistic chance of any money being repaid if the Plaintiffs were to win.

11. In support of that latter point, Mr Scott points out that: (a) there is no undertaking from the Defendant to make any such repayment; (b) the Defendant has no assets; and (c) the purpose of the capital call is to meet ongoing expenses of the Defendant and the portfolio companies, so it is very unlikely that there would be any funds left to repay the Plaintiffs if they are successful in their position, whether

in Delaware or in Cayman. In response, Ms Prevezer says the Plaintiffs can apply in Delaware for a stay if the judgment goes against them, in order to give them a breathing space to fund any further capital calls that have been made.

12. I am not sure that is necessarily correct, given what appears to be in issue in the Delaware proceedings. In any event, it seems to me that it provides a rather uncertain approach to achieving a suitable balance between the Plaintiffs' position and that of the Defendant.

13. On balance, I agree with the Plaintiffs' position that the requested variation does not more fairly hold the ring between the Plaintiffs and the Defendant. The right to issue capital calls is at the very heart of the current dispute. Varying the injunction to allow the Defendant to make further capital calls, it seems to me, is not holding ring. Instead, it is pre-supposing that the Defendant is likely to succeed on its case that it is contractually entitled to make such calls, and to the benefit of running down the clock on the consequences of default.

14. I am concerned that what is driving the Defendant's application is an effort to give the Defendant the strategic advantage of being able to apply economic pressure to the Plaintiffs in an inappropriate manner. If the Defendant's case succeeds, the Plaintiffs will be deemed to be defaulting partners immediately following a judgment, without the Plaintiffs having a proper opportunity to pay within the regime intended by the limited partnership agreement, unless they are successful in persuading the Delaware judge to grant them a stay.

15. The alternative for the Plaintiffs of paying under protest, in my view, is not a realistic option given that there is no evidence of any ability on the Defendant's part to make a repayment if the Plaintiffs are the successful party, and the available material points the other way. Accordingly, for those short reasons, I am against the Defendant on its application to vary the injunction order to allow it to make further capital calls before determination of the dispute between the parties.

C. Should the injunction be framed to terminate automatically upon a judgment on the merits?

16. The second variation sought by the Defendant is to vary the order so that it no longer remains in place until further order but automatically terminates or falls away upon delivery of the earlier of a judgment on the merits in Delaware or in this writ action. As this writ action has just been fixed for trial in the middle of January 2026, it is likely, therefore, that judgment would be given in Delaware first, so that the Cayman injunction would automatically terminate then.

17. I am not with the Defendant on this point. The difficulty with the Defendant's proposal is that it assumes that the outcome in Delaware is binary. The reality is that it is impossible to know in advance what will be the content of the Delaware judgment, what issues it will decide in what way and what impact the judgment in Delaware will have on the issues in the Cayman proceedings. I agree with the Plaintiffs that it is for the Cayman court to retain control over the duration and terms of the injunction, and whether and when it is discharged or varied in light of whatever decision is made in Delaware. So, I reject the Defendant's request to vary the terms of the injunction to that extent.

D. Should the Plaintiffs provide fortification of their undertaking in damages?

18. The Defendant seeks fortification of approximately US $100 million to reflect the potential damage to the portfolio companies which, it says, is ongoing and occurring as a result of the lack of immediate funding available to them.

19. The difficulties with that position are, first of all, there is a significant question mark over what loss the Partnership will suffer, and the values of the portfolio companies on which that loss will be based. The estimates made by Dr Harrison in his evidence appear to be significantly overinflated as they are based on potential future values that the early-stage development companies or clinical stage companies may have in the future, rather than reflecting the current-day values of the portfolio companies. I am therefore not confident that the figure of US $100 million sought is a realistic reflection of the current values of those companies.

20. Secondly, Mr Scott is right to question the causation of any losses. There is force in his submission that any impact on the portfolio companies flows not from the fact that there is an injunction in place, but from the underlying dispute between the parties over whether the Plaintiffs are obliged to provide further capital funding or not.

21. Thirdly, and in my view this really is the most significant aspect, if there is any loss suffered by the Partnership which is caused by the injunction, then recovery of that loss will be easily enforceable against the Plaintiffs' interests in the Partnership, which are worth over US $3.8 billion and which are within the jurisdiction of the Cayman Islands court. For those reasons, I refuse the Defendant's request for fortification of the Plaintiffs' undertakings.

Dated 18 August 2025

THE HONOURABLE JUSTICE JALIL ASIF KC
JUDGE OF THE GRAND COURT