NEUTRAL CITATION NUMBER: [2026] CIGC (Civ) 23

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO. G0225 OF 2025

BETWEEN

ANTHONY AKIWUMI

PLAINTIFF

AND

(1) DEBORAH ROBERTS
(2) TRAVERS THORP ALBERGA
(3) LOUISE DESROSIERS
(4) DEMI MCLEAN
(5) CAREY OLSEN CAYMAN LIMITED
(6) PETER SHERWOOD
(7) PETRI BASSON
(8) LIZE BASSON

DEFENDANTS

IN CHAMBERS

CORAM: **Hon. Justice Walters (Act.)**

Appearances: **Ms Deborah Roberts (in person)**
Mr Neil McLarnon on behalf of Travers Thorp Alberga and Louise Desrosiers
Ms Demi McLean (in person)
Mr Luke Burgess-Shannon of Appleby (Cayman) Ltd on behalf of Carey Olsen Cayman Limited and Mr Peter Sherwood
Mr Kyle Broadhurst of Broadhurst LLC, Attorneys at law on behalf of Mr Petri Basson and Ms Lize Basson.

Date of Hearing: **8 May 2026**

Decision Delivered: **8 May 2026**

Draft Reasons Circulated: **28 May 2026**

Reasons for Decision Delivered: **9 June 2026**

REASONS FOR DECISION

1. This is the hearing of 5 summonses issued by the various Defendants seeking orders pursuant to Grand Court Rules ("GCR") O.25, r.1 (4) and r.1 (5) striking out the Plaintiff's claim. The First Defendant's summons is dated 16 April 2026, Second and Third Defendants' summons is dated 23 March 2026, the Fourth Defendant's summons is dated 23 March 2026, the Fifth and Sixth Defendants' summons is dated 17 April 2026 and the Seventh and Eight Defendants' summons is dated 31 March 2026. All are in similar form.

2. The Plaintiff has considerable experience as a senior commercial litigation attorney practicing in the Cayman Islands and previously as a barrister in England and Wales.

3. At the hearing on 8 May 2026 I granted the relief sought by the various Defendants and dismissed the Plaintiff's claim on the grounds of inordinate delay and abuse of the process of the Court. These are the reasons for that decision.

BACKGROUND[1]

4. The Writ in this action was issued on 21 August 2025. The claims made in the Statement of Claim relate to two other separate Grand Court proceedings. I summarize each below.

(1) Cause FAM 102 of 2012

5. Mr Akiwumi is also the Respondent in Cause No. FAM 102 of 2012 (the "Family Proceedings"). The First Defendant in these proceedings is the Applicant in the Family Proceedings (the

[1] Summarized from my judgment dated 4 April 2025 in related cause G0249 of 2024 (the "Judgment").

"Applicant"). Counsel for the Applicant in the Family Proceedings are Travers Thorp Alberga ("TTA").

6. Mr Akiwumi is the registered proprietor of 69 Hinds Way, George Town (the "Property").

7. A number of charges are registered against title to the Property including charges in favour of the bank with a mortgage over the Property and the Applicant in relation to a judgment debt due and payable by Mr Akiwumi to Applicant in the Family Proceedings and, for ease of reference, being best described as arrears of maintenance and child support.

8. On the application of the Applicant in the Family Proceedings two orders were made on 14 September 2023 and 12 March 2024 (respectively the "September 2023 Order" and the "March 2024 Order").

9. When the September 2023 Order was made, the Property had already been listed for sale by International Realty Group Ltd ("IRG"), the realtors engaged by Mr Akiwumi for CI$1,475,000 (US$1,798,780 at CI$0.82:US$1).

10. At the time that the September 2023 Order was made, Mr Akiwumi accepted that the Property should be sold but there was disagreement with the Applicant in the Family Proceedings as to the list price of the Property. The September 2023 Order ordered that the Property should be sold without further reference to the Court and for the Applicant in the Family Proceedings to recover possession of the Property and for a sale by private treaty. The September 2023 Order required that the Property be valued by two separate but jointly instructed valuation agents. A mechanism was also provided for the adjustment of the list price of the Property depending on those valuations. Provision was also made for a reserve price for the Property. The September 2023 Order also provided that upon the above valuation reports being received, Mr Akiwumi would continue to have conduct of the sale of the Property for a period of four further calendar months subject to *inter alia* its then current list price being adjusted to reflect the median value of the Property's market value as provided for within the two valuation reports.

11. The September 2023 Order further provided that if the Property remained unsold during those four calendar months, commencing from the date of the valuation reports mentioned above, RE/MAX (Cayman) Limited ("RE/MAX") would be instructed as the sales agent in place of IRG. It was

further ordered that upon an unconditional offer to purchase the Property being received, Mr Akiwumi would deliver vacant possession to the Applicant within 30 days. TTA were appointed as the attorneys on record with conduct of the sale of the Property and it was ordered that the proceeds from the sale of the Property should be paid to TTA and held in escrow to discharge the various debts secured as charges against the Property and other sums owed by Mr Akiwumi. Any remaining sale proceeds were to be paid to Mr Akiwumi.

12. The two valuations were obtained in October and November 2023. The March 2024 Order provided that Mr Akiwumi should instruct IRG to withdraw their sales listing for the Property as required by the September 2023 Order. The March 2024 Order also set the sale price to the reduced figure of CI$1,136,000 (US$1,385,365 at CI$0.82:US$1). The Applicant in the Family Proceedings was ordered to appoint RE/MAX as the sales agent in place of IRG. Copies of the March 2024 Order were to be sent by TTA to Mr Akiwumi, IRG, RE/MAX and the various other secured and unsecured creditors.

(2) Cause G 0249 of 2024

13. The second set of proceedings (Cause No. G 0249 of 2024) were between Mr Akiwumi and Mr and Mrs Basson, the Seventh and Eight Defendants in this action (the "Option Proceedings"). I dealt with the facts of that case in the Judgment. Briefly, the Bassons entered into an option agreement (discussed below) with Mr Akiwumi in relation to the Property. In his affidavit dated 27 November 2024 sworn in those proceedings and summarized below, Mr Basson set out the background to that transaction.

14. Mr Basson said that in or about January 2024, he and his wife came across an online listing of the Property and subsequently attended an open house viewing of the Property organised by a Mr David Gordon of IRG. Mr Basson said that Mr Gordon introduced Mr Akiwumi as the owner of the Property. After some negotiation, Mr Basson said that on 5 March, 2024 he and his wife entered into an agreement (the "Purchase Agreement") with Mr Akiwumi for the purchase of the Property at a price of CI$1,115,000. The Purchase Agreement was on standard Cayman Islands Real Estate Brokers Association ("CIREBA") terms and was subject to various conditions including approved financing by 25 April 2024 and satisfactory surveys and inspections. Apparently, on 25 April 2024 it was agreed that the deadline in the Purchase Agreement for approved financing should be extended to 31 May 2024.

15. Mr Basson went on to say that on 15 May 2024 he had a call with Mr Gordon during which Mr Gordon mentioned that the Property was subject to the Family Proceedings and that TTA required certain documents from Mr and Mrs Basson for KYC purposes. Mr Basson said that neither he nor his wife were aware of the Family Proceedings before that conversation and that neither Mr Gordon nor Mr Akiwumi had informed them that TTA had been empowered to sell the Property and that Mr Akiwumi was not in a position to sell the Property. Mr Basson said that no further information about the Family Proceedings was shared with them.

16. Mr Basson said that on or about 31 May 2024 he and his wife were informed by their prospective mortgagee that it would not be able to lend them more than 50% of the value of the Property due to it being a wooden structure. As a result, Mr and Mrs Basson entered into direct negotiations with Mr Akiwumi about the Property. The parties appear to have discussed various options about how Mr Akiwumi's interest in the Property might be transferred to Mr and Mrs Basson other than by way of an outright sale. Mr Basson says that on 24 June 2024 Mr Akiwumi circulated to them two draft documents, one described as a Tenancy Agreement and Lease Option and the other as an Owner Financing Purchase Deed. The general gist of the two agreements was to allow the Bassons to rent the Property with provision for lump sum payments to be made on agreed dates towards an agreed purchase price of US$1,050,000. There would also be a partial credit toward the purchase price from the monthly rent. Mr Basson says that the receipt of those draft documents caused him to obtain legal advice from Carey Olsen who acted for him in those proceedings and who are the Fifth Defendant in these proceedings with partner Peter Sherwood the Sixth Defendant. Whilst making clear that he was not waiving privilege in relation to the advice from Carey Olsen, it appears that they recommended that the transaction be structured as an option agreement. They prepared a draft of that which Mr Basson sent to Mr Akiwumi on 25 July 2024 (the "Option Agreement").

17. Mr Basson said that throughout the remainder of July 2024 and early August 2024. He and Mr Akiwumi negotiated the terms of the Option Agreement with a final form being agreed on 8 August 2024. The Option Agreement was signed by Mr and Mrs Basson on 9 August 2024 but it was dated 23 August 2024. In summary, Mr Basson said that the option agreement provided that:

    17.1 he and his wife were granted an option to purchase the Property at any time during the period of six years from the date of the Option Agreement (the "Option Period") at the price of US$1,050,000;

17.2 during the Option Period Mr and Mrs Basson were entitled to occupy the Property as licensees and during that period, Mr Akiwumi was not entitled to sell, lease, charge, share, part possession with, or in any way deal with the Property; and,

17.3 Mr and Mrs Basson were required to pay Mr Akiwumi US$250,000 (the "Option Fee") on execution of the Option Agreement, which Mr Basson said that they did on 23 August 2024 and further sums during the Option Period which in total would amount to US$1,050,000.

18. Mr Basson said that on 22 August 2024, prior to paying the Option Fee, he sent an email to Mr Akiwumi asking him to confirm whether TTA's involvement with the Property would have any impact on the sale. Mr Basson said that he did this because he had not heard any more about TTA's involvement since his conversation with Mr Gordon in May and he wanted to make sure this was not something that would impact their plans. Mr Akiwumi responded to that email by indicating that it would not. Mr Basson said that, relying on that response, on 23 August 2024 he and his wife transferred the Option Fee into a bank account controlled by Mr Dennis Brady (an attorney at law and the Second Counterclaim Defendant in the Option Proceedings) who Mr Akiwumi had stated was acting for him in private transactional matters.

19. Mr Basson went on to say that between 25 and 28 August 2024, he tried to contact Mr Akiwumi to make arrangements to obtain the keys to the Property and for he and his wife to move in. But, he said, Mr Akiwumi was unresponsive. Mr Basson said that due to Mr Akiwumi's failure to respond during this period, on 28 August 2024 he called Ms Louise Desrosiers at TTA (the Third Defendant in these proceedings). He said that Ms Desrosiers advised him that the Property was the subject of the Family Proceedings and referred to the September 2023 Order and the March 2024 Order, explained their effect and, in particular, that Mr Akiwumi was prevented by orders of the Grand Court from selling the Property to them as was contemplated by the Option Agreement. Furthermore, apparently, Ms Desrosiers told Mr Basson that Mr Akiwumi was not in a position to prevent the Property being sold to anyone else during the Option Period.

20. Mr Basson said that he immediately contacted his bank to stop the payment being made to Mr Brady's account but was unsuccessful. It appears that the same day, TTA wrote to Mr Brady and Carey Olsen, putting Mr Brady on notice that the money paid into his escrow account should not be transferred to Mr Akiwumi or to any other third party.

21. Carey Olsen wrote separately to Mr Brady on 28 August 2024 putting him on notice that the position of the Basson's was that they had transferred the Option Fee to Mr Brady as a result of misrepresentations made by Mr Akiwumi and asked for immediate confirmation that the Option Fee will be held by impending further communication.

22. In summary, in cause G 0249 of 2024, Mr Akiwumi claimed by that the Bassons were in repudiatory breach of their obligations under the Option Agreement, as a result of which, Mr Akiwumi claimed that he was entitled to retain 50% of the Option Fee, namely US$250,000. He also made a claim for the amount of US$540,000 being the monthly licence fee that the Bassons would have paid during the Option Period (US$7,500 for 72 months).

23. By their Defence and Counterclaim dated 23 October 2024, the Bassons denied being liable to Mr Akiwumi. They claimed that they were induced to enter into the Option Agreement by express and implied misrepresentations made to them by Mr Akiwumi to the effect that he had the capacity, authority, ability and intention to sell the Property to them under the terms of the Option Agreement and to permit the Bassons to inhabit the Property for the duration of the Option Period of 6 years. The Bassons claimed that on 6 September 2024, upon discovering that the representations made by Mr Akiwumi were false, they rescinded the Option Agreement and demanded the Option Fee be returned to them.

24. In the Judgment I said as follows:

> "*110 As I noted in paragraph 25 above, in his affidavit Mr Basson says that he and his wife would not have entered into this arrangement with Mr Akiwumi if at any time the Property could be sold to third party who would not be bound by their rights to have Property transferred to them in accordance with the Option Agreement and would require them to vacate the Property. He goes on to say that had he and his wife known that Mr Akiwumi was powerless to give effect to his obligations under the option agreement, and powerless to prevent the Property being sold by TTA, they would not have entered into the Option Agreement.*
>
> *111. There are two other aspects of this case that I will mention again because I am of the view that they have some relevance to Mr Akiwumi's knowledge and/or intention. The first is the email from Mr Akiwumi on 28 August 2023 in which he comments that the disclosure of the Option Agreement to TTA had "thrown a wrench" in what he describes as a "carefully thought through transaction". This suggests to me that he knew that TTA were unaware of the Option Agreement and once they were (as they did in their letter of 28 August 2024)*

would treat the terms of such an agreement as a breach of the terms of the September 2023 Order and March 2024 Order, and wished to avoid the terms of the Option Agreement from coming to their attention. The second are the comments that Mr Akiwumi made to me during the hearing about his "scheme of arrangement". These suggest to me that Mr Akiwumi intended that the funds generated by the Option Agreement would be dealt with by him personally to the exclusion and arguably in breach of the process set out in the September 2023 Order and March 2024 Order.

112. *Having considered the evidence and submission from Mr Akiwumi, I am satisfied that the Overarching Representation, Clause 11 Representation and the Email Representation were made. The latter may well be excluded by virtue of the entire agreement clause (18) in the Option Agreement. Regardless, I am of the view that Mr Akiwumi did represent to the Bassons that he would be able to sell the Property to them if they exercised the Option and that he also warranted that he was not aware of anything material would negatively impact the decision of the Bassons to enter into the Option Agreements. These are express representations. Based on what I have set out above, in the case of the Overarching Representation, I am of the view that Mr Akiwumi made it with reckless indifference as to its truth or falsity. In the case of the Clause 11 Representation, I am of the view that he made it knowing it to be false. In the case of the Email Representation, I am of the view that he made it knowing it to be false but place no weight on that of the purposes of this application.*

113. *Having considered the evidence from Mr Basson and the submissions made by Mr Sherwood, I am satisfied that the Bassons relied on (and that it was reasonable for them to do so) the Overarching Representation, Clause 11 Representation when entering into the Option Agreement and that if they had been apprised of the detail, effect and implication of the September 2023 Order and March 2024 Order, they would not have entered into it. Mr Akiwumi argues that there was a duty on the Bassons to make an enquiry in relation to the September 2023 Order and March 2024 Order and that they failed to do so. I have set out above Mr Sherwood's submissions on this point; namely, that the mere fact it is argued that the representee has the opportunity to discover the truth does not prevent the statement from being a misrepresentation. As Mr Sherwood submitted, the appropriate test is whether there is actual and reasonable reliance on the misrepresentation and that if a representee does not know that a representation is false, it is no defence to an action, either for damages or rescission, that the representee might have discovered the falsity of the representation by the exercise of reasonable care. Those submissions are not challenged by Mr Akiwumi, and I am satisfied that based on my finding that there was actual and reasonable reliance on the representations made by Mr Akiwumi such that it is no defence to suggest that if they had made further enquiry of TTA, they might have discovered the falsity of what Mr Akiwumi has represented.*

> *114. I am not satisfied that, as Mr Akiwumi argues, there is any basis for this matter to proceed to trial. The material evidence is before the Court. Mr Akiwumi has alluded to the need for discovery, but as I mentioned earlier, this appears to relate to the basis of the application for the Freezing Injunction in the Family Proceedings. I can see no further evidence that might be relevant to the question of the representations made by Mr Akiwumi in connection with the Option Agreement."*

25. My decision in the Option Proceedings was in favour of the Bassons and Mr Akiwumi's Writ and Statement of Claim were struck out. Mr Akiwumi did not seek to appeal that decision.

THE CURRENT PROCEEDINGS

26. This then brings us back to the present proceedings. On 21 August 2025 Mr Akiwumi filed a 60 page Writ endorsed with the Statement of Claim. The Statement of Claim begins with an "*INTRODUCTORY NOTE FOR THE COURT*". In part that reads as follows:

> *"Nature of proceedings*
>
> *This action concerns unlawful means conspiracy involving eight Defendants spanning October 2020 to present, arising from family proceedings under Schedule 1 of the Children Act 2024 Revision. The claim seeks damages comprising compensatory damages, including damages for loss of opportunity, aggravated damages, and exemplary damages."*
>
> ...
>
> *Core allegations*
>
> *Five distinct conspiracies are alleged:*
>
> *i. Contingency fee arrangements without court disclosure (October 2020-2021);*
> *ii. Evasion of Private Funding of Legal Services Act 2020 requirements spanning three years;*
> *iii. Contractual interference with the August 2024 [Option Agreement};*
> *iv. False evidence targeting liberty rights (September 2024); and,*
> *v. Maintenance of unlawful proceedings despite judicial criticism."*

27. The Statement of Claim goes on to allege professional misconduct on the part of the Second, Third, Fourth, Fifth, Sixth Defendants. The quantum of damages is described as comprising:

> i. "***Compensatory damages*** *arising from the Defendants unlawful interference with a contract and dam [sic]; loss of opportunity damages; and, associated costs plus interest.*
>
> ii. *The claim for substantial* ***Aggravated Damages*** *addresses deliberate interference by the Defendants with the Plaintiff's rights of freedom of movement (via the filing of an application for a Passport Order seeking to restrict the Plaintiff's freedom of movement) and, egregious professional misconduct act in furtherance of the conspiracies.*
>
> iii. *The Plaintiff seeks an award of* ***Exemplary Damages*** *by way of deterrent relief for criminal conduct and professional violations by officer of court in children's proceedings."*

28. The prayer for relief sets out the various claims, the headings for which are as follows:

> *"**FIRST CLAIM**: Unlawful Means Conspiracy - Champerty and Maintenance Evasion (Against Defendants 1-4) ...*
>
> ***SECOND CLAIM**: Unlawful means conspiracy - PLFSA[2] Evasion (Against Defendants 1-4) ...*
>
> ***THIRD CLAIM**: Unlawful Means Conspiracy - Contractual Interference Through Jurisdictional Fraud (Against All Defendants) ...*
>
> ***FOURTH CLAIM**: Unlawful Means Conspiracy - False Evidence and Liberty Targeting (Against Defendants 1-4) ...*
>
> ***FIFTH CLAIM**: Unlawful Means Conspiracy - Unlawful Maintenance (Against all Defendants) ...*
>
> ***SIXTH CLAIM**: Tortious Interference with Contractiual Relations (Against All Defendants) ...*
>
> ***SEVENTH CLAIM**: Abuse of Process (Against Defendants 1-4) ...*
>
> ***EIGHTH CLAIM**: Professional Misconduct and Third-Party Duties (against Defendants 2-6) ...*

[2] Private Funding of Legal Services Act 2020.

> ***NINTH CLAIM**: Breach of Professional Undertaking (against Defendants 2-2) ...*
> ***TENTH CLAIM: [contempt of court by the First Defendant when giving an undertaking in** damages] ...*
> ***ELEVENTH CLAIM**: [A conspiracy by the Second, Third, Fourth, Fifth and Sixth Defendants to breach Rule 3.23 of the Children Act (Grand Court) Rules 2024 by unlawfully sharing confidential information from family proceedings for commercial purposes.]"*

29. The claims all relate to the Family Proceedings and the Option Proceedings.

30. The Defendants served Defences between 3 November 2025 and 15 January 2026, the later pleadings being served with extensions of time granted at a hearing on 3 December 2025 at which the Plaintiff failed to appear. All claims by the Plaintiff were denied.

31. The Plaintiff served a Reply dated 24 October 2025 to the Defence of the Second Defendant but not to any of the other Defences. No further action was taken by the Plaintiff.

32. By virtue of GCR O.18, r.20(1)(b) pleadings were deemed to be closed on 29 January 2026, 14 days after the last Defence was served by the Seventh and Eight Defendants on 15 January 2026.

33. In accordance with GCR O. 25, r.1 the Plaintiff was required to issue a summons for directions within one month after close of pleadings. That has not happened.

34. The various summonses issued by the Defendants were served by delivering them to the Property, being the address for service for the Plaintiff. According to the various affidavits of service, on each occasion there was no one present at the Property and the documents delivered were left by the front door. Those documents appear to remain untouched.

35. On the morning of this hearing it became apparent partly by chance that the Plaintiff had filed Summonses dated 6 May 2026 in the Family Proceeding and this action seeking an order that I recuse myself from the cases. Those summonses have not been issued or served and there was no affidavit in support. Also, immediately prior to this hearing the Plaintiff sent a letter by email for the attention of the Honourable Chief Justice raising the question of my recusal and requesting the re-assignment of the case to another judge. The Plaintiff suggests in his letter that although there

was no question about my personal integrity, there was some question about "*structural independence failures*" largely based, it seems, on matters such as the fact that I have dealt with a number of the cases involving the Plaintiff, in some instances dealing with issues relating to more than one cause at the same hearing and granting an extension of time for the service by the First Defendant of her Defence in these proceedings at the hearing last December at which the Plaintiff failed to appear. The Plaintiff also raises the question of a former partner of mine from private practice who is now practicing with TTA. At the conclusion of his letter to the Honourable Chief Justice, the Plaintiff said that he was "*..content for the hearing of 8 May 2026 to proceed.*" and reserved his rights.

36. As noted above, the Plaintiff failed to appear at this hearing[3].

37. The question of recusal is not a new issue raised by the Plaintiff. In a Minute of Order dated 24 January 2025 in the Family Proceedings, I noted as follows:

> "*I gave directions in Cause G0249 of 2024 immediately before this hearing and, as I indicated in that hearing, I saw no reason to preclude the parties/counsel in both actions from attending both hearings due to the common issues. Mr Akiwumi initially raised a question about his "application" for me to recuse myself. After refreshing my memory, I recalled that Mr Akiwumi wrote to the Court on 25 September 2023 following a hearing on 13 September 2023 requesting that I recuse myself from the case. That was forwarded to me by the Court on 11 October 2023 and I provided the Court with the text of a response the same day:*
>
> > "*The Respondent appears to be a dissatisfied litigant. My Minute of Order dated [ ] deals with the recent hearing. The parties were both heard. The Respondent was engaged in the review of the draft order and multiple changes were made at his request. As he will recall, at points during the hearing the Respondent shouted at opposing counsel [Ms Desrosiers] and used what in my view was rude and demeaning language when speaking to and referring to her. I did therefore challenge him about that and reminded him to behave as a senior advocate should when appearing in a courtroom.*"
>
> *In court today, Mr Akiwumi argued that I had not responded to that "application" and that, as a result, in 2024 he had made a formal complaint about me to the Chief Justice. That complaint had not been brought to my attention. Ms McLean reminded me that the text of my response had been sent by email by the Court to the parties. It appears that Mr Akiwumi did not see that message. Mr Akiwumi has not made a formal application by way of summons for me to recuse myself and he*

[3] I should note that no evidence was filed by Mr Akiwumi in connection with this hearing. He did send lengthy written submissions to the Court by email after the hearing listing time of 09.30. As a result of his non-appearance and late filing, those submissions were not considered.

> *has not sought to appeal the order made on 13 September 2023[4]. In the circumstances, I stand by my response from October 2023 and am of the view that nothing further needs to be done in that regard. I suggested to Mr Akiwumi that if his complaint was based on his mistaken belief that I had not responded in October 2023 then he should advise the Chief Justice accordingly.*

38. In the absence of an issued and served summons and any evidence in support and, in view of Mr Akiwumin's non-appearance at this hearing I noted the above and confirmed to the parties that I did not take the view that there any grounds to recuse myself but would deal with the formal application if, or as and when, it was properly before the court. In the meantime, the Defendants' summonses would be heard. This is consistent with the general approach taken by the English Court of Appeal in the case of *Watts v Watts*[5] to which I was referred by Mr McLarnon.

39. Generally, I remain of the view that the Plaintiff remains a dissatisfied litigant and that it is indicative of his approach to all of the proceedings mentioned in this judgment in which his preferred approach is to complain rather than, for example, appeal or otherwise engage with the due process and procedure of the Court.

THE DEFENDANTS' SUMMONSES

40. Mr Burgess-Shannon had prepared some helpful written submissions which applied to all Defendants and adopted by all. He argues that, as summarised at paragraphs [3]-[4] of the Defence of the Fifth and Sixth Defendant, the Plaintiff's claims against those Defendants (i) disclose no reasonable cause of action and have no real prospect of success; (ii) are vexatious and abusive; (iii) are barred by the principle of illegality; and (iv) are pleaded in a defective and embarrassing manner. He says that as noted at paragraph [5] of the Defence his clients' intention was therefore to apply for Summary Judgment and strike out on that basis.

41. He argues however, that it has become apparent that the Plaintiff appears to have abandoned his claims and, on that basis, it is therefore appropriate that his claims instead be struck out at this stage pursuant to GCR 0.25, r.1(4) and r.1(5), having regard to the overriding objective and other discretionary factors.

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[4] The September 2023 Order in the Family Proceedings.
[5] [2015] EWCA Civ 1297, paras 26 and 27.

42. The affidavit of Mr Sherwood dated 17 April 2026 notes the failure by the Plaintiff to file Replies to Defences apart from to that of the Second Defendant and also notes his failure to issue a Summons for Directions. Mr Burgess-Shannon goes on to argue that as mentioned above, GCR 0.25, r.1 provides, in mandatory language, that *"the plaintiff must, within 1 month after the pleadings in the action are deemed to be closed, take out a summons (in these Rules referred to as a summons for directions) returnable in not less than 14 days."* 0.25, r.1(4) and (5) further provide that where a plaintiff fails to do so, a defendant may apply for an order dismissing the action (which the Court may grant on such terms as it deems just). He says that the Plaintiff has failed to do so (within the specified time or at all), such that his claim should be dismissed pursuant to 0.25, r.1(4) and (5).

43. He argues further that the limited Cayman Islands case law related to GCR 0.25, r.1 sets out no rule specific test, and instead considers strike out for want of prosecution/abuse of process generally.[6] Mr Burgess-Shannon refers to the Commentary to the Rules of the Supreme Court 1999[8] note which says that whilst r.1(4) expressly empowers the Court to dismiss any action for want of prosecution if the plaintiff does not issue the summons for directions within proper time, the Court additionally has inherent jurisdiction to dismiss an action for want of prosecution if there has been default in complying with the rules or excessive delay in the prosecution of the action (and the same principles are generally applied in either case).[7]

44. Mr Burgess-Shannon goes on to submit that the recent judgment of Asif J in *Watler v Patino* [2025] CIGC (Civ) 2[10] is of assistance. The case concerned an application for strike out for want of prosecution where serious allegations of fraud were made against the defendant. The relevant law is outlined at paragraphs [54]-[60] of the judgment.

> *"54. The power in the Cayman Islands to strike out an action for want of prosecution has been applied in a number of cases, adopting the English approach based on Birkett v James [1978] A.C. 297 and Allen v McAlpine [1968] 2 Q.B. 229 and the many cases that followed in England & Wales during the 1990s, when the jurisdiction was closely scrutinised and refined. The principles to be applied can*

[6] *Guinness Mahon Cayman Trust Ltd v Washington Intl Bank & Trust Ltd* [1984-85] CILR 167; *Vernon v Green* (Unreported, 7 December 2017, Williams J); *Gonzalez v Port Authority of the Cayman Islands* [2026] CIGC (Civ) 5.

[7] At RSC O.25/L/1.

be summarised briefly as follows.

55. There are two bases for seeking to strike out a claim for want of prosecution, which are: 55.1 contumelious default – meaning a deliberate breach of a court order, but that avenue is closed as soon as the defaulting party complies with the order in question; and 55.2 inordinate and inexcusable delay preventing a fair trial or prejudicing a defendant. At least in the second case, it is a requirement that the applicable limitation period must have expired, otherwise the plaintiff could simply start a new action based on the same cause of action."

45. Mr Burgess-Shannon submitted that the former means a deliberate breach of a court order. As to the latter, once a writ has been issued, the plaintiff is bound to observe the Court rules and to proceed with *"reasonable diligence"*. As Asif J said in *Watler v Patino:*

"56. Focussing on inordinate and inexcusable delay, the following principles apply:

56.1 There must be inordinate delay on the plaintiff's side in progressing the claim.

56.2 "Inordinate" means "materially longer than the time usually regarded by the profession and Courts as an acceptable period."

56.3 The specific inordinate delay: (a) must give rise to a substantial risk that it is not possible to have a fair trial of the issues; or (b) must be likely to cause or to have caused serious prejudice to the defendants either as between themselves and the plaintiff or between each other or between them and a third party.

56.4 Time permitted by the Limitation Act cannot be inordinate delay. However, the later the plaintiff starts his or her action the higher is the duty to prosecute it with diligence. Thus, where the plaintiff has delayed within the period allowed by the Limitation Act, any additional prejudice flowing from any delay thereafter may be "serious" if more than minimal."

46. It is argued that to commence and continue litigation with no intention to bring the same to a conclusion is itself a parallel ground for striking out under the Court's inherent jurisdiction. A claimant's inactivity can be relied upon as evidence of the absence of an

intention to advance the action: once it is established that the claimant has allowed the action to stagnate, the burden shifts to them to show why the action should not be struck out.[8] It is usually fair to conclude that a party who persists in default has no confidence in the merits of his case or has lost the desire to pursue it. In many cases, the prospects of a successful application are much improved by one or two reminders to the plaintiff that he should either proceed with the action or abandon it.[9]

47. The failure of a plaintiff to advance a case in accordance with the usual timescales is exacerbated where their claim makes serious allegations of fraud against the defendants (as is the case here), as there is a high duty on a litigant who advances allegations of fraud only to do so where there is cogent evidence to support that allegation, and to progress the claim to a timely conclusion.

48. This was highlighted in *Watler v Patino where the judge said:*

> *"68. The abject failure of the Plaintiffs to advance this case in accordance with anything approaching the usual timescales is exacerbated by the following features:*
>
> *68.1 The claim makes serious allegations of fraud against the Defendants. Mrs Watler repeated those serious allegations in her affidavit sworn on 9 March 2001. There is a high duty on a litigant who advances allegations of fraud only to do so where there is cogent evidence to support that allegation, and to progress the claim to a timely conclusion. Mrs Watler has completely ignored both of those requirements.*
>
> ...
>
> *68.3 The Plaintiffs did not even have the courtesy to the Court to appear at the hearing of their own summons on 25 April 2001 to obtain the inhibition.*
>
> *68.4 The Plaintiffs have chosen not to put any evidence before the Court:*
>
> *(a) to apologise to the Court for their dilatory conduct of the action;*
>
> *(b) to demonstrate why the proceedings should not be characterised as an abuse of process; or (c) to put forward any excuse or explanation for their conduct.*
>
> *69. The only inference that I can draw from the Plaintiffs' behaviour in relation to this*

[8] Zuckerman on Civil Procedure (5th Ed) at 12.274.
[9] At RSC O.25/L/1.

> *case is that they (before Mr Jackson's death) and Mrs Watler (since his death) have never had any bona fide intention to prosecute this action to a conclusion, let alone to a prompt determination of the issues. I therefore have no hesitation whatsoever in striking out this claim as an abuse of process."*

49. It is submitted by Mr Burgess-Shannon that this is *a fortiori* where a specific rule requiring a step to be taken on express sanction of dismissal is breached. He argues that as in *Watler v Patino* it is also exacerbated by a plaintiff's failure to file evidence, apologise for dilatory conduct, demonstrate why the proceedings should not be categorised as an abuse of process, or put forward any excuse of explanation for their conduct. Where the appropriate inference drawn as a result is that the plaintiff never had any *bona fide* intention to prosecute the action to a conclusion, the court will not hesitate in striking out the claim as an abuse.

50. As also highlighted in *Watler v Patino,* he argues that the prejudice entitling a defendant to strike out an action is not confined to prejudice affecting the actual conduct of the trial: it includes *inter alia* prejudice to the defendant's business interests and the effect of having serious allegations hanging over the heads of professionals for an extended period. He says that the extent of prejudice is a matter of fact and degree.

51. Finally, he submits that in that context, the obligation on litigants (and attorneys) pursuant to paragraph 3 of the Preamble to the GCR - to help the Court to further the overriding objective - is of importance. The overriding objective is to deal with every cause or matter in a just, expeditious and economical way.

52. Applying the law to the facts of the case, Mr Burgess-Shannon submits the following:

(1) Referring to an entry on the Legal500 publication, the Plaintiff is a former attorney who has practised in the Cayman Islands since 1997.[10] Based on local press coverage he says that the Plaintiff was most recently a partner and *'specialist commercial & regulatory litigation advocate'* at Etienne Blake, a firm which he co-founded. He therefore has extensive experience in litigation in the Cayman Islands and he says there can be no suggestion that what Mr Burgess-Shannon describes as

[10] https://www.legal500.com/firms/9413-pump-court-chambers/r-england/about

the Plaintiff's recalcitrant conduct regarding the rules and proper procedure of the Grand Court is born out of accident or inexperience: he says that it can only be intentional.

(2) It is accepted by the Fifth and Sixth Defendants that that strike out, particularly for procedural non-compliance, may be extreme relief in an ordinary case. However, he says that Plaintiff's claims against Fifth and Sixth Defendants are wholly without merit, vexatious, abusive and barred by the Plaintiff's own illegality. He argues that this is not a case of restricting access to justice by early strike out: it is instead drawing an appropriate and early close to baseless and abusive claims by an individual who has already been found to have engaged in fraudulent conduct.

(3) It is said that the Plaintiff has plainly failed to progress these proceedings with any reasonable diligence at all, has failed to comply with his obligation to issue a summons for directions, or to comply with his obligations under the overriding objective. It is argued that he has demonstrably allowed the claim to stagnate, and he offers no reason why the claim should not be struck out (despite having the burden of doing so). He has received specific warnings that the present application seeks that his claims be struck out, and that his failure to respond will be drawn to the attention of the Court at the hearing on 8 May 2026, but has remained *in absentia* (whilst, Mr Burgess-Sahnnon suggests, remaining physically and digitally active elsewhere).

(4) It is claimed that his failures are compounded in the present case, given
   (i) the serious nature of the allegations (including fraud and professional misconduct against a leading law firm and a partner thereof);
   (ii) his failure to engage at all since 27 October 2025 (over six months);
   (iii) his failure to provide evidence or any explanation at all as to why the claims should proceed and are not abusive; and
   (iv) his failure to make any application for an extension of time.

(5) It is argued that the Fifth and Sixth Defendants have plainly suffered prejudice as a result of P's claims and his failure in progressing same, including the impact upon their business interests and having serious allegations hanging over their heads for an

extended period.

(6) Mr Burgess-Shannon says that the proper inference is that the Plaintiff never had any *bona fide* intention to prosecute the action to a conclusion, and his inactivity can be relied upon as evidence of that absence of intention. The Court should therefore not hesitate in striking out the claim (including on the grounds of abuse). He adds that dismissal at this stage is in the best interests of the parties, the Court and of justice, having regard to the overriding objective. It will resolve the proceedings in the most just, expeditious and economical way.

53. The submissions of Mr McLarnon and Mr Broadhurst largely repeated what was covered by Mr Burgess-Shannon. Mr Broadhurst emphasized that there was no evidence from the Plaintiff for the purposes of this hearing and that he had failed to engage with the proceedings since serving the Reply to the Defence of the Second Defendant.

54. Ms McLean also repeated elements of Mr Burgess-Shannon's submissions but stressed the prejudice to her of the continuation of these proceedings. Ms McLean said that the allegations against her and the other defendants are of serious wrongdoing and in some cases professional misconduct. Although she has denied the claims in her Defence, Ms McLean said that the allegations are damaging to her, have caused her significant stress and anxiety and reputational and professional prejudice.

ANALYSIS AND CONCLUSION

55. I regard the following factors as material to my decision:

(1) Mr Akiwumi has considerable experience as a commercial litigation attorney.

(2) It is quite clear that the allegations in this action are very serious and for some of the Defendants raise questions about professional conduct and liability. Such allegations cannot be made lightly. The nature of the allegations are in my view exacerbated by the fact that they were endorsed on the Writ, so are public and some of the professionals have been named personally as Defendants causing them to suffer personal and professional prejudice as outlined by Ms McLean.

(3) In such circumstances, as noted in *Waller v Patino,* it is incumbent on a plaintiff to progress a claim to a timely conclusion.

(4) As has been noted above, there has been no activity by the Plaintiff in these proceedings since 24 October 2025. Pleadings were deemed closed on 29 January 2026 and a summons for directions should have been issued within one month after that date. That has not happened.

(5) The Plaintiff was clearly aware of this hearing as can be seen from his letter to the Honourable Chief Justice and the fact that he filed lengthy written submission after the time that the hearing was listed to commence. This is despite the fact that the summonses and evidence in support of the current application were delivered to his address for service but remained untouched. Indeed, it is suggested by the Defendants that the Plaintiff may have left the jurisdiction.

(6) The Plaintiff failed to attend the hearing on 3 December 2025 at which various extensions of time were sought in relation to the filing of defences. Despite his non-appearance the orders made at that hearing are the subject of his criticism in the context of the recusal issue.

(7) The Plaintiff has not sought to seek relief from this Court in relation to his non-compliance with GCR O. 25, r.1. He has not deigned to appear either in person or request to do so via a Zoom link. He has not filed any evidence seeking to justify, explain or excuse his failure to comply with the court rules. Indeed, he has made no apparent effort to engage with these proceedings and progress them at all. Instead, he seeks to disrupt the proceedings by raising his recusal arguments.

(8) The Plaintiff did not seek to appeal against my Judgment in Cause G0249 of 2024 but instead commenced these proceedings.

56. Having taken all of those factors into consideration, I am of the view that the conduct or failure to act by the Plaintiff does amount to inordinate delay particularly taking account the nature of the allegations made against the Defendants and the fact that many are named personally. In the circumstances of this case I regard the failure by the Plaintiff to comply with GCR O.25, r.1 and his failure to engage with and progress these proceedings generally as material delay longer than what I regard as acceptable. The. Plaintiff's claim is therefore dismissed for want of prosecution.

57. In my view the nature of the behaviour and conduct of the Plaintiff as outlined above does lead to the reasonable conclusion that he has no interest in continuing to engage with these proceedings. Again, for the reasons set out above, to allow this action as pleaded to simply remain in abeyance, held over the heads of the respective Defendants is, in my view, unacceptable and amounts to an abuse of the process of this Cout. Therefore, the Plaintiff's claim is dismissed on that basis as well.

58. The question of costs was partly addressed at the hearing and partly afterwards. The Defendants have all agreed that they only wish to seek costs on the standard basis so as to avoid further costs arguing for them to be awarded on an indemnity basis. That is not to say that they believe that indemnity costs might not have been reasonably sought. Therefore, the Plaintiff is to pay the Defendants' costs of the proceedings to be taxed on the standard basis if not agreed.

THE HON JUSTICE ALISTAIR WALTERS
ACTING JUDGE OF THE GRAND COURT