

**IN THE HIGH COURT OF JUSTICE**  
**BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES**  
**INSOLVENCY AND COMPANIES LIST (ChD)**

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

Date: 11 March 2026

**Before :**

**ICC JUDGE AGNELLO KC**

**Between:**

**(1) UAB BUSINESS ENTERPRISE**  
**( a company incorporated in Lithuania)**

**Claimants**

**(2) LAIMONAS JAKSTYS**  
**- and -**

**(1) ONETA LIMITED**  
**(2) AURIMAS CHROMOVAS**  
**(3) LIUDAS PRUSINSKIS**

**Defendants**

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**Mr Christopher Green** (instructed by **Benchmark Solicitors LLP** ) for the Claimants  
**Ms Sarah Walker** (instructed by **The Werenowski Consultancy**) for the Second and Third  
Defendants

Hearing dates: 19 – 28 January 2026

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**JUDGMENT**

**ICC JUDGE AGNELLO KC :**

**Introduction**

1. By their claim form dated 2 October 2023 the Claimants seek a declaration that they are the owners of Oneta Limited ( Oneta), the First Defendant and that the company's register be rectified accordingly pursuant to section 125 of the Companies Act 2006. The Second Claimant, Mr Jakstys, also seeks an order that he be reinstated as a director of Oneta.
2. Both Claimants assert that the Second Defendant, Mr Liudas Prusinskis (Mr Prusinskis) wrongly filed at Companies House his details as director of Oneta alongside the First Defendant, Mr Aurimas Chromovas (Mr Chromovas) and wrongly registered Mr Prusinskis as the shareholder of Oneta. Mr Prusinskis asserts that the changes at Companies House accurately reflect his ownership of the shares of Oneta and his directorship of Oneta. The issue before me is who is the owner of Oneta.
3. Oneta is a company involved in property development and owns two properties, being (i) Flat 1, 15 North Park, London, SE9 5AW and garage (North Park) and (ii) land on the west side of Fairmont Road, Brenchley, Tonbridge, TN12 7AD (Plum Orchard).
4. Mr Prusinskis asserts in the defence and counterclaim that: -
  - (1) By reason of an oral agreement between himself and Mr Donatas Bubnelis (Mr Bubnelis) the then sole director and sole shareholder of Oneta, it was agreed that Oneta would be used as a vehicle for property acquisition and development. In return for the investments to be made by both Mr Prusinskis and his wife, Ms Giliova, to Oneta as well as the future skills, time and

expenditure spent by Mr Prusinskis in converting and carrying out works in relation to properties, Mr Prusinskis would be allocated shares proportionate to his investment and expenditure; alternatively

(2) By reason of a written investment agreement dated 17 July 2016 entered into between Mr Bubnelis and Mr Prusinskis, Mr Bubnelis agreed to allot shares to Mr Prusinskis proportionate to the amount invested, no later than 20 December 2017; alternatively

(3) By reason of a written settlement agreement dated 14 May 2022 entered into between Mr Jakstys and Mr Prusinskis, whereby the shares in Oneta would be transferred to Mr Prusinskis and he would be entitled to be appointed a director and Mr Jakstys would cease to be a director. For this purpose, the log in codes for Companies House in relation to Oneta were provided to Mr Prusinskis.

5. The Claimants dispute that there was any oral agreement and they assert that both the investment agreement and the settlement agreement are effectively falsified and are not authentic. Accordingly, I have to determine whether the oral agreement exists and also determine the validity of both the investment agreement and the settlement agreement. There is a report by Ms Radley dated 7 March 2024 which sets out her expert opinion in relation to whether the signature on the settlement agreement is that of Mr Jakstys and she also opines on whether, in her opinion, the document is authentic. The investment agreement before me is a copy and accordingly not capable of being the subject of an expert opinion.

6. As Ms Walker correctly submits, the parties' factual cases are diametrically opposed and the trial before me is a fact finding exercise with a distinct lack of contemporaneous documentation. It is not designed to deal with the counterclaims which have been raised or issues relating to whether a debenture created in February 2022 is valid. As directed by ICC Judge Prentis in his order dated 13 February 2025:-

*“AND UPON the court noting that it would not be appropriate for any of the counterclaims which seek relief against [Oneta] or the additional claim to be pursued until the issue of the stewardship of the First Defendant is determined but that all factual matters in issue within the pleadings ought to be considered and/or determined at [this] trial”.*

#### **List of Issues**

7. The key issue for determination is who controls and owns the shares in Oneta. Both counsel set out what they considered were the list of issues which needed to be determined by me at this trial. A joint list was not produced, but there was no substantial difference between the lists set out in the skeletons and also in Mr Green's written closing submissions. The main difference is that Mr Green's list started from issues relating to the validity of the settlement agreement whilst Ms Walker's list took the issues chronologically. I prefer Ms Walker's list. The better approach is to consider the issues in the order in which they occurred.
- i) What (if any) monies were transferred to D1 by or on behalf of D3 (and Ms Giliova) and on what basis that money was transferred?
  - ii) What happened to that money?

- iii) What work (if any) was carried out by D3 in relation to the Properties?  
On what basis was such work undertaken?
- iv) Did Mr Bubnelis sign the Investment Contract and/or is the Investment Contract a genuine document?
- v) Did C2 sign the Settlement Agreement and/or is it a genuine document?  
Did Cs consent or resolve to make any changes to Companies House on or after 23 June 2022?
- vi) If the Settlement Agreement is a genuine document, should it be rectified?

8. The last issue refers to a claim for rectification which both sides invite me to deal with at this trial, in the event that I determine that the settlement agreement is valid. This is because the settlement agreement states that it is between Mr Jakstys and Mr Prusinskis with Oneta itself not being listed as a party to the agreement. Ms Walker submits that it was clear from its terms that Oneta was also a party to it and bound by the settlement agreement by reason of its terms and by Mr Jakstys acting on behalf of UAB which was the sole shareholder of Oneta.

#### **The remote video link**

9. On 5 December 2025, the Claimants had sought permission to have a video link of the trial proceedings. Deputy ICC Judge Arumugan granted the order on the conditions that the Claimants were to write to the court to provide the name and locations and email addresses of the proposed observers and also confirm that there is no legal reason as to why those named cannot observe the proceedings.

Only Dr Paulius Miliauskas was on the video link during the trial until that link was terminated on my order. Dr Miliauskas is a Lithuanian lawyer who lives in Lithuania. He acts or has acted for Oneta, Mr Jakstys and Mr Dovydauskis.

**The approach to evidence, including expert evidence and witness evidence**

10. I have followed the approach to evidence set out in the well known case:-

*Natwest Markets Plc v Bilta (UK) Ltd* [2021] EWCA Civ 860 at [51]:

“Faced with documentary lacunae of this nature, the judge has little choice but to fall back on considerations such as the overall plausibility of the evidence, the consistency or inconsistency of the behaviour of the witness and other individuals with the witness’s version of events; supporting or adverse inference to be drawn from other documents; and the judge’s assessment of the witness’s credibility; including his or her impression of how they performed in the witness box, especially when their version of events was challenged in cross-examination.”

11. The burden rests upon the party asserting that a document is a forgery and there is only one civil standard of proof *Re H (Minors )* [1996] AC 563 and *Re B (Children)( Care Proceedings:Standard of Proof)(CAFCASS intervening)* [2008] UKHL 35.

12. The approach to be taken in relation to expert evidence :-

Paragraph 42 of *Aldermore Bank PLC v Lynch & Another* [2022] EWHC 3050-

‘Finally, the Judge turned at para 79 to the expert opinion evidence and what he was to make of it. He directed himself, correctly, by reference to Clarke LJ’s

judgment in *Coopers Payen Ltd v Southampton Container Terminal Ltd* [2003] EWCA Civ 1223; [2004] 1 Lloyd's Rep 331 at [42]-[43], of the requirement to evaluate the expert evidence alongside the other evidence in the case, and that he was not required simply to accept the expert evidence. He noted that the factual evidence that he accepted was consistent with Dr Radley's opinion about Mr Lynch's signature but contrary to his opinion about Ms Hughes' signature. The relevant evidence that the Judge had to weigh was partly conflicting.'

13. The Court of Appeal case of *Coopers Payen Ltd. v Southampton Container Terminal Ltd* [2003] EWCA Civ 1223 at paragraphs 41 – 43:-

'41. Mr Buckingham by contrast, summarised his relevant submissions in this regard as follows:

- (i) Generally the expert's report will be his evidence, without the need for amplification or cross-examination.
- (ii) However, in some circumstances it will be appropriate for the parties to have the opportunity to cross-examine the expert; for instance, as in this case, where the report was produced very late and the expert has not considered all the written questions that had been put to him.
- (iii) The report and the expert's oral evidence, if applicable, is then the evidence of the expert.
- (iv) This evidence must then be weighed in the balance with the other evidence in the case and the judge will come to a conclusion based upon all the evidence.
- (v) The principles set out by Lord Woolf in *Peet v Mid-Care Healthcare Trust* are directed at the first three of those points. The case does not establish that the evidence of the expert must then be accepted by the court. The court must take its own view of the expert evidence in the light of all the other evidence.

I would accept those submissions, as I think Mr Russell did, in the course of his oral argument. I would add these further observations.

42. All depends upon the circumstances of the particular case. For example, the joint expert may be the only witness on a particular topic, as for instance where the facts on which he expresses an opinion are agreed. In such circumstances it is difficult to envisage a case in which it would be appropriate to decide this case on the basis that the expert's opinion was wrong. More often, however, the

expert's opinion will be only part of the evidence in the case. For example, the assumptions upon which the expert gave his opinion may prove to be incorrect by the time the judge has heard all the evidence of fact. In that event the opinion of the expert may no longer be relevant, although it is to be hoped that all relevant assumptions of fact will be put to the expert because the court will or may otherwise be left without expert evidence on what may be a significant question in the case. However, at the end of the trial the duty of the court is to apply the burden of proof and to find the facts having regard to all the evidence in the case, which will or may include both evidence of fact and evidence of opinion which may interrelate.

43. In the instant case the judge did not disregard the evidence of the joint expert. On the contrary in some respects she accepted it. A judge should vary rarely disregard such evidence. He or she must evaluate it and reach appropriate conclusions with regard to it. Appropriate reasons for any conclusions reached should of course be given.'

14. Mr Green did refer me to section 125 of the Companies Act 2006, being the powers of the court to rectify the register, but the issues raised before me are factual disputes which I need to determine before considering the rectification of the company's register.
15. The evidence before me consisted of evidence from 12 factual witnesses and from Ms Radley, the joint expert. All five of the Claimants' witnesses as well as Mr Metrikis for the Second and Third Defendants had produced their witness statements in Lithuanian which were then translated. All of them used an interpreter when they were giving evidence in the witness box. Mr Green reminded me that witnesses could give their evidence through an interpreter even if they had a knowledge of English if they considered that their level of English was such that they might not understand the question or provide a reply which was not accurate due to language difficulties. That accords with paragraph 19.13 of the Chancery Guide in setting out that those who are not sufficiently fluent in English should provide their evidence in their native language, which will then be translated.

## Witnesses

16. Mr Jakstys, Mr Donatas Bubnelis, Mr Auras Bigaila and Mr Zydrunas Saudargas gave evidence on behalf of the defendant. Mr Nerijus Vaitonas had also provided a witness statement, but he was unable to attend. Mr Liudas Prusinskis, Mr Lauras Prusinskis, Mr Aurimas Chromovas, Ms Anastasia Giliova, Mr Aleksei Jacko and Mr Paulius Metrikis gave evidence on behalf of the Second and Third defendants. Mr John Cleary had produced a witness statement but he was unable to attend.
17. I have set out a brief dramatis personae as a schedule to this judgment.

## Background facts

### **(I) Incorporation of Oneta, oral agreement and transfer of initial £50,000**

18. Oneta was incorporated on 26 March 2013. Mr Bubnelis is originally from Lithuania and has lived and worked in the UK from 2010. He was the sole shareholder. On 11 April 2013, he was appointed the sole director. He was the sole director until 11 June 2021. The company did not trade for approximately two years. The accounts filed to 31 March 2015 which were signed by Mr Bubnelis on 26 January 2016 were dormant accounts.
19. Mr Prusinskis is originally from Lithuania and moved to the UK in 1996 where he works as a carpenter and builder. He states that in around January or February 2015, Mr Bubnelis discussed Mr Bubnelis' idea to develop Oneta in the property development market, by buying property, renovating it and then either selling or renting. Mr Prusinskis agreed to be involved in this venture. On the basis of

this discussion, Mr Prusinkis was to invest sums into Oneta and carry out work on properties to be acquired. He is a carpenter by trade. Mr Bubnelis denies that there was such a discussion.

20. In March 2015, Mr Bubnelis (via another company) successfully bid to purchase North Park. Mr Bubnelis instructed his conveyancers that the purchase of North Park was to be made by Oneta.
21. According to the bank statements, on 2 April 2015, Oneta opened a bank account with Barclays Bank. At the beginning of April 2015, Mr Prusinskis and Ms Giliova, who is Mr Prusinskis' long term partner, applied for a mortgage over their home in the sum of £233,000.
22. Mr Bigaila, who comes from Lithuania, lives and works in the UK. His cousin is Mr Vytautas Dovydauskis, who lives in Lithuania. According to Mr Bigaila, Mr Dovydauskis asked Mr Bigaila if he could use his bank account for sums due to be paid in by Mr Prusinskis and Ms Giliova. Between 15 and 21 April 2015, the following payments were made into the bank account of Mr Bigaila by Mr Prusinskis and Ms Giliova :-
  - i) 15 April 2015, payment of £10,000 from Ms Giliova,
  - ii) 16 April 2015, payment of £10,000 from Mr Prusinskis,
  - iii) 17 April 2015, payment of £10,000 from Ms Giliova,
  - iv) 20 April 2015, payment of £10,000 from Mr Prusinskis,
  - v) 21 April 2015, payment of £10,000 from Mr Prusinskis.

23. Thereafter by a transfer on 21 April 2015, Mr Bigaila paid £50,000 to Oneta's bank account by way of two transfers, one for £40,000 and the other for £10,000. There is a dispute in relation to the nature and the purpose of the transfers:-

(1) Mr Prusinskis asserts that earlier in 2015, Mr Dovydauskis had asked to borrow £50,000 from Mr Prusinskis. At that time, as explained by Mr Prusinskis, Mr Dovydauskis was a friend and Mr Prusinskis felt indebted to him because Mr Dovydauskis had previously invested in the restaurant of his brother, Mr Lauras Prusinskis (Lauras) in London. The restaurant failed and Mr Dovydauskis lost his investment. As Mr Dovydauskis did not have a UK bank account he asked that the money be transferred to his cousin's account.

(2) According to Mr Prusinskis, thereafter Mr Dovydauskis informed him he no longer needed the loan. Mr Prusinskis then asked Mr Bigaila to transfer the money directly to Oneta as part of Mr Prusinskis' investment in Oneta in accordance with his oral agreement with Mr Bubnelis. There is no contemporaneous documentation relating to the interaction as between Mr Prusinskis and Mr Dovydauskis.

(3) The Claimants deny the above. Although it is not in the pleadings ( and no application to amend was made at the start of the trial) the Claimants assert in the witness statement of Mr Jakstys dated 29 September 2025, that Mr Dovydauskis lent money to Mr Prusinskis and Ms Giliova (£50,000) and

the payments made into Mr Bigaila's bank account were repayments of that loan.

(4) According to Mr Bigaila, Mr Dovydauskis then instructed him to transfer the funds, on the basis of a loan agreement to Oneta. There is no documentary evidence of a loan agreement.

(5) Mr Bigaila did not produce his bank statements. Copies of his bank statement were before me but there is no acceptance that they are authentic. These were located by Mr Prusinskis in Lithuanian proceedings.

(6) The references set out in the bank statements of Mr Prusinskis, record the three payments made as 'loanrmt Dovydausk'. In his evidence, Mr Prusinskis states that this is a mistake and it should have been recorded as 'loan pymt Dovydausk'. The Claimants heavily rely on these three references as part of their case that the payments were loan repayments made by Mr Prusinskis to Mr Dovydauskis.

(7) Ms Giliova has produced her original bank statements and these show no such reference to a loan repayment by her to Mr Dovydauskis. The copies of Mr Bigaila's statements do show such a reference. There is no explanation provided for this discrepancy. Mr Bigaila's evidence is that he was told by Mr Dovydauskis these payments were loan repayments.

24. It is Mr Prusinskis' case that he and Mr Bubnelis agreed by way of an oral agreement, the following :-

i) That Oneta would be used as a vehicle to purchase, own and sell properties;

- ii) Mr Bubnelis would open a bank account in Oneta's name to facilitate this;
- iii) The £50,000 transfer from Mr Bigaila's account would be the start of D3's investment;
- iv) In exchange for his investments, D3 would be allocated shares proportionate to his investment and that of Mr Bubnelis; and
- v) D3 would also use his skill and time to enhance the properties and that would also be reflected in the shareholding allotted to him.

25. The Claimants deny that any such oral agreement exists and rely upon the evidence of Mr Bubnelis for this purpose. Mr Green also relied upon what he submits are inconsistencies and sequencing issues in paragraphs 21 to 23 of Mr Prusinskis' witness statement where he sets out the agreement. Those paragraphs are as follows: -

'20. Around January/February 2015, Mr Bubnelis asked me to develop Oneta Limited in the real estate market, which was booming at the time. We all agreed that property investment seemed an obvious thing to do. I was a natural choice, as I was a builder and had saved up money from years of work and had general access to money from like-minded people. Originally however the development idea came from Mr Bubnelis. Essentially, the idea was to buy some property, renovate it and then either sell it on or rent it out.

21. In exchange for the substantial building work I carried out on Oneta properties and the money/my wife and I expended on behalf of Oneta, Mr

Bubnelis orally offered me shares in Oneta Limited. Shares would be allotted according to the amount of the investment made.

22. Mr Bubnelis, as a director of the 1<sup>st</sup> Defendant, and I agreed on the following:

(i) The 1<sup>st</sup> Defendant would be used as a vehicle to purchase, own and sell properties.

(ii) Mr Bubnelis would open a bank account in the name of the company to facilitate this.

(iii) I asked for the £50,000 initially invested to be the start of such investments.

(iv) In exchange, I would be allocated shares proportional to my investment and that of Mr Bubnelis.

(v) Because I am a builder, my skill and time would also be used to enhance properties bought by the 1<sup>st</sup> defendant, and that should also be reflected in the shareholding allotted to me.'

The Claimants deny any such oral agreement was made and rely on the evidence of Mr Bubnelis for this.

## **(II) The acquisition of North Park**

26. An analysis of the Oneta bank statements shows a starting balance of 0 on 2 April 2015 which increased to £167,959.44 by 21 April 2015, with the £50,000 ( in two transfers ) from Mr Bigaila as set out above being the last sum paid into the account before a payment was made on 22 April 2015 in the sum of

£163,859.14 to Wiseman Lee LLP. This was confirmed by Mr Bubnelis in the witness box as being the payment made to complete the purchase by Oneta of North Park. The completion of that purchase took place according to the Land Registry entries on 24 April 2015.

**(III) Events after the oral agreement and initial £50,000 transfer- the further investments by Mr Prusinskis and Ms Giliova and the acquisition of Plum Orchard**

27. On 10 June 2015, Mr Prusinskis and Ms Giliova completed the mortgage of their family home, releasing the sum of £233,000. Their evidence is that they wanted to invest those sums for their future. Originally, there was a potential investment project with Pipes and Fittings Limited (P& F Ltd). This is a company which was at that time owned and operated by Mr Aleksei Jacko. Ms Giliova is Mr Jacko's cousin. She worked at P& F Ltd until recently. Ms Giliova and Mr Prusinskis transferred a total of £180,000 to the bank account of P & F Ltd.
28. The potential investment project did not materialise and Mr Prusinskis and Ms Giliova decided to use those funds to further invest in Oneta under the agreement which had been made between Mr Prusinskis and Mr Bubnelis. In July 2015, £180,000 were then transferred from P&F Ltd, at the instructions of Mr Prusinskis and Ms Giliova, to Oneta. The Claimants' case is now that they admit the sums were transferred but deny that the sums were provided by Ms Giliova and Mr Prusinskis. Instead, in his evidence ( but not part of the pleaded

case), Mr Bubnelis asserts an agreement as between himself and P&F Ltd that P&F Ltd would lend the money to Oneta.

29. According to the bank statements, the payments made from the P & F Ltd account took the Oneta bank balance from a balance of £3,747.54 on 13 July 2015 to a balance of £183,747.54 on 24 July 2015.
30. On or about 16 September 2015, Oneta was successful in its bid to acquire Plum Orchard at auction. The agreed sale price was £245,000. The bank statements of Oneta demonstrate that a payment of £25,250 was made to Clive Emson Auction on 16 September 2015.
31. According to the Oneta bank statements, on 9 October 2015, Ms Giliova transferred from her bank account to the Oneta bank account a further £52,000 which took the balance in the Oneta bank account from £167,213.54 to £219,213.54. This was not admitted in the Claimants' pleadings but is admitted in the witness statement of Mr Bubnelis. The completion of the acquisition of Plum Orchard occurred on 14 October 2015, with the sum of £224,563 being transferred from the Oneta bank account to the solicitors, Wiseman Lee on 12 October 2015.
32. Certain other payments had been made into the Oneta bank account on 12 October 2015. Mr Bubnelis stated in the witness box that he had deposited a total of £5,675 in cash into the Oneta bank account as a loan to Oneta. There is also a receipt in the sum of £36,320.13 recorded in the Oneta bank statements made by Bizness Pro Ltd. Mr Bubnelis stated in the witness box that this was another loan made to the company.

33. The bank statements record other sums being paid into the Oneta bank accounts from other entities. Mr Bubnelis stated that these were other loans made by other entities to Oneta. Mr Bubnelis stated that all these loans were for a period of a few years ( two years) and attracted ‘state set interest rates’.
34. Mr Bubnelis’ evidence is that there was a meeting as between himself, Mr Jacko and Ms Giliova whereby the sums loaned by, he asserts, P& F Ltd and Ms Giliova, were to be extinguished by use by P&F Ltd and Ms Giliova of the Oneta properties. This is denied by Mr Prusinskis, Ms Giliova and Mr Jacko.
35. The accounts for Oneta in the years 2015 to 2021 show no loans for any period for more than one year. Oneta filed abbreviated accounts (or micro entity accounts) for the year end 31 March 2016, year end 31 March 2017, year end 31 March 2018, year end 31 March 2019, year end 31 March 2020 and year end 31 March 2021. Fixed assets were around £437,172 with creditors falling due within one year being £440,000 for period end 31 March 2017. The financial position of Oneta did not change substantially during this period according to its filed accounts, with its assets and liabilities being about the same. Mr Bubnelis signed all of these accounts as the sole director.
36. Three payments were made to Ms Giliova by Oneta effectively reducing the sums which she had invested. These were made by bank transfers, being £40,000 on 9 November 2015, £5,00 on 6 April 2016 and £5,000 on 6 April 2016. The Claimants have not pleaded the repayment of sums to Ms Giliova. It is Mr Prunsinskis and Ms Gilova who noticed these sums had been repaid to her and the sum invested by Mr Prusinskis as part of his claim has been reduced by the sums repaid to Ms Giliova.

**(IV) The work carried out by Mr Prusinskis on the Oneta properties**

37. According to Mr Prusinskis, he and Mr Bubnelis planned to refurbish North Park. According to Mr Prusinskis, it was pretty much uninhabitable at the time. In the witness box, Mr Bubnelis disagreed with that assessment and considered that North Park was habitable. The plan was also to seek to extend the lease of this property. According to Mr Prusinskis, he carried out a full renovation to North Park which included dividing it into two flats rather than the one property. The work was completed in or around March 2021 and cost about £91,000.
38. Mr Prusinskis has produced invoices addressed to Oneta, which he says he handed over to Mr Bubnelis, demonstrating the sums expended by him. He also produced the originals of invoices demonstrating materials and items bought by him for that work. Those invoices total around £20,000. Some of the purchase of materials and works on North Park were carried out by Lauras who gave evidence about buying materials and carrying out work. Lauras is the name on many of the invoices produced.
39. The Claimants' position is that there was no agreement that Mr Prusinskis would carry out any work and they also deny that he carried out any work. The evidence relied upon by them consists of the statement made by Mr Bubnelis that there was no agreement and that he was not aware of any works being carried out by Mr Prusinskis. The Claimants deny that Mr Prusinskis did expend the sum of £91,000, that he handed invoices over to Mr Bubnelis and also deny at least some of the items set out in the invoices were correctly attributable to North Park.

**(V) The Investment Contract and its background**

40. According to Mr Prusinskis, he was concerned that despite the oral agreement between himself and Mr Bubnelis, he had not received shares proportionate to the amount he had invested. He and Mr Bubnelis were good friends but according to Mr Prusinskis it was bothering him that he had nothing on paper. The sums which had been invested by him were large. Mr Prusinskis states that in July 2016, when his family and Mr Bubnelis' family were in Thailand on holiday at the same time, he raised this issue with Mr Bubnelis and sought to obtain written confirmation of the position. He asked Mr Bubnelis to sign an agreement as to Mr Prusinskis' entitlement to shares. Mr Prusinskis states that Mr Bubnelis agreed to this. Mr Prusinskis produced a written agreement (the investment agreement) and Mr Bubnelis signed it. The investment agreement is dated 17 July 2016 and is also signed by Mr Prusinskis. Mr Prusinskis states he has lost the original and only located the copy some years later.
41. The Claimants strongly deny the authenticity of this document. The evidence shows that a copy of the document was located by Mr Prusinskis and sent to the Claimants in January 2024. Mr Bubnelis denies that he made this agreement with Mr Prusinskis and denies that he signed the investment agreement.
42. According to the investment agreement, there was an acknowledgement of the sums invested by Mr Prusinskis (which included the sums provided by Ms Giliova) and an agreement that shares would be issued to Mr Prusinskis in Oneta proportionate to the amounts invested by 'each partner' being Mr Prusinskis and Mr Bubnelis. The agreement is drafted as between Oneta and Mr Prusinskis. The share allotment under the terms of the investment agreement was to be

made no later than 20 December 2017. No shares were issued by Oneta to Mr Prusinskis by 20 December 2017 or after that date.

43. Mr Prusinskis states that he did press Mr Bubnelis to transfer shares to him after the investment agreement had been signed. He pressed him over a long period of time. He states that he was concerned with pressing as they were good friends and he did not want to break up a friendship. He states that with hindsight, he accepts he should have pressed harder.

**(VI) Post investment contract period – 2016 /2017 – early June 2021**

44. According to Mr Prusinskis, during this time, after Mr Bubnelis and he signed the investment contract, he continued to work converting the property at North Park. He also carried out maintenance and security services in respect of Plum Orchard.
45. According to Mr Prusinskis, he also dealt with issues relating to lease extension as well as use of the Plum Orchard. It had been agreed with Mr Bubnelis that steps would be taken by Mr Prusinskis to see if a lease extension could be obtained.
46. In their pleaded case, the Claimants deny any agreement at all with Mr Prusinskis. However, at paragraph 10 of his witness statement, Mr Bubnelis stated,

“Upon learning that Oneta Limited was planning to change the designation of the plot of land, Liudas Prusinskis offered to personally assist in organising the change of the agricultural designation of the land that was owned by Oneta limited, to residential designation, and to extend the leasehold of the flat in London that was owned by Oneta Limited for £10,000. I agreed to this proposal. Liudas Prusinskis organised this work,

and Oneta Limited always paid designers and property valuers for the services that he organised, as well as land, property, and municipal taxes.”

47. When he was asked about this, Mr Bubnelis stated in the witness box that effectively no work was carried out by Mr Prusinskis so no payment was due because no lease extension was obtained.

**(VII) Instruction of planning consultants in relation to Plum Orchard**

48. There is contemporary documentation which demonstrates the instructions of consultants relating to Plum Orchard as well as the possible lease extension. The documentation before me, which has not been challenged for its authenticity, includes a letter dated 27 June 2018, from Kember Loudon Williams (KLW), Planning and development consultants which is addressed to ‘Mr D Bubne, Oneta Ltd, 27 Albion estate, Swan Road, London SE16 7DL’. The letter than states, ‘Dear Liudas’ and as a heading stated, ‘Plum Orchard, Brenchley’. The letter refers to a meeting between Mr Prusinskis (being Liudas ) and a Ms Polly Canning who thereafter provided advice.
49. An invoice dated 27 June 2018 is then included with the letter. The invoice claims a sum of £460 by way of a fixed fee relating to ‘Provision of town planning services including travel to Brenchley visit site, review planning history of site, check local plan policies, prepare advice note’. The invoice also sought expenses for the travel. One of Mr Prusinskis’ invoices to Oneta is dated 27 June 2018 also claimed a sum of £450 which related to Mr Prusinskis dealing with the issue and also visiting the site. Mr Green cross examined Mr Prusinskis

in relation to the date of this invoice and Mr Prusinskis stated that he had placed on his invoice the same date of the KWL invoice but that this invoice had been prepared some days later than 27 June 2018.

50. I have no direct evidence as to whether the KWL invoice was paid by Oneta. Mr Prusinskis' invoice, dated 27 June 2018 states that the KWL fee was paid direct by Oneta to KWL. Mr Bubnelis did not deal with this issue. Mr Prusinskis did not state that he paid the KWL invoice. It was addressed to Oneta at Mr Bubnelis' address.

51. The documentary evidence shows further communications with KWL. There is an email dated 20 February 2020 from Ms Canning of KWL to Mr Paul Casey a planning investigations officer at Tunbridge Wells Council. That email has been cc'd to 'Don Bubn' which I understand to be Mr Bubnelis because of the text of the mail. Ms Canning stated the following,

'I understand that you recently contacted Donatas Bubnelis with regards to his site adjacent to Falmans Lane, Brenchley...I have been asked to respond on his behalf.

In this letter you refer to a recent fence being erected around the building and asked why it was put up. I can confirm that the fence was put up for security reasons to make sure no trespassers enter the site/building. I have been told that the fence is under 2 meters high . It should be deemed a permitted development ....In your letter you ask what my client has planned for the site. We are working with the client to decide what to do and will let you know in due course...I also note your concern about the appearance of the area and the fact that fencing has

collapsed towards the highway. My client has confirmed that he will deal with the fencing issue within the timescales set out in your letter.’

52. At the beginning of 2020, according to Mr Prusinskis, he arranged for a significant clearing of the land at Plum Orchard and for it to be fenced and gated. Mr Cleary said he could do the work. His invoice for the work carried out is dated 3 March 2020. The title of this invoice refers to a company, Battle Landscapes Ltd said to be ‘in partnership with Cleary Fencing and Domestic & commercial works’. In his witness statement, Mr Cleary did not refer to the company, but merely to his sole trader business. The invoice sets out the clearance work and fencing work carried out. The invoice was for a total of £17,900 which according to Mr Prusinskis was paid in cash to Mr Cleary by him. The Claimants deny the work was carried out and Mr Bubnelis states he has no knowledge of the work being carried out.
53. There is also an email from Mr Paul Casey dated 24 February 2020 in reply to Ms Canning’s email. This states, ‘I have been told that Mr Bubnelis tried to contact me last Tuesday when I was on leave...’

**(VIII) Enquiries relating to potential lease extension on North Park**

54. In November 2020, a Mr Brian Cuddy provided a number of calculations as to the cost of extending the lease on North Park. These are set out in an email dated 22 November 2020 which is addressed to, ‘Dear Donatas and Nergina’. It does not have, it appears, Mr Bubnelis’ email on it and before me Mr Bubnelis denied that he was aware of it. According to Mr Prusinskis, the cost of the proposed lease extension was in the region of £250,000 and this was not progressed further. It was simply too expensive.

55. During this period, Mr Prusinskis raised invoices to Oneta which included invoices relating to works on North Park, Plum Orchard site maintenance and security.

**(IX) The sale share agreement - background and post events – June**

**2021- November 2021**

56. According to Mr Bubnelis' witness statement, in 2021, the largest creditor of Oneta demanded repayment of the loan with all the interest in relation to the loan agreement. There is no documentary evidence of this agreement or the demands. Upon questioning, Mr Bubnelis admitted this creditor was Mr Dovydauskis. Mr Bubnelis stated that there was a demand from him. During his cross examination, Ms Walker pointed out to him that according to his own evidence, the loan to Mr Dovydauskis was for a period which had not as yet expired. Mr Bubnelis then asserted that 'demand' meant that he was informed that Mr Dovydauskis would be demanding the money. None of this was part of the Claimants' pleaded case.
57. According to Mr Bubnelis, he then offered to Mr Jakstys the opportunity to buy the debt. Mr Jakstys lives and works in Lithuania. Mr Bubnelis did not discuss any of this with Mr Prusinskis. In the meantime, by March 2021, according to Mr Prusinskis, the work on North Park had been completed at a cost of around £90,000. Mr Prusinskis states he paid for the work and materials himself.
58. On 11 June 2021, Mr Bubnelis says he agreed to sell his sole share in Oneta to UAB which was solely owned by Mr Jakstys, for £1. The sale share agreement (the SPA) which was executed by Mr Bubnelis and Mr Jakstys is written entirely in English and signed by Mr Jakstys on behalf of UAB. On the same day, Mr

Jakstys was appointed as a director of Oneta and the written resolution appointing him as a director was also written in English. These changes were recorded at Companies House. According to Mr Jakstys, Mr Bubnelis had the log in codes for access to making changes to the entries at Companies House.

59. The evidence includes a copy of the Lithuanian 'Registru Centras' which shows that Mr Jakstys acquired all the shares then issued in UAB on 12 January 2016. He was the sole shareholder with 100 shares from 17 February 2016 until 15 July 2022.
60. According to Mr Prusinskis, as he discovered later, despite the sale of the Oneta shares, Mr Bubnelis retained the Oneta bank mandate. Mr Prusinskis states that he was unaware of these changes to the shareholder and directorship.
61. Despite the change of ownership and directorship, Mr Bubnelis continued to liaise with Mr Prusinskis in relation to Plum Orchard. There was an issue relating to the transformer located on the land. There is contemporaneous documentation which shows messages as between Mr Prusinskis and Mr Bubnelis relating to access to the land being required. When questioned, Mr Bubnelis was unable to explain his involvement in Oneta after the date of the SPA. He did not inform Mr Prusinskis of the SPA.
62. According to the contemporaneous messages, on 23 June 2021, Mr Bubnelis was contacted by one of the owners/ residents of Fairmans Lane, where Plum Orchard was located. The electricity to the properties on Faimans Lane had been cut off from the mains electricity supply due to a transformer located on Plum Orchard. The messages show that Mr Bubnelis contacted Mr Prusinskis who replied that he would attend at Plum Orchard to give the key. Between 1 July

and 18 July 2021, Mr Prusinskis organised for Battle Landscapes/Mr Cleary to return to Plum Orchard in relation to the transformer issue and carry out works as described in the invoice as being ‘Heavy vegetation clearance to create an access for crane lift to the electricity pole/meter, for transformer and meter installation’. The invoice for that work dated 18 July 2021, totalled £7,350 and according to Mr Prusinskis he paid this to Mr Cleary in cash. There is an invoice dated 20 July 2021 from Mr Prusinskis to Oneta claiming the payment of £7350, being the sum paid by Mr Prusinskis. Mr Bubnelis has denied receipt of any of Mr Prusinskis invoices. He also denied that the work was carried out.

**(X) The creation of the debenture dated 24 February 2022**

63. By email dated 24 November 2021, Dr Paulius Miliauskas wrote to solicitors, RSW Law, stating that he had a client which was a UK company which had assets and also creditors totalling about £500,000. The creditors were anxious to be paid and the plan was that a new loan would be obtained from Lithuania, the assets of the company would be mortgaged to secure the loan and the new loan would be used to repay creditors. A retainer letter was sent to Oneta from Mr Robins of RSW Law which was in English. The retainer letter was signed by Mr Jakstys.
64. In February 2022, a debenture was executed in favour of Ms Raimonda Cizauskaite. The debenture is witnessed by Mr Vaitonis. Mr Prusinskis asserts that Mr Vaitonis informed him that he did not sign the debenture document. Mr Vaitonas was not able to attend and give evidence. For current purposes, I do not need to determine the validity of the debenture itself. None of the documents relating to the debenture have been produced, being a loan agreement dated 2

November 2015 in favour of Mr Dovydauskis which was then assigned to Ms Cizauskaite by an assignment agreement dated 28 January 2022.

**(XI) The settlement agreement and background**

65. Mr Prusinskis states that he and Mr Jakstys were for many years good friends and had been in friendly communication with each other since about 2019. He states that Mr Jakstys was aware of the investments and work carried out by Mr Prusinskis in relation to the Oneta and its properties. Mr Prusinskis also states that Mr Jakstys was also aware of Mr Bubnelis' promises to issue shares to Mr Prusinskis in Oneta and his failure to do so. According to Mr Prusinskis, he was made aware of the sale of the shares when Mr Jakstys called him on 14 April 2022.
66. The call logs from Mr Prusinskis' phone show that Mr Jakstys called him on 14 April 2022 and the call lasted just over 13 minutes. Mr Jakstys also produced certain call logs and certain calls in April and May 2022 were not listed in his call log. When questioned about this, Mr Jakstys stated that he didn't remember if he had deleted those call logs. There was no challenge to Mr Prusinskis' call logs. Mr Jakstys denies that he was aware of Mr Prusinskis' agreement with Mr Bubnelis or that Mr Prusinskis had invested in Oneta and carried out significant work on the properties.
67. According to Mr Prusinskis, in the telephone call of 14 April 2022, he discussed with Mr Jakstys his position and Mr Jakstys stated that he wanted to do 'the right thing'. Mr Prusinskis states that in that telephone call, Mr Jakstys agreed to transfer the directorship of Oneta and he also agreed to attend a meeting to finalise the shareholding issues and the value of the financial contributions made

by Mr Prusinskis to Oneta. The meeting was fixed for 14 May 2022 at Lauras' house. This is located in a remote area in a forest some distance from Vilnius.

68. Lauras stated that he also spoke to Mr Jakstys during the period from the conversation between Mr Jakstys and Mr Prusinskis on 14 April 2022. He explained that he was concerned about his brother's position and he knew Mr Jakstys and wanted to speak to him about this and what he considered was the unfair way his brother had been treated in relation to Oneta. Lauras also knew Mr Dovydauskis who had invested in his failed restaurant venture. Lauras stated that Mr Jakstys was being pressured by Mr Dovydauskis to sign documents including ones relating to Oneta. Mr Jakstys informed Lauras that he had been used by Mr Dovydauskis earlier for unfair claims about other business partners of Mr Dovydauski but that Mr Jakstys had resolved not to do this again. This is denied by Mr Jakstys.
69. According to Lauras' call logs, there was a call between Mr Jakstys and Lauras lasting 21 minutes on 13 May 2022. There was a 44 second call from Mr Jakstys to Lauras on 14 May 2022, being the day of the meeting. Lauras stated this was a call for Lauras to open the gate to his property for Mr Jakstys to drive into the property. Lauras explained that there was a gate which needed to be opened in order to access the property.
70. On 14 May 2022, Mr Paulius Metrikis had dropped by Lauras' house to pick up some tools which belonged to a friend of his. As he arrived when Mr Jakstys was there, he was asked by Lauras to witness the agreement. He agreed to do this.

71. According to Mr Prusinskis, Lauras and Mr Metrikis, Mr Jakstys attended the meeting at Lauras' house as arranged on 14 May 2022. After reviewing the settlement agreement which was drafted by Lauras, he agreed it and signed it. Mr Prusinskis also signed it. Mr Metrikis signed it as a witnesses.
72. As part of the settlement agreement, Mr Prusinskis was provided with the log in codes of Oneta for Companies House. The log in codes are expressly written into the settlement agreement. Mr Jakstys denies that he provided the log in codes. Mr Bubnelis also denied that he provided the log in codes. The log in codes which were provided enabled Mr Prusinskis to change the details at Companies House which he subsequently did.
73. According to Lauras, he drafted up the settlement agreement on his laptop. He had found several settlement agreement samples online and from that, he drafted the settlement agreement. On 14 May 2022, Mr Jakstys and Mr Prusinskis held a discussion in relation to the value of the investments made by Mr Prusinskis and Mr Prusinskis agreed to what Mr Jakstys proposed. He stated that he did not argue with what Mr Jakstys proposed as he was keen to obtain Mr Jakstys' agreement and also for him to sign the settlement agreement. He was concerned that Mr Jakstys may change his mind due to pressure being put on him by Mr Dovydauskis. Mr Prusinskis was keen for Mr Jakstys to sign the agreement that day at the meeting. Once there was agreement on the values, Lauras inserted the figures into the settlement agreement on his laptop and showed it to Mr Jakstys who read it and agreed to it.
74. Lauras then went into the other room to print the document. According to him, he then discovered he had no A4 paper to print the document. He searched and

located what he called scrap paper and selected three pages of the scrap paper which he used to print the document. Those three pages had all been cut to a smaller size than A4 length. All three pages had been cut to the same length.

75. According to Lauras, he printed the document after ensuring he had adjusted the text for the shorter length on each page. When he took the printed document to the other room, it was discovered that the last page was missing a signature block relating to one of the proposed signatories and some text in relation to the name of the signatory and description. Lauras took the document back to print the last page again. His evidence is he did not have another decent piece of scrap paper to use to re print the third page. He states that he typed on his laptop what was missing at what he considered to be the correct place on the last page and then he inserted page 3 back into the printer to enable the additional text to be added. In his witness statement, he states that he had missed one signature block and accompanying text. When he was questioned by Mr Green, he stated that he had missed two signature blocks.

76. He denies that there was any tampering and that any discrepancies such as font inconsistencies and misalignment, must have occurred when he fed the third page back through the printer.

77. The terms and some of the features of the settlement agreement in summary are as follows:-

(1) Both Mr Jakstys and Mr Prusinskis are named as parties to the agreement with Mr Jakstys being listed first on page 1 and Mr Prusinskis listed second. Both have the number '1' before their names and descriptions. Mr Jakstys is described as 'the outgoing director & Shareholder, the trustee, the settlors,

or First Party' Mr Prusinskis is described as 'the Incoming Director & Shareholder, the Investor, or Second Party..'

(2) The recital states, 'AND Whereas the second party has invested both in the form of cash and services ( Building works) into the properties held under Oneta Limited ( company number 08461799). The investments were made from time to time and on behalf of the different beneficial owners & interest holders'

(3) The two properties which are owned by Oneta are set out and then the next clause which reads more like a recital, states as follows:

"The Following Investments were made by the second party and are acknowledged by the director and shareholder of the company including third parties who are beneficial owners:

1-GBP 115,000...By Mr L Prusinskis on 6/07/2015

2- GBP71,500 ...by Ms Giliova on 21/07/2015

3- any additional investments by way of loans

4- Third party interest including family members, indirect investments etc. Reconcilable at the option of the first party which he has acknowledged on the date of this agreement and therefore appended signatures'

(4) The agreement then states,

‘Now in consideration of mutual benefits and covenants the parties have agreed to settle the pending financial matter by way of transfer of the shares in the name of the second party. The parties have agreed as follows:-

1. The existing shares shall be transferred to the second party on or before 23<sup>rd</sup> June 2022.
2. The second party shall be appointed as Director and Person of Significant Control of the company.
3. Soon with the appointment as director, the second party is allowed to the change of address of the registered office for future correspondence and reference
4. The incoming partner has the right to negotiate and offer the share and share adjustment to the existing director according to the level of investment they hold
5. Both parties have agree to pay their own legal and tax costs
6. It is acknowledged that the company has a charge by way of debenture from the existing lender. The first party shall be dealing with the charge account with the existing charge holders. The first party has disputed this amount with the outgoing shareholders which is fully acknowledged in this agreement
7. It is further understood that the second party has the right to create charge over the company assets against their investments and loans’

(5) Under a heading, 'Transfer of Control and Ownership', it states, 'The first party has passed on control to the second party by way of providing the online password and authentication code of the company's [sic] house account. The following details are provided ...[ sets out the account number, password and authentication code]'

(6) The signature page, which is page 3 sets out the details first of the Second party ( Mr Prusinskis ) with a space for the signature and name and then sets out the details of the first party ( Mr Jakstys) with signature and name. thereafter, the last part of page three sets out the title 'Witness' which had the name of Mr Metrikis and his signature.

78. According to Mr Prusinskis and Lauras, Mr Jakstys then left the house. There is a call log entry of another short call from Mr Jaktys to Lauras. This appears to have been for the gate to be opened for him to exit the property.

**(XII) Events post settlement agreement and changes to the details at**

**Companies House**

79. Thereafter according to Mr Prusinskis, using the online codes, he changed the details in Companies House and made the following changes :-

- i) He was registered as a director of Oneta;
- ii) He was registered as the holder of two newly issued shares in Oneta;
- iii) He was registered as a person with significant control;
- iv) Mr Jakstys was removed as a person with significant control;

- v) Mr Jakstys' role as a director of Oneta was terminated; and
  - vi) Oneta's registered office was changed to 124 City Road, London.
80. On 11 July 2022, the entries made by Mr Prusinskis were partially altered to reappoint Mr Jakstys as director and change the registered office to solicitors, being RSW Law. This was directed by Dr Miliauskas and Mr Jakstys. These changes were subsequently changed by Mr Prusinskis who re-registered himself and Mr Chromovas as directors, terminated the appointment of Mr Jakstys as director and changed the registered office. Mr Prusinskis also registered Oneta with the PROOF system to prevent further filings.
81. Thereafter, by letter dated 5 July 2022, RSW Law wrote to challenge the changes made digitally at Companies House. RSW Law was instructed, it appears, by Dr Miliauskas, although Mr Jakstys signed the retainer letter. This was also in English.
82. Thereafter, on 15 July 2022, Ms Dovydauskiene, being Mr Dovydauskis' mother, became the majority shareholder in UAB, having been issued with 317 shares. Mr Jakstys retained 100 shares.

**(XIII) Correspondence and Novembers 2022 proceedings issued by the Claimants**

83. By letter dated 4 August 2022, RSW Law wrote to Spencer West acting on behalf of Mr Prusinskis and Mr Chromovas stating that they acted on behalf of Oneta upon the instructions of Mr Jakstys. The letter alleged that the changes made at Companies House were fraudulent and the letter threatened an application for an injunction.

84. By letter dated 11 August 2022, Spencer West wrote to RSW Law as follows:-

‘We are instructed by an accountancy firm JPDM Management Limited to register a debenture for Mr Liudas Prusinskis who, we understand, is the current majority shareholder and director of the company. ...

Our understanding of the matter is briefed as below;

The transfer of shareholding and appointment as Director of the company was made after the reconciliation of financial accounts between the parties and your client was made aware of this fact, to which they had even provided the relevant authentication codes for the web filing....’

85. The evidence shows that Mr Jakstys then instructed a different law firm, Barnes Law, to advise him in connection with Oneta. The retainer letter dated 11 August 2022 is addressed to Mr Jakstys and is written in English, as follows:-

‘Dear Laimonas’ ..... ‘I have been corresponding with Dr Paulius Miliauskas of MZ Legal about this matter to date and he has sent me some useful information and documents. My understanding is that he is also acting for one of the creditors of the Company and you have agreed for him to help you as well. For the moment I do not think that there is a conflict of interest.

I will require to obtain detailed instructions in order to understand the connection between the parties and how the company key codes have been obtained.’

86. That letter of retainer was signed by Mr Jakstys dated August 2022. By email dated 15 August 2022, Barnes Law wrote to Spencer West stating that they were

instructed by Mr Jakstys instead of RSW Law asking Spencer West to confirm who were their clients ( JPDM Management or Mr Prusinskis). The email asks for the documents to be disclosed in support of the transfer of shareholding of Oneta. A letter was also sent from Barnes Law to Mr Prusinskis, dated 31 August 2022 which also sought disclosure of documents which supported the transfer of shareholding.

87. By letter in reply, Spencer West did not provide any documents, but sought confirmation that Barnes Law had been properly instructed by Mr Jakstys. It referred to RSW Law not having withdrawn their instructions. It asked questions relating to the creation of a debenture.
88. By letter dated 18 November 2022 (which was a Friday) Barnes Law served upon Mr Prusinskis a claim form, application notice, witness statement of Mr Jakstys and draft order seeking an injunction to restrain him from acting as a director and dealing with Oneta. Mr Prusinskis states that these documents were served upon him after 4 pm on that day. The application notice had a date of 23 November 2022 when the injunction application was listed before a High Court Judge.
89. Mr Prusinskis stated that he had very little time to deal with these proceedings before the hearing listed on 23 November 2022. He instructed Spencer West who then instructed Counsel to appear before the court on 23 November 2022. Included in the evidence is a copy of the Counsel's skeleton argument which was filed at court and sent to Barnes Law. No evidence was served by Mr Prusinskis. Effectively the skeleton argument sought an adjournment so as to enable Mr Prusinskis to file evidence.

90. According to Mr Prusinskis, his legal team were ready to attend court on 23 November 2022. The Claimant in these proceedings asserted that what occurred was that an agreement was reached between Mr Prusinskis and the Claimant such that the proceedings were withdrawn on 22 November 2022. Mr Saudargas states he mediated the agreement. This is denied by Mr Prusinskis.
91. According to the order dated 22 November 2022 of Mrs Justice Bacon, the Claimants confirmed to the court that it wished to withdraw the Application dated 11 November 2022 and filed on 15 November 2022. The order also stated that none of the Defendants has acknowledged service of the Application or indicated an intention to attend the hearing. The order did not state that any agreement had been reached between the parties and there is no documentary evidence in support of any settlement having been reached.
92. It is not clear whether the Judge had been informed that the Respondents had only been served after business hours on 18 November 2022. The time for acknowledgement of service had not as yet expired. The underlying proceedings were also withdrawn.
93. Mr Prusinskis states that he was unaware of the decision taken by the Applicants to withdraw the application and was unaware that the hearing on 23 November 2022 was ineffective. There is no evidence of anyone informing Mr Prusinskis that the proceedings were discontinued. By email dated 23 November 2022 timed at 8.58 am, Spencer West sent attached to the email a copy of counsel's skeleton argument and asked for the name of their Counsel.
94. Ms Barnes then contacted Mr Jakstys at 11.04 on 23 November 2022. Her email was addressed to both Mr Jakstys and Dr Miliauskas. It read, 'Please find

attached [ the skeleton argument ] It looks like a to instructed barrister to attend today's hearing on Court[ sic]. You have said to me that you have settled. Can you confirm that this is the case. ‘

95. The reply to this email was sent by Mr Jakstys in Russian and it stated, ‘I confirm once again: the parties have come to an amicable agreement. I received confirmation from the other party: this letter from their lawyer was sent by inertia. We are terminating all proceedings both in England and Lithuania’ .

**(XIV) Meeting between Lauras and Mr Dovydauskis – November 2022**

96. In his witness statement, Lauras stated that Mr Dovydauskis contacted him around 22 November 2022 and asked to meet him at a bar in Vilnius. According to Lauras, Mr Dovydauskis made threats against him and his family to which Lauras replied that no reasonable or healthy person would make such threats. According to Lauras, Mr Dovydauskis then broke down and cried. After he calmed down, he stated that he was doing wrong and wanted to make peace. He then said to Lauras that he would cancel all 4 claims against Lauras and his family in Lithuania and in England. Shortly after this meeting, all proceedings in both Lithuania and in England were cancelled. Lauras was not challenged on this part of his evidence and Mr Dovydauskis did not give evidence or provide a witness statement.

**(XV) Summary of the Lithuanian proceedings discontinued in November 2022**

97. Reference has been made to a number of proceedings which had been instituted in Lithuanian courts as against Mr Prusinskis and/or members of his family. These are :-
- (1) Around May 2022, Mr Dovydauskis commenced proceedings against Lauras claiming that Lauras owed him around €500,000,
  - (2) A claim by Mr Dovydauskis' mother against Mr Prusinskis' mother, and
  - (3) A claim by Mr Vaitonis against Ms Giliova.
98. All of these proceedings were discontinued in Lithuania in November 2022 at the same time that the English proceedings were discontinued by Mr Jakstys.

**(XVI) Subsequent communications post November 2022**

99. There is a later email dated 5 December 2022 sent by Spencer West to Ms Raimonda Cizauskaite. That email states, 'We are writing because we understand that our clients have now come to an agreement over the above properties [ being the two Oneta properties]. Therefore we would be grateful if you could have the attached DS1s and RX4s signed by your client as well as supplying the relevant consent required.' Both Counsel agree that the DS1 and RX 4 are notices for the cancellation of existing entries relating to an existing charge and application to withdraw a restriction.
100. By letter dated 22 June 2023, the current solicitors of the Claimants wrote disputing the rights of Mr Prusinskis and Mr Chromovas as directors and shareholders of Oneta. The proceedings were subsequently issued.

### **Expert Evidence of Ms Radley**

101. Ms Radley was instructed on a joint basis. Her report dated 7 March 2024 relates to the settlement agreement. The question she was asked to consider, was
- ‘The parties wish for you to inspect the disputed settlement agreement and disputed signature of Mr Jakstys thereon and to provide a CPR compliant report which sets out ( insofar as you can state) the following information based on your expert opinion: whether the Second Claimant [Mr Jakstys] signed the Settlement Agreement’
102. Having considered other documents submitted to her which had Mr Jakstys’ signature on them, Ms Radley opined that there was strong evidence to support the proposition that Mr Jakstys wrote the signature in his name on the settlement agreement. She also concluded that there was strong evidence that the handwritten name of Mr Jakstys on the settlement agreement was also written by Mr Jakstys. The Claimants did not dispute her opinion on this. The only evidence against this was Mr Jakstys’ evidence that he did not sign the settlement agreement and he did not attend the meeting on 14 May 2022 when Mr Prusinskis, Lauras and Mr Metrikis assert he signed the settlement agreement.
103. ‘The phrase ‘strong evidence’ is clarified in the glossary appended to her report which states, ‘Forensic document examiners often express opinions based on varying levels of confidence. The scale used by this Practice in support of an individual having written or not having written a particular entry or signature is as follows...’. The phrase ‘strong evidence’ is then defined as being, ‘Another highly confident opinion , which again is a relatively narrow band slightly below

that above, is the phrase “there is strong evidence to support the proposition ‘X’ wrote ..” There may be a small restriction or limitation of some kind on the examination. An alternative explanation is considered unlikely. ‘

104. The phrase ‘very strong evidence’ is stated to be, ‘Marginally below this level ( being conclusive opinion) , the phrase “there is very strong evidence to support the proposition ‘X’ wrote...” may be used. This is a very narrow band of opinion of very high confidence which just falls short of conclusive level. An alternative explanation is considered highly unlikely’
  
105. As part of her opinion, Ms Radley considered that it was necessary for her to opine also on whether the document itself was genuine and she examined the document forensically. She asked for all three pages to be provided to her. The third page had been provided already because the signature was on the last page. It was provided to her stapled to a letter. Ms Radley then proceeded to consider whether the document was genuine. She did this in a complete vacuum of the facts and evidence as to how the document was created and signed. Those facts are of course disputed, but she had not been provided with anything other than the document and signatures of Mr Jakstys on other documents. Additionally, she had been provided with no information relating to what happened to the document since it had been created, for example whether it had been folded, where it was stored and also whether it had been stapled previously. It is clear that the third page had been separated from the other two pages. There was no evidence provided to Ms Radley as to when the third page had been separated. In fact there is evidence that it had been stapled to another letter earlier on. There

is no evidence relating to the condition of the scrap paper itself prior to it being used by Lauras to print the document.

106. The summary of her conclusions in relation to the document's genuineness are as follows:-

7.(iv) Various anomalies are observed with respect to the creation of the Settlement Agreement which are of importance when considering the authenticity of the document.

8. (v) The Settlement Agreement has been created on white office papers. These papers are of a non-standard length and the printed content, particularly on page 2 and the signature page, has been appended close to the bottom of the page. It appears that the papers of the document have been manually truncated. On the document before me, the reason for this is unclear.

9. (vi) The signature page of the Settlement Agreement bears additional horizontal folds and an additional set of vacant staple holes which are not found on the other two pages of the document, indicating a different history for this page.

10. (vii) On the first page of the document, Laimonas Jakstys is referred to as the "First Party", his details being listed first. Liudas Prusinkis is referred to as the "Second Party" and his details are appended second. This may be considered the normal order of such entries. However, it is of note that on the signature page of the Settlement Agreement, it is signed in the name of the Second Party (Mr Prusinkis) first, above the signature and details in the name of the First Party (Mr Jakstus). This order may be considered unusual.

11. (viii) The printed entries "NAME SURNAME SIGNATURE" together with the underlying corresponding printed entries in Lithuanian, "VARDAS PAVARDE PARASAS" relating to the questioned signature and handwritten name of Mr Jakstys on the Settlement Agreement, have been appended in a differing printing process relative to the other printed entries on the document. These printed entries are horizontally and vertically misaligned relative to other printed entries on the page and cannot have been appended in the same printing process as the remainder of the printed entries on the page. Further, these printed entries have been appended in a different font relative to the other printed entries on the Settlement Agreement.

12.(ix) Due to the observations made with respect to the papers of the Settlement Agreement and the nature of the printing irregularities of the entries on the document relating to Mr Jakstys, I have grave concerns

regarding the authenticity of the Settlement Agreement, specifically with respect to whether the questioned signature and handwritten name relating to Mr Jakstys were appended to the document as it currently appears, or whether these may have been appended to a “blank” document to which additional printing has later been added.

13. (x) In my experience, the anomalies observed with respect to the Settlement Agreement are typical of a document manipulation process having been undertaken. During such a process, a “blank” document bearing a genuine signature and handwriting (and any relevant printed entries) may be taken and surrounding printed later added. In such circumstances, if the “blank” piece of paper bears other printing or entries which need to be removed, these can be manually cut off the document, resulting in a page which is of an unusual size. These features are found on the Settlement Agreement.

14. (xi) The unusual apparent truncation of a strip paper from the bottom of the pages of the document could be indicative of the removal of some unwanted detail which was present, for example, a footer. In my experience, it would be considered unusual for an important document to be written on “scrap” paper which has already been truncated unless there was a compelling reason.

15. (xii) In this case, the evidence supports the proposition that the printed entries  
“NAME SURNAME SIGNATURE VARDAS PAVARDE PARASAS” and a signature and handwritten name of Mr Jakstys were appended on a piece of paper and the remainder of the text of the Settlement Agreement has been separately printed onto the document. If the handwritten name and/or signature in the name of Mr Prusinskis was also already appended to the “blank” document used, this could also explain why the Second Party details are appended first on the signature page, before the those of the First Party.

16. (xiii) Given the observations detailed, I consider that there is very strong evidence to support the proposition that the Settlement Agreement, as it currently appears, is not a genuine document.’

This report and its conclusions are heavily relied upon by the Claimants. Ms Radley attended Court and was asked some questions which are dealt with below after consideration of the factual witnesses. In accordance with the principles set out above and agreed by both sides, her evidence as an expert is to be assessed alongside the other evidence before me. This is particularly the case when her expert opinion is not based on the facts of the particular case (

see above paragraph 42 of Cooper Payten). I have therefore considered her opinion alongside the factual evidence before me. I will deal with my assessment of the factual witness before considering further her report.

### **Witnesses and determinations**

107. As can be seen from the factual background, there are many issues which depend on my assessment of the witnesses. As there are so little contemporaneous documents, I have had to consider the evidence provided by the factual witnesses in some detail. Additionally, I have considered the submissions made by both Counsel.
108. Mr Green submitted that the witnesses on behalf of the defendants were in many respects inconsistent. He relied upon what he said were disparities between the accounts of Mr Prusinskis and Lauras in relation to the preparation of the settlement agreement. He relied heavily on the report of Ms Radley and invited me effectively to prefer the report and its findings in order to reject the evidence of Mr Prusinskis, Lauras and Mr Metrikis. He also submitted that Mr Bubnelis was to be preferred over both Mr Prusinskis, Ms Giliova and Mr Jacko.
109. He pointed to the inconsistencies as between the oral agreement, the investment agreement and the settlement agreement. He relies on a lack of emails or other written documentation to support the defendants' case. There is a lack of documentary evidence on both sides. In assessing the witnesses, I have taken account of these issues and deal with some of them as part of my assessment of the witnesses below. Ms Walker invited me to reject the evidence of all the witnesses of the Claimants and to prefer the evidence of Mr Prusinskis, Lauras

and Mr Metrikis as well as Mr Jacko over the evidence of Ms Radley that the settlement agreement was not authentic.

**Mr Laimonas Jakstys**

110. Mr Jakstys was aware from the proceedings before me in the morning of the 19 January 2026, that he would be going into the witness box to be cross examined at 13.30. I adjourned early that morning and started earlier in the afternoon so that Mr Jakstys would start in the witness box and be sworn in at 13.30. The video link was running at this time and throughout the first day.
111. Mr Jakstys gave his evidence through an interpreter. Right at the start of his cross examination, he seemed to pause quite a bit before replying to the questions being asked. These questions were interpreted and then there was a pause before there was a reply. After several questions, Ms Walker then informed me that she could hear an interference coming from around Mr Jakstys and asked if Mr Jakstys could take his glasses off for a period as she was aware smart glasses existed. The interpreter, who was sitting in the witness box alongside Mr Jakstys confirmed to the court that she could also hear the interference coming from around Mr Jakstys. It was later ascertained that Mr Jakstys was wearing smart glasses. I asked him to remove them before continuing with his cross examination. After a few further questions, when the interpreter was in the process of translating a question, Mr Jakstys' mobile phone started broadcasting out loud with the voice of someone talking. There was clearly someone on the mobile phone talking to Mr Jakstys. He then removed his mobile phone from his inner jacket pocket. At my direction, the smart glasses and his mobile were placed into the hands of his solicitor.

112. I asked both counsel to deal with this issue at the end of that day's evidence being given by Mr Jakstys. When Counsel inspected the smart glasses at the end of the first day's hearing, they connected to Mr Jackstys' phone when they were switched on. In the morning of the second day, I directed that the video link was to be switched off.
113. When asked, Mr Jakstys denied that he was using the smart glasses to receive the answers that he was to give in court to the questions being asked. He also denied that his smart glasses were linked to his mobile phone at the time that he was giving evidence before me. He was asked if he would allow his mobile phone to be checked and in particular the meta data to be checked. He agreed to this. A photo was taken of the screen on his mobile relating to the calls made on 19 January 2026 using the Signal Android system.
114. Mr Jakstys was in the witness box on the first day from 1.30 pm and then all day on day two of the trial being 20 January. On 22 January 2026, Mr Green, on instructions, informed me that Mr Jakstys had informed him that the day before that he had been robbed of his two mobile phones and his passport. No copy of a police report was produced by Mr Jakstys to the court. No witness statement was produced setting out the details of the robbery. On 23 January 2026, after all the other witnesses who attended on behalf of the Claimants had been cross examined, Mr Jakstys went back into the witness box.
115. According to the photograph of his Signal Android call log, various calls were made in the morning of 19 January 2026 (first day of trial) to someone which was recorded on his phone as 'abra kadabra'. When asked who is abra kadabra, he replied that it was a taxi driver. He provided no name or details of the taxi

driver. According to the call log, Mr Jakstys called abra kadabra at 9.13 and again at 9.14 on 19 January 2026. He stated that he called twice because there was no reply the first time. The call log shows that he received a call back from abra kadabra at 09.16. He was asked why he was calling and he said it was to tell the taxi driver that he was at court and he didn't know what time he would finish but he would call later to tell him.

116. Mr Jakstys then called abra kadabra again at 10.21. There was a missed call at 12.58 and then Mr Jakstys called abra kadabra again at 13.15. There was then a missed call from abra kadabra and then Mr Jakstys called again at 13.16 . He also called again at 13.27, which is just before he went into the witness box at 13.30. Mr Jakstys was in court during the morning of 19 January 2026 and was aware that he would start giving his evidence at 13.30 when the court adjourned at 12.30. When asked about these calls shortly before he went into the witness box, he simply provided the same explanation, being that he wanted to tell the taxi driver that he did not know what time he would finish in court. When he was pressed as to why all these calls were made with the same message, Mr Jakstys stated that he was not able to remember. This was a reply which he also gave frequently during his evidence.

### **Assessment of Mr Jakstys**

117. In my judgment, Mr Jakstys was being untruthful. The position relating to him not knowing what time he would finish in court did not alter at any time from the start of the trial on 19 January 2026 until the moment he went into the box to give his evidence and be sworn in. Accordingly, his explanation as to why so many calls were made lacks any credibility. Moreover, the last call was made

within minutes before he went into the witness box. The call log does not make it clear when and if that last call was terminated. In my judgment, from what occurred in court, it is clear that call was made, connected to his smart glasses and continued during his evidence until his mobile phone was removed from him. When asked about this, his explanation was that he thought it was chat GPT which caused the voice to be heard from his mobile phone once his smart glasses had been removed. That lacks any credibility.

118. In my judgment, the smart glasses were clearly connected to his mobile phone during his cross examination because no voice was heard out loud until his smart glasses were removed and disconnected from his glasses. Ms Walker submitted that Mr Jakstys was being coached by Dr Miliauskas who was listening to the case on the video link. I accept that the Dr Miliauskas was the person who was on the video link until I stopped it. For current purposes, I do not have to determine who was coaching Mr Jakstys, but I accept that Mr Jakstys was being assisted or coached in his replies to questions put to him during cross examination until this was stopped. Not only have I held that Mr Jakstys was untruthful in denying his use of the smart glasses and his calls to abra kadabra, but the effect of this is that his evidence is unreliable and untruthful. I have also considered whether this affects the entirety of his evidence.

119. His witness statements which he had sworn for the purposes of the trial, which were stated to have been prepared in accordance with PD 57AC were full of arguments, opinions and submissions. When asked whether someone had assisted him in preparing the witness statement, he finally admitted that Dr Miliauskis as well as his current solicitor assisted him. Although he denied at

some stages in his evidence that Dr Miliauskis was his lawyer, in my judgment, is it clear that Dr Miliauskis was acting for him as well as Oneta and Mr Dovydauskis. He was unable to reply to many of the issues set out in his witness statements because he had no personal knowledge. It was also clear that the arguments and submissions made in his witness statement were not his. In my judgment, the unreliability of his evidence arises not just because he was untruthful before me in relation to the smart glasses and being coached, but also because I do not accept that the content of his witness statements are really his evidence. In my judgment they were clearly prepared by others.

120. Once Mr Jakstys was no longer had his smart glasses, he hesitated quite a bit before providing answers to questions. Frequently, he was asked a question and he would pause for some time before asking for the question to be repeated or he would say he did not understand the question. This occurred frequently when it was clear to me he simply did not know what his reply should be. He was also as a witness extremely focussed when replying to a question in seeking to set out his version of events rather than actually answering the question. He was effectively seeking to stick to a script and ensure he replied by giving that evidence even if it did not reply to the question asked.

121. This was noticeable when he was asked about the call logs which indicated that he had made a call to Mr Prusinskis on 15 April 2022 which lasted about 13 minutes. He went into a speech that it was Mr Prusinskis calling him to congratulate him about the birth of his baby and then he launched into his explanation relating to the gift of a cot which he asserted was sent to him by Mr Prusinskis. He had no real reply when he was reminded by Ms Walker that

the call logs indicated that it was Mr Jakstys who had made the call to Mr Prusinskis.

122. I have of course taken into account that events took place some time ago. Mr Green also submitted that in assessing the witnesses, I also needed to take into account that the questions were being asked through an interpreter and that sometimes they may not have understood the question. I reject that submission as being in some way a credible explanation as to the long pauses before replying and also the frequency when he stated that he didn't remember, asked for the question to be repeated or that he did not understand the question.
123. In my judgment, Mr Jakstys' frequent use of 'I cannot remember', 'can you repeat the question' or 'I don't understand' were being used by him to try and buy time or avoid answering the question. He also used a 'I cannot remember' when he was asked about the calls made by him on the first day of the trial.
124. A further example of Mr Jakstys seeking to put forward replies which matched the script or story he was being asked to promote is seen in the 'cot story'. At paragraph 22 of his witness statement dated 12 September 2023, Mr Jakstys states that his baby was born on 17 May 2022. This was after the meeting held on 14 May 2022 when Mr Prusinskis and other witnesses assert Mr Jakstys attended and signed the settlement agreement.
125. He asserts that Mr Prusinskis called him on 9 June 2022 to congratulate him on the birth and sent him a gift of a cot. This was delivered to him via courier. He then states as follows, 'But it is possible that the courier, who may not even have been a courier, was sent in this way to take the signature from me and give it to Liusidas Prusinskis.' In the witness box, he asserted that he had picked up

the cot from 'a courier' in Vilnius and that his signature must have been taken then. This is different from what is set out in his witness statement.

126. In my judgment, Mr Jakstys had been provided with the replies that he needed to give. This included the 'cot story' in particular the reference to the signature. He provided no further details relating to what exactly he stated he signed. He did not assert that he signed a blank piece of paper or even a piece of paper which was folded. His witness statement put forward speculation as to how Mr Prusinskis had acquired his signature. Mr Jakstys then attempted to fortify that by providing a different version in court.

127. Other examples of the unreliability of his evidence are as follows:-

(1) Mr Jakstys asserted that his level of English was poor and he could not read English. However, in the November 2022 proceedings, he signed a statement of truth on his witness statement dated 11 November 2022 which was written in English and not translated from Lithuanian. The witness statement in these proceedings were translated from Lithuanian. No explanation was provided by Mr Jakstys. He maintained before me that his English was poor and that he was unable to read English.

(2) He signed the SPA dated 11 June 2021 and the resolution of the same date which were both written in English. Again he provides no explanation as to how he came to sign these documents written in English.

(3) He signed the statement of truth on the disclosure certificate pursuant to Practice Direction 57AD. This was again a document written in English and signed by him on 8 May 2025 with no reference to his lack of English. There

is no signed translation of it in the evidence. In the witness box, he admitted that he had not provided or checked his emails for the purposes of disclosure. Mr Bubnelis was named as a custodian but there was a complete lack of any disclosure presented from him. In my judgment, there has been a real failure by Mr Jakstys to carry out the disclosure in accordance with Practice Direction 57AD. There is no explanation relating to him signing a document written in English. There was, in my judgment, a clear disregard to signing a statement of truth.

(4) As to his acquisition of Oneta, he stated that he had only visited the properties some years before his acquisition. He provided no evidence that he considered the financial position of the company before his wholly owned company, UAB, purchased the shares in Oneta . He gave no evidence as to when he came to the UK after his acquisition of Oneta. In my judgment, it is simply not believable that he decided to acquire a property development without visiting the properties and considering the financial position of the company, including its ongoing liabilities relating to the ownership of the properties. He even failed to visit the properties after acquisition.

(5) He had no explanation for the short calls set out in the call log on 14 May 2022 which according to Lauras related to calls for Lauras to open the gates to his property.

128. In conclusion, I reject Mr Jakstys evidence in its entirety. He was untruthful in relation to his use about the smart glasses and in being coached through the smart glasses. He had a blatant disregard for the signing of the disclosure certificate and carrying out his disclosure obligations. He switched between

signing documents in English and then requiring his statements to be written in Lithuanian and then translated. He was unable to reply to many questions relating to calls made. I do not consider that what is set out in his witness statements is actually his evidence in accordance with the statement of truth he signed.

**Mr Donatas Bubnelis**

129. Mr Bubnelis has lived in the UK for over 15 years. He confirmed at the start of his evidence that he was a director of numerous English registered companies and that he conducted various businesses in the UK, including a beauty supplies business. He gave evidence through an interpreter. His evidence was a denial that there was any oral agreement or that he had signed the investment agreement. He denied that Mr Prusinskis and Ms Giliova had provided any sums by way of investment to Oneta. He accepted in his witness statement that Ms Giliova had transferred £52,000 but argued this had been partially repaid and partially extinguished by the use of the properties. He denied that Mr Prusinskis had carried out any works and denied that works had been carried out.
130. I accept that even those who are able to speak English may choose to give evidence in their own language so as to ensure they understand the questions and so that their answers are accurate. However, in my judgment, the use of an interpreter in the case of Mr Bubnelis was entirely contrived. It was very clear that he understood the questions posed to him in English (before they were translated). In my judgment, he was using the time afforded to him by the translation to compose his reply. Almost every answer given by him was like a mini speech and was an effort to get across ‘his story’. To this extent, his manner

of responding to questions resembled that of Mr Jakstys. At one stage, Mr Bubnelis even corrected the translation of the interpreter. In my judgment, he was not trying to assist the court by answering the questions truthfully.

131. When he wanted more time to reply or did not have a ready reply for the question posed, he asked for the question to be repeated or when he still didn't want to reply he would say that he did not understand the question.

132. His evidence overall was not credible. A few examples are set out as follows: -

(1) When Mr Bubnelis was asked about the works which Mr Prusinskis asserted had been carried out at North Park and Plum Orchard (being security fencing, maintenance etc), he denied any knowledge of any of these works having been carried out in relation to either property. He was taken to the documentary evidence, being the emails from KLW. Ms Walker put to him that he was well aware of the fencing and what was going on in relation to the properties. He spent a considerable amount of time looking at the emails and then asked for the question to be repeated. In my judgment, he was clearly seeking to buy further time. He was unable to answer the question and also asked for the question to be repeated and merely denied knowledge. In my judgment, he was fully aware of the works being carried out and being paid for by Mr Prusinskis and in my judgment, he was handed the invoices by Mr Prusinskis.

(2) His trial witness statement differed from what was set out as the Claimants' pleaded case, being a denial of any agreement that Mr Prusinskis was to carry out any work in relation to either property and that no work was undertaken. In the witness box, he denied any sums were owed to Mr

Prusinskis because he asserted no lease extension had been obtained by him, but he was unable to deal with the documents put to him evidencing that enquires had been made relating to the costs of the lease extension and the K LW invoice and emails relating to planning issues.

(3) Mr Bubnelis' evidence relating to the alleged loan from P & F Ltd and the agreement between him and it that they would be entitled to use of the properties as a way of extinguishing the loan also stretched credibility. There was no evidence of any requirement by P&F Ltd in relation to agricultural land or a property which Mr Prusinskis asserted was uninhabitable. The same applies to the alleged agreement with Ms Giliova. Ultimately, it was clear to me that Mr Bubnelis was seeking at all costs to attempt to assert anyway he could that Mr Prusinskis had not invested substantial sums into Oneta.

(4) Mr Bubnelis was quite unable to deal with the documentary evidence of messages between him and Mr Prusinskis relating to the transformer issues on Plum Orchard. This directly contradicted his assertion that Mr Prusinskis carried out no work to his knowledge. The documentary evidence also showed he continued to deal with Plum Orchard issues after he had sold the shares in Oneta to Mr Jakstys' company UAB in June 2021.

(5) When he was taken through the Oneta bank statements for the period when the properties were acquired, in 2015, he stated that Oneta had taken out loans with a number of entities, including from Pipes and Fittings Limited. He stated that he had provided the accountants with all the documentation

necessary. All these loans were stated by him to be payable after a few years with interest. He produced no documentation.

(6) When presented with the accounts signed by him which demonstrated a fixed assets and liabilities position all relating to sums due in less than one year, he said that he would need to ask the accountants. The totality of the loans he asserted had been taken out by Oneta did not match the sums set out in the accounts signed by him. The amount of the overall alleged lending exceeded the sums set out in the accounts as being owed to creditors. In my judgment, the totality of the alleged loans had not been recorded in the accounts because some of the loans were not loans, but investments made in Oneta.

(7) When he was questioned about when the largest creditor demanded in 2021 to be repaid the loan he made, Mr Bubnelis confirmed that the loan was for a period of two years. It was pointed out to him by Ms Walker that the two year period had not expired when the 'demand' was made. Mr Bubnelis then sought to argue that the 'demand' related to when the loan was due to be paid and that it meant the creditor (who he admitted was Mr Dovydauskis) would be seeking payment at the expiry of the two years.

133. In my judgment, Mr Bubnelis' evidence overall was unreliable and untruthful. In relation to his denial as to the existence of the oral agreement, I reject his evidence. I am satisfied that Mr Prusinskis invested in Oneta and also carried out substantial work using his own time and paying considerable expenses. I reject the evidence of Mr Bubnelis that no such investment or works were carried out. I also reject his evidence that there was some agreement between

P&F Ltd, Ms Giliova and Oneta that they could use the Oneta properties in exchange for extinguishment or part extinguishment of the sums 'loaned' to Oneta.

134. Equally I reject Mr Bubnelis' evidence that he did not sign the investment agreement. In my judgment, he did sign this agreement.

**Mr Zydrunas Saudargas**

135. Mr Saudargas evidence related to what he said was his role as a mediator between Mr Prusinskis and Mr Jakstys in relation to the settlement of the November 2022 English proceedings. He stated he mediated the dispute successfully.
136. Mr Saudargas also elected to give his evidence through an interpreter. He is originally from Lithuania, but he lives in the UK and he confirmed in the witness box that he had obtained both a BA in business studies and a Masters in business and law at the University of East Anglia and the University of East London respectively. In my judgment, he was perfectly capable of providing his evidence in English but he elected to provide his evidence in Lithuanian to be able to gain more time to consider his replies. Additionally, his replies were frequently an attempt to get 'his story out'. I found his evidence as a whole not credible. He asserted that he was friends with Mr Prusinskis and Lauras, but he was unable to explain the lack of evidence of calls between him and Mr Prusinskis for some time before November 2022. The messages show a falling out between the two of them.

137. When questioned, Mr Saudargas simply insisted that he had mediated the dispute between Mr Prusinskis and Mr Jakstys. At the time Mr Saudargas asserts he was asked to mediate, he was supporting litigation in Lithuania against Lauras. In my judgment, his assertion that he mediated lacks any credibility. He provides no further details beyond his bald assertion. The Claimants do not rely as part of their pleaded case that there was an agreement between Mr Prusinskis and Mr Jakstys in November 2022. The email in December 2022 seeking the removal of the charges is inconsistent with the existence of any settlement in favour of Mr Jakstys and UAB having the company returned to them. Had such an agreement been made, then Mr Prusinskis would have no interest in seeking to have the charges lifted. Viewed in the light of these issues and overall, I reject Mr Saudargas' evidence.

#### **Mr Arunas Bigaila**

138. Mr Bigaila is a cousin of Mr Dovydauskis who lives and works in the UK. He gave his evidence in a combination of via the interpreter and also by replying to certain questions in English where possible. His evidence related to the use of his bank account for payments made by Mr Prusinskis and Ms Giliova totalling £50,000. Mr Bigaila's evidence was of limited use because he had no personal knowledge about whether there was a loan agreement between Mr Prusinskis and Mr Dovydauskis. He relied upon what he had been told by Mr Dovydauskis.

139. I accept that Mr Bigaila was trying to answer the questions posed for the majority of the time. He admitted that his witness statement had been drafted mainly by Dr Miliauskas. The originals of his bank statements had not been produced and therefore the copies which had been located by Mr Prusinskis in

the Lithuanian proceedings were of limited use because they were not accepted as being accurate in terms of the references to entries. Ms Giliova had produced her bank statements which did not have references as were set out in Mr Bigaila's copy bank statements. I accept the original bank statements of Ms Giliova.

140. In my judgment, Mr Bigaila had no personal knowledge of any loan agreement as between Mr Prusinskis/Ms Giliova and Mr Dovydauskis. I formed the impression Mr Bigaila was effectively saying what Mr Dovydauskis told him to say in evidence. In my judgment, his evidence is not reliable.

#### **Mr Nerijus Vaitonas**

141. Mr Vaitonas produced a witness statement dated 25 September 2025 but he was unable to attend court. I therefore need to consider his evidence without him having been cross examined. His witness statement relates to him witnessing the debenture of February 2022. The validity of otherwise of the debenture does not have a bearing on the issue of ownership of Oneta. Accordingly, his evidence does not need to be considered for current purposes.

#### **The defence witnesses**

##### **Mr Prusinskis**

142. Mr Prusinskis gave his evidence in English. He has lived in the UK for around 29 years, from the age of 16. In my judgment, he tried to answer the questions being put to him honestly and to assist the court. He sometimes did not understand questions being asked, but when those questions were asked in simpler and less colloquial language, he was able to reply. He is not someone

who necessarily expands his replies being, in my judgment, more a man of 'few words'. In my judgment, he was overall an honest and truthful witness. Like all witnesses, he was dealing with events which took place some years ago and it is not surprising that there were some lapses of memory. His evidence was overall consistent with the few contemporaneous documentation before me. He did not try to reply in ways which would have avoided certain aspects of his case and try to put them in a good light.

143. For example, he accepted that he had backdated at least one of his invoices addressed to Oneta. He explained that he had done this because it referred to an invoice of KLV and he thought that having the same date on his invoice as well as the KLV invoice would ensure they were linked. He was unable to explain why certain of his invoices were numerically out of sequence. Mr Prusinskis also accepted when questioned that some of the items which were in the invoices which had recently been disclosed were not part of the expenses for the works carried out on North Park. There were very few of these, one being polish towels for a car valet.
144. Mr Prusinskis also accepted when he was questioned that the tenses were incorrect in his witness statement in relation to the oral agreement. He was clear that he had reached an agreement with Mr Bubnelis and that this is why he provided the original £50,000, the later sums via P&F Ltd and carried out so much work on the properties and paid for those works. The wording in his witness statement was clarified by him in the witness box.
145. Despite Mr Green's efforts to ask questions of Mr Prusinskis on the basis as Mr Green put it, that Mr Prusinski was an experienced and sophisticated

businessman, I reject that labelling by Mr Green. All the evidence before me, in my judgment, pointed to Mr Prusinskis' lack of experience in investing, as well as a belief that he could trust his friends. In my judgment, Mr Prusinskis was someone who had decided to try and invest and was attracted to Mr Bubnelis' proposal to invest in property, develop it and then sell it at a profit. The wording in his witness statement is, in my judgement, his words and demonstrates that whilst overall his English is good, it is by no means perfect.

146. In my judgment, I accept his evidence that he reached an oral agreement with Mr Bubnelis. He trusted him because Mr Bubnelis was his friend. I accept his evidence that he invested large sums and also worked hard converting North Park and spending significant sums for the upkeep and maintenance of Plum Orchard. He was also involved in seeking estimates for a lease extension for North Park and also with KLW. He and his wife even mortgaged their property to raise further funds to invest in such projects. It is in my judgment simply not believable that he would have provided large sums to Oneta and carried out the works I have accepted he carried out at his own expense without there being an agreement between him and Mr Bubnelis. I also accept his evidence that works were carried out. The documents before me support his case.

147. In relation to the investment agreement, this was a very amateur agreement which shows the lack of sophistication from Mr Prusinskis. Mr Prusinskis' evidence is that he was concerned about a lack of a document relating to his oral agreement. I accept his evidence. He was asked by Mr Green why he did not insist with Mr Bubnelis to transfer shares into his name after December 2017 which was the deadline set out in the investment agreement. I accept his

evidence that he did remind Mr Bubnelis but with hindsight, he did not push hard enough. Mr Bubnelis was a friend. Mr Prusinskis did not imagine that Mr Bubnelis would end up transferring the shares to Mr Jakstys/UAB in an underhand way.

148. Mr Green also questioned Mr Prusinskis about what he perceived was Mr Prusinskis' failure to raise the existence of the oral agreement, the investment agreement and the settlement agreement with his solicitors, Spencer West, when they replied to letter sent by RSW Law. Mr Prusinskis stated that he had explained the position to his solicitors. In my judgment, it is not possible to ascertain what Mr Prusinskis told his solicitors due to privilege. I do not consider that what is written in that letter or the failure to provide the documents asked for in a later letter, causes me to reject Mr Prusinskis' evidence as to the existence of the oral agreement and the investment agreement.

149. Mr Green also sought to rely on the failure in the skeleton argument filed on behalf of Mr Prusinskis to refer to any of these agreements. Mr Prusinskis explained that he had to deal with the proceedings in a rush. He did not speak to the barrister. In any event, a skeleton is not a pleading or a witness statement. In my judgment, its contents alongside the other matters raised by Mr Green do not cause me to reject the evidence of Mr Prusinskis.

150. Accordingly, as set out above, I accept Mr Prusinskis' evidence that he reached an oral agreement with Mr Bubnelis. I also accept his evidence that Mr Bubnelis and him signed the investment agreement.

151. As to the bank references on his bank statements in relation to the sums paid to Mr Bigaila's bank statement. Mr Prusinskis explained that the entries were

mistakes. He also stated that he could not really remember whether he had gone to the bank to pay the sums. There is no evidence produced by the Claimants to establish the existence of the loan alleged to have been repaid by Mr Prusinskis and Ms Giliova to Mr Dovydauskis. Mr Jakstys and Mr Bigaila have no personal knowledge of the loan.

152. I also accept that the £50,000 which was paid into Mr Bigaila's account were sums provided by Mr Prusinskis and Ms Giliova as their investment in Oneta. I also accept his evidence relating to the further sums which were invested by him and Ms Giliova through the transfers from P&F Ltd to Oneta.

153. As to the settlement agreement, I accept the evidence that Mr Prusinskis and Mr Jakstys had reached an agreement on most aspects of the settlement agreement before the meeting on 14 May 2022. I accept his evidence that Mr Jakstys had told him he wanted to do the right thing. The value of the sums invested was left to be dealt with on 14 May 2022. In my assessment of Mr Prusinskis, alongside Lauras and Mr Metrikis, I need to consider the expert opinion of Ms Radley. I will deal with that once I have completed my assessment of the factual witnesses.

### **Lauras Prusinskis**

154. Lauras gave his evidence in English. He used to live in the UK and his English is good. He also assisted the court by answering the questions put to him. He did not try and reply on the basis of what would best assist his brother's case. He was questioned about why the three pages of the settlement agreement were not A4 size. They were in fact all three pages cut shorter. He also gave evidence relating to how he had drafted the settlement agreement. I accept his evidence

in this regard. In my judgment, the settlement agreement document very much resembles a document which was printed on whatever paper Lauras had available. All three pages were shorter than normal A4. The terms of the settlement agreement demonstrate that they were drafted by a person inexperienced in drafting such documents. Lauras stated that he had reviewed online drafts and he felt confident that he could draft the settlement agreement. I accept that was his belief.

155. When Mr Prusinskis was asked by Mr Green about the scrap paper used by Lauras to print the agreement and the lack of proper A4 paper available, Mr Prusinskis replied that was typical of his brother. He stated that his brother had moved to live in the remote place in Lithuania in a forest. He had effectively disconnected himself as much as possible from technology. It didn't surprise him when Lauras discovered at the last minute that he had no proper paper for printing the document. He said that failure to check was typical of his brother. There was also nowhere to go and purchase printing paper near where Lauras lived. In my judgment, all of this came across as being truthful and credible.
156. Lauras clearly tried to make do with the scrap paper he had found. The document which was signed very much resembles a document drafted by someone who had considered examples and then thought he could draw such an agreement. It was an amateur document. In my judgment, its lack of sophistication supports its authenticity. Had Lauras and Mr Prusinskis sought to create a fraudulent document, as averred by the Claimants, in my judgment, a better document would have been drafted with more care and there would have been time to obtain proper A4 size printing paper.

157. There would also have been no element of urgency if it were fraudulent, to ensure Mr Jakstys signed before he changed his mind. Both Lauras and Mr Prusinskis were keen to ensure that Mr Jakstys signed the agreement due to their concern relating to pressure from Mr Dovydauskis. I accept their explanation as to the urgency of the issue in their minds.
158. Having considered carefully the evidence of Lauras in relation to adding further text to the last page of the document, I also accept his evidence. I accept Ms Walker's submission that in giving his evidence, Lauras did make a mistake in stating that in his second print, he added the names and details of two parties when his witness statement referred to one. This does not cause me to reject his evidence. Memories do fade.
159. Taking his evidence as a whole, I believe that his lack of decent scrap paper made him print the additional text using the third page already printed. It is entirely unsurprising the formatting and alignment were off.
160. I also accept his evidence that he adjusted the length of the text to take into account the fact that he was using shorter paper. Mr Green asked him extensively about this and also submitted to me that Lauras' explanation was simply not credible. I disagree. In my judgment, I accept Lauras' evidence that he shortened how much text to place on each shorter piece of paper by comparing the text length on another document and then reducing the number of lines to adjust to the shorter paper. This also explains why the text was so close to the bottom of the pages. It is no part of the Claimants' positive case that the use of the shortened paper was in order for certain clauses which had

formed part of the agreement to be cut off. Lauras was unable to explain the change in font identified by Ms Radley.

161. Lauras confirms that all three signed on the day and he saw the document. I accept his evidence in this respect, but I will consider my assessment of the factual witnesses alongside Ms Radley's evidence.

**Mr Metrikis**

162. Additionally, I also accept the evidence of Mr Metrikis that he signed the document as a witness on 14 May 2022. He gave his evidence through an interpreter. I accept him as an honest and truthful witness. He was able to recall that Mr Prusinskis changed pens between writing his name and signing the document. I found Mr Metrikis a straight forward and honest witness whose evidence could be relied upon. His evidence must also be viewed alongside Ms Radley's report.

**Ms Giliova**

163. As accepted by Ms Walker, Ms Giliova was a difficult and in many respects, a hostile witness. She had an extremely difficult and defensive attitude to questions posed by Mr Green. Due to her attitude, I found as a whole her replies unhelpful. I did accept her evidence relating to her original bank statements which did not contain a reference to a repayment of a loan. Those bank statements were in evidence. Other than that, I place no reliance on her evidence.

**Mr Jacko**

164. Mr Jacko was at the time a director and shareholder of P & F Ltd. I found him an honest and reliable witness. He stated categorically that the sums transferred to the bank account of Oneta by P & F Ltd were transferred at the direction of Ms Giliova, his cousin. I also accept his evidence that he did not meet with Mr Bubnelis, that P&F Ltd did not agree to make any loan to Oneta and that there was no agreement that the sums loaned would be extinguished by P& F Ltd using the Oneta's properties. In my judgment, the existence of such an agreement between Mr Bubnelis and Mr Jacko is not credible. There is no evidence that either property would be of any use to P &F Ltd or to Mr Jacko.

#### **Mr Chromovas**

165. Mr Chromovas provided no useful evidence. He was asked to become what he called the second or subsidiary director of Oneta by Mr Prusinskis to which he agreed. He has no personal knowledge of issues raised in the proceedings.

#### **Mr Cleary**

166. Mr Cleary was unable to attend. His evidence related to the works he said were carried out by him at Plum Orchard and which were paid for by Mr Prusinskis. Mr Green had wanted to cross examine him in relation to the company, Battle Landscapes Limited and the invoices raised. I have determined that overall, I accept the evidence of Mr Prusinskis who states that the work was carried out by Mr Cleary and that payments were made in cash to Mr Cleary by him. I do not need to consider Mr Cleary's evidence on that basis.

#### **The expert evidence of Ms Radley**

167. In weighing up the issue as to whether the settlement agreement is a fraud, I have considered carefully the expert opinion of Mr Radley as well as the evidence of the factual witnesses. It is accepted that the signature on page three of the settlement agreement is that of Mr Jakstys. I have already set out above, her opinion relating to whether the document is authentic was produced in a vacuum. She was not asked to consider the issue based on the facts or the evidence before me. I have had to assess the witnesses and make findings as to the issues raised. Accordingly, her opinion needs to be placed in that context.
168. She relied upon the three pages of the document not being of standard length and being manually truncated. She opines that, 'In my experience, it would be considered unusual for an important document to be written on 'scrap' paper which has already been truncated unless there was a compelling reason.' I accept Lauras' evidence that he only had scrap paper which was cut shorter than A4 paper. I also accept that both Lauras and Mr Prusinskis were concerned to ensure that Mr Jakstys signed what he had agreed to before he changed his mind. I also accept that Lauras' house was too far away to obtain better print paper.
169. Ms Radley opined that the printing was irregular in that on page 2 and the signature page, the text was printed close to the bottom of the page. On the evidence before me, which I have accepted, Lauras used the scrap paper he had and he worked out how many lines he could put on each page. In my judgment, it is not surprising that the print ended up so close to the end of the page.
170. As to the references to the signature page having additional folds and an additional set of vacant staple holes, which indicated a different history of the last page, I am not persuaded that these issues can really be relied upon in this

case. The evidence demonstrates that the last page was separated from the other two pages and sent to Ms Radley without the first two pages. There was evidence which was not provided to Ms Radley that the document had been separated before with the last page being sent to a solicitor. The document was signed in 2022 and Ms Radley examined it in 2024 without taking into account the history of the document in between those times. There is, in my judgment, insufficient evidence as to what happened to this document as between 2022 and 2024 for these issues to be a relevant indicator as to authenticity. Additionally, the condition of this scrap paper prior to it being used to print the document was not explored. I have accepted that scrap paper was used which by its very nature is not in a pristine condition as compared to A4 paper used for printing and not having been used beforehand.

171. Ms Radley questions the fact that the text has Mr Jakstys as the first party on page 1 and on the last page Mr Prusinskis' name appears ahead of Mr Jakstys. I accept that this is odd, but I have the benefit of hearing Lauras give his evidence as well as reading and considering his evidence as well as the evidence of Mr Prusinskis and Mr Metrikis. I am not surprised this type of mistake was made by Lauras. This was an amateur document which also had clauses and phrases in it which do not appear to be really relevant. In my judgment, Lauras paid little attention to these issues.
172. Ms Radley considers that this may be because Mr Prusinskis' signature was already appended to the blank document when Mr Jakstys signed. Ms Radley's report also opines that the text relating to the signature of Mr Prusinskis and that relating to Mr Metrikis were produced at the same time. She has carefully

set out how the printed signature details for Mr Jakstys were not printed at the same time as those for Mr Prusinkis and Mr Metrikis.

173. In my judgment, this means that the ‘blank’ piece of paper which was signed by Mr Jakstys would have had to be a piece of paper which (1) already had the printed details relating to Mr Jakstys but was otherwise blank, or (2) the paper already had the text and the signature of Mr Prusinskis above where Mr Jakstys then signed and the text below his signature relating to Mr Metrikis.
174. Mr Jakstys provides no evidence of having signed a piece of paper with text as well as signatures at the top and the bottom. As Ms Walker observed, this is not a case where the signature of Mr Jakstys could easily have been obtained at the bottom of a piece of paper. Mr Metrikis signed at the bottom of the third page. The text relating to him as a witness was clearly, according to Ms Radley, printed at the same time as that of Mr Prusinskis. In my judgment, it would be difficult to imagine that Mr Jakstys signed such an unusual piece of paper without having some recollection of it.
175. In so far as Mr Jakstys is said to have signed a piece of paper, with his printed details but no other text, then the text relating to Mr Prusinskis and Mr Metrikis would have to be subsequently inserted around that signature. In my judgment, it is highly unlikely that a signature could have been obtained from Mr Jakstys at exactly the correct place so as to enable the text to be added later, at the top and below his signature. This means that Mr Jakstys’ signature who have been obtained in exactly the correct place so as to enable text to be added above and below.

176. The evidence from Lauras states that he passed the last page through the printer twice. This accords with Ms Radley's opinion that all the print on page three cannot have occurred in one printing process. This also altered the alignment. Ms Radley also raises issues relating to font. This was raised with Lauras in the witness box and he was not able to assist.
177. Ms Radley's opinion is that she has grave concerns about the authenticity of the document because of the anomalies she has highlighted. She provides some examples of where additional text is removed from a document when the signature has been obtained. Ultimately her belief is based on what she opines are indicators of document manipulation. I have considered carefully her report and her evaluation based on all the factors she raises that there is very strong evidence that the document is not authentic. As I noted above, she was not provided with any of the facts.
178. In my judgment, I accept the factual evidence of Mr Prusinskis, Lauras and Mr Metrikis that Mr Jakstys attended the meeting and signed the settlement agreement. It is accordingly authentic and binding.
179. In reaching this determination and effectively rejecting Ms Radley's expert opinion on these issues as to authenticity, there are further important factors which I have considered beyond the credibility of the factual witnesses. Firstly, someone provided the log in codes which are expressly set out in the settlement agreement. They are clearly valid codes. There is no other plausible explanation other than Mr Jakstys having provided these log in codes to Mr Prusinskis. That is why they were written into the settlement agreement. This supports the authenticity of the agreement itself between the parties. It also supports Mr

Prusinskis' evidence that the settlement agreement was agreed to and signed by Mr Jakstys. Lauras and Mr Metrikis also support the authenticity of the agreement being signed by Mr Jakstys.

180. Secondly, I have rejected Mr Jakstys' evidence relating to the delivery of the cot and his speculation that his signature was obtained in that way. He provides no real details about how he provided his signature. As I have set out above, this is not a case where Mr Jakstys' signature could have been obtained at the bottom of a piece of paper. The signature needed to be at a precise place either because text then had to be printed above and below or he was asked to sign a piece of paper which already had text above and below. There is no evidence at all supporting either of these possibilities.

#### **Determination of the list of issues**

181. On this basis of my assessment of the witnesses, the expert report of Ms Radley and the evidence as a whole, I set out below the determination on the List of Issues.

- i) What (if any) monies were transferred to D1 by or on behalf of D3 (and Ms Giliova) and on what basis that money was transferred?

In my judgment, Mr Prusinskis and Ms Giliova transferred the initial sum of £50,000 and thereafter further sums of £180,000 via P & F Ltd, and a further £52,000 from Ms Giliova, This is a total of £282,000. In my judgment those sums were invested into Oneta on the basis of the oral agreement. In reaching this determination, I reject the Claimants' case that the sum of £50,000 was provided to Oneta by Mr Dovydauskis

from loan repayment monies provided to him by Mr Prusinskis and Ms Giliova.

ii) What happened to that money?

In my judgment, as appears from the contemporaneous documents, those sums were used to fund the purchase of the two properties. Ms Giliova was paid a sum of £45,500 which leaves the investment made at £236,500. I reject Mr Bubnelis' assertion that there was some agreement between him, Ms Giliova and P&F Ltd that the remaining sums would be extinguished by the use by P&F Ltd of the two Oneta properties.

iii) What work (if any) was carried out by D3 in relation to the Properties?  
On what basis was such work undertaken?

In my judgment, I accept the evidence of Mr Prusinskis supported by Lauras, that he carried out substantial work by converting the property at North Park as well as dealing with the fencing and other issues at Plum Orchard. I accept that he provided invoices which he handed to Mr Bubnelis. I also accept the invoices relating to materials purchased evidence of the invoices (with a few items mistakenly claimed). In my judgment, the sums invested and work carried out formed part of Mr Prusinskis' claim to a shareholding proportionate to the sums he invested and the time and expenses he incurred.

iv) Did Mr Bubnelis sign the Investment Contract and/or is the Investment Contract a genuine document?

In my judgment, Mr Bubnelis did sign the investment agreement. I reject his evidence on this point and accept that of Mr Prusinskis alongside the findings I have made above about the sums having been invested in exchange for a shareholding reflecting the investment in accordance with the terms of the oral agreement.

- v) Did C2 sign the Settlement Agreement and/or is it a genuine document? Did Cs consent or resolve to make any changes to Companies House on or after 23 June 2022?

In my judgment, as set out above, the settlement agreement was signed by Mr Jakstys at the meeting on 14 May 2022 and it is a genuine document. The Claimants have failed to establish that it is a fraud. Accordingly, after Mr Prusinskis altered the details at Companies House, no further resolution could have been validly made by the Claimants in relation to Oneta.

- vi) If the Settlement Agreement is a genuine document, should it be rectified?

The rectification claim is addressed below.

### **Rectification**

182. As already set out above, the settlement agreement was drafted in a very amateurish way. It records Mr Jakstys as the ‘outgoing Director & Shareholder’ and rather than recording his position as the director of Oneta as well the director and sole shareholder in UAB which held the share in Oneta. At the time that Mr Jakstys signed the settlement agreement, he was according to the Companies

Register in Lithuania the owner of all the shares in UAB. Ms Walker invites me to grant the application for rectification on the basis that it was clearly intended that Mr Jakstys would be wearing ‘two hats’ and sign both on behalf of himself as director and also on behalf of UAB as its sole director and shareholder.

183. *Ahuja Investments v Victorygame [2021] EWHC 2382(Civ)* at paragraph 96 sets out the well known principles as to rectification by construction:-

‘First, rectification by construction. As Mr Clarke submits it is trite law that in appropriate circumstances, a mistake in a contract may be corrected by a process of construction without obtaining a court order in an action for rectification. Two conditions must be satisfied: first, there must be a clear mistake on the face of the instrument; secondly, it must be clear what correction ought to be made in order to cure that mistake. If those conditions are satisfied, then the correction is made as a matter of construction. In deciding whether there is a clear mistake, the court is not confined to reading the document without regard to its background or context. Nor is there any limit to the correction which may be made provided it is clear to the reasonable person, having regard to all the relevant documents, and the admissible background, what the parties really meant.’

184. Mr Green opposes the application for rectification on the grounds that there are clear references to beneficial owners and therefore UAB should not be construed as being a party to this agreement. In my judgment, on the evidence before me, Mr Jakstys was the sole shareholder of UAB. The purpose of the settlement agreement was to transfer the shares in Oneta to Mr Prusinskis. That was to be carried out by the current shareholder which was UAB which was

entirely owned by Mr Jakstys. In my judgment there was a clear mistake in not adding UAB as a party to the settlement agreement. Secondly it is also clear that the proposed rectification is to read the agreement as including UAB as a party to the settlement agreement.

185. Any reasonable person would have considered that UAB was a party to the agreement because the agreement included an obligation to transfer the shares in Oneta to Mr Prusinskis. The existing shares in Oneta were to be transferred to Mr Prusinskis. Mr Jakstys agreed to that. To carry out that obligation, the reference to Mr Jakstys is to be construed as being to Mr Jakstys and to UAB.
186. The reference to, 'shareholder of the company including parties who are beneficial owners' does not prevent the construction being that both Mr Jakstys and UAB are parties to the settlement agreement. In so far as that clause has any meaning, then it relates effectively to a representation which Mr Jakstys made that he, UAB as sole shareholder and anyone at that time who asserted a beneficial interest in UAB had agreed to the terms of the settlement agreement. There is no evidence that at the time the settlement agreement was entered into, any one other than Mr Jakstys had any interest in the shares. His evidence was that UAB was acquired by him. In my judgment, these words do not in some way defeat what is the correct construction of the settlement agreement by rectification.



## Schedule

### Brief dramatis personae

**Mr Prusinskis** (the Third Defendant) is originally from Lithuania. He has lived in England since 1996 working as a carpenter and a builder.

**Ms Anastasia Giliova** ( Ms Giliova) is his long term partner who he lives with.

**Mr Aurimas Chromovas** ( Mr Chromovas), the Second Defendant is a childhood friend of Mr Prusinskis who was asked by him to be a director of Oneta. He agreed to this but other than his appointment as a director, nothing turns on his evidence because he has no personal knowledge of the events.

**Mr Paulius Metrikis** ( Mr Metrikis ) who lives and works in Lithuania witnessed the settlement agreement dated 14 May 2022.

**Mr Aleksei Jacko** ( Mr Jacko) is a Lithuanian who lives and works in the UK. He was at the relevant time the director and shareholder of an English registered company, Pipes and Fittings UK Limited ( P&F Ltd) where Ms Giliova worked until recently. He is Ms Giliova's cousin.

**Mr Lauras Prusinskis** ( Lauras ) is the brother of Mr Prusinskis. He lived in the UK for a considerable period of time but moved back to Lithuania in or around 2015 although he continued to come to the UK at least once a year and carried out work helping his brother. His evidence is that he helped carry out the works on the conversion of one of Oneta's properties into two flats ( North Park). When he lived in the UK, he opened a restaurant called Northcliffe House in which **Mr Vytautas Dovydauskis** ( Mr Dovydauskis) invested in. The

restaurant was not successful and closed down. The meeting on 14 May 2022 when the settlement agreement was executed took place in his property in Lithuania. He also was the person who drafted the settlement agreement and printed it.

**Mr Dovydauskis** provided no evidence in this case although he features extensively in the evidence of others as being someone who loaned sums to Mr Prusinskis and Ms Giliova as well as acquiring the other loans made to Oneta. According to Mr Prusinskis, he used to be good friends with Mr Dovydauskis. Mr Prusinskis asserts that Mr Dovydauskis is behind the current proceedings relating to the ownership of Oneta and that Mr Jakstys is essentially acting on behalf of Mr Dovydauskis (with the exception of when Mr Jakstys decided to enter into the settlement agreement). This is denied by the Claimants.

**Ms Aldona Dovydauskiene** is the mother of Mr Dovydauskis who has instituted proceeding in Lithuania against Mr Prusinskis' mother.

**Mr Donatas Bubnelis** ( Mr Bubnelis) lives and works in the UK since 2010. Mr Prusinskis states that he met Mr Bubnelis in 2010 via Mr Dovydauskis. According to Mr Prusinskis, he helped Mr Bubnelis find work and settle when he first moved to the UK in 2010. They were historically good friends according to Mr Prusinskis but this is somewhat denied. Mr Bubnelis was the sole director and shareholder of Oneta from April 2013 until June 2021.

**Mr Laimonas Jakstys**, the Second Claimant, was a director and shareholder of Oneta from June 2021. He asserts that he was wrongfully removed as a director by Mr Prusinskis in May 2022 and that UAB was wrongfully removed as

shareholder in Oneta. He lives in Lithuania and has done so through out the events and the time periods relevant in these proceedings.

**UAB Business Enterprise**, being the First Claimant ( UAB) is a Lithuanian registered company which is said to own a number of pieces of land in Lithuania. At the time of the settlement agreement in May 2022, Mr Jakstys was the owner of all the issued shares in UAB. It currently has 417 shares of which 317 are held by Ms Dovysauskiene and 100 are held by Mr Jakstys. UAB asserts that it has been wrongfully removed as shareholder by Mr Prusinskis.

**Mr Arunas Bigaila** ( Mr Bigaila) is a cousin of Mr Dovydauskis. He lives and works in England. His bank account was used for payments made by Mr Prusinskis and Ms Giliova. There is a dispute as to whether the payments of sums made into Mr Bigaila's bank account were a repayment of a loan owed by Mr Prusinskis and Ms Giliova to Mr Dovydauskis or sums originally destined to be a loan to Mr Dovydauskis but thereafter were transferred to Oneta as an investment by Mr Prusinskis into Oneta.

**Mr Zydrunas Saudargas** ( Mr Saudargas) lives in the UK and works here. He successfully completed here in the UK, a Bachelors degree in Business Studies and thereafter a Masters degree in business and law. He asserts that he assisted in mediating a settlement of earlier English proceedings commenced in November 2022 by UAB and Mr Jakstys against Mr Prusinskis. Mr Saudargas' involvement as a mediator is denied by Mr Prusinskis.

**Mr Nerijus Vaitonas** ( Mr Vaitonas ) lives in Lithuania. His evidence is limited to him being a witness to a debenture dated February 2022. Ultimately Mr Vaitonas did not give evidence before me.

**Dr Paulius Miliauskas** is a Lithuanian lawyer who acts or has acted on behalf of Oneta, Mr Jakstys and UAB as well as acting on behalf of Mr Dovydauskis. He appears to have acted for the Claimants in Lithuanian proceedings which had been issued and also acted for another creditor of Oneta.

**Mr John Cleary** is a sole trader of a business called Cleary Fencing and Groundworks. His evidence is limited to confirming that works were carried out by him and paid for by Mr Prusinskis at the Plum Orchard property. He was unable to attend court.