

IN THE HIGH COURT OF JUSTICE
QUEENS BENCH DIVISION
INVESTIGATORY POWERS TRIBUNAL

BEFORE:

MATTHEW THOMAS PARISH

Claimant

- and -

AHMED AL-FAHAD AL-AHMED AL-SABAH (1)

HAMAD AL-HAROON (2)

PERSON A (3)

PERSON B (4)

PERSON C (5)

THE SECRET INTELLIGENCE SERVICE (6)

PERSONS AND/OR ENTITIES UNKNOWN (7)

Defendants

FOURTH FURTHER PARTICULARS OF CLAIM
(NEGOTIATIONS MEDIATED BY THE SECRET INTELLIGENCE SERVICE)

These Particulars of Claim supplement those dated 15 July 2021, 7 October 2021, 12 October 2021 and 12 November 2021 in this matter. No assertions previously therein made are withdrawn.

1. The Claimant is a British citizen, English solicitor and New York attorney and counselor-at-law, date of birth 21 July 1975. He is a well-known international lawyer and an English solicitor of some repute, with some 20 years plus of experience in litigation and arbitration. The First

Defendant and the Second Defendant are the same persons as those identified with these names in prior Particulars of Claim

2. Since November 2021, the Secret Intelligence Service (the Sixth Defendant), through the agency of the Third, Fourth and Fifth Defendants, sought to mediate a resolution of all the disputes between the Claimant and the various persons named in the various Particulars of Claim in this claim, and with the Secret Intelligence Service, and with the Kuwaiti Royal Family and the various Kuwaiti persons named in these various Particulars of Claim.

3. The persons in question, Persons A, B and C, anonymised in these Particulars of Claim in the interests of confidentiality, shall have their identities communicated to the Tribunal by separate email shortly following this one.

4. To the best of the Claimant's knowledge, the approximate methodology of the settlement process was the following:

(a) Person C liaised with the Claimant as to his career and commercial intentions, and agreed with the Claimant a series of terms by which the Claimant would be able to return to the United Kingdom (he has been in Serbia for the last year, living modestly, because he owns a small apartment there and has no liquid assets in any other country).

(b) The terms so agreed were approximately that a member of the Kuwaiti Royal Family acting through an intermediary corporate vehicle would make a payment by way of investment to the Claimant of GBP 5 million that would (a) enable the Claimant to purchase premises in a town outside London where he and staff could live and that could operate as a premises for a firm of solicitors and a firm of legal, security and intelligence consultants.

(c) The business would be adequately capitalised so as to satisfy SRA capital adequacy requirements and enjoy sufficient capital as to suffer the first couple of years in which a new business is typically expected not to make a substantial profit.

(d) The Claimant's debts in Switzerland arising out of the Geneva Litigation *et al* could be paid off, relieving the burden of doing this from whosoever might currently be servicing these debts.

(e) Person A liaised with the Kuwaiti Royal Family to obtain agreement in principle which it is understood was obtained.

(f) Person B liaised with a Kuwaiti person and with the Claimant to fix the details of the payment.

(g) The Claimant would in return waive all IPT proceedings and provide certain confidentiality undertakings to the Court, thereby bringing this matter to a satisfactory conclusion.

4. Pursuant to this arrangement, the Claimant made comprehensive arrangements for the establishment of a business, employment of staff, dealing with the regulatory authorities and costing out the project, with a view to the business starting on or around 1 April 2022.

5. Being a man of business, the Claimant issued both a draft Investment Agreement (between the companies he anticipated forming to run the business) and an unknown intermediary counterpart that would be invested with the funds necessary to pay the Claimant to undertake the foregoing purposes; and an invoice in the sum of GBP 5 million to his UK bank account. All of Person A, Person B and Person C were provided with drafts of these documents.

6. The Claimant was due to fly from Belgrade to London on Monday 17 September 2022 for the purposes of viewing the property, instructing solicitors, instructing chartered surveyors, consulting financial advisors, and all the other many incidents in establishing a new and successful business. He also wished to spend some time with his father who he has not seen for over a year; and his mother and two young daughters (11 and 8), who has not seen for over six months.

7. All this work, and the flight, required payment of the invoice at the latest by Friday 14 January 2022. Despite reassurances from Persons A, B and C, no funds were received by Close of Business on Friday 14 September 2022.

8. Indeed in the event, no funds were received whatsoever.

9. It had previously emerged, towards the end of the negotiations concluding on or around 14 January 2022 that Persons A, B and/or other persons unknown acting on behalf of the Sixth Defendant had found themselves negotiating with Hamad Al-Haroun, the Second Defendant, acting on behalf of his principal the First Defendant, with an agenda to ensure that the negotiations would not succeed; while pretending to negotiate so as to satisfy the ostensible mandate agreed between the Kuwaiti Royal Family and Person A to resolve all the disputes with the Claimant.

10. No person acting on behalf of the Sixth Defendant, knowing what they knew or ought to have known from the files of the Sixth Defendants and indeed from the earlier pleadings in this

case, namely that the Second Defendant is a serial fraudster and forger with multiple INTERPOL diffusion notices against him from a variety of jurisdictions, was a wholly unsatisfactory negotiation counterpart liable to use the utmost bad faith in order to prevent payment of any money whatsoever and instead to attempt to retain that money for himself, should have accepted the Second Defendant as a negotiation counterpart.

11. In nonetheless doing so, Persons A and/or B and/or persons unknown acting on behalf of the Sixth Defendant and/or the Sixth Defendant itself were grossly negligent.

12. In all the circumstances described in the prior Particulars of Claim in this matter and in this document, the Sixth Defendant owes a duty of care to the Claimant to resolve this matter amicably and to the just satisfaction of the Claimant, which duty it has breached and in respect of which all the Defendants are liable in damages to the Claimant.

13. The commercial project the parties had anticipated has now become implausible and the Claimant has had to cancel it, much to everyone's regret. When no payment was received on Friday 14 January 2022, the Claimant rearranged travel to England for Friday 21 January 2022 (the next available date for a direct flight; the chartered surveyor, the most difficult professional service provider to confirm, was confirmed for Monday 24 January 2022) but asked at a minimum that a sum of GBP10,000 be paid on Monday 17 September 2022 to cover existing and accruing liabilities. No such payment was made, with apologies conveyed by Person B. Ergo the Claimant cancelled the project as being an entirely hopeless idea based upon the fact that it was to be funded through negotiations with a notorious fraudster (the Second Defendant Mr Al-Haroun).

14. Given the known history of the Claimant's dealings with Mr Al-Haroun, it is difficult to conceive of a more negligent way of going about negotiating with the Kuwaiti Royal Family than suffering the participation of Mr Al-Haroun in any way shape or form. Mr Al-Haroun was at some point recruited by the US Central Intelligence Agency and he is notorious with intelligence community for his egregious roguery. He is responsible for the Geneva Litigation and for the London Litigation, as described in prior pleadings. He is responsible for forgery of the videos. While he continues to act on behalf of the First Defendant, he has been cast out from the Kuwaiti Royal Family circles for all intents and purposes because he is too much of a crook and he lives in exile in London, unwelcome in Kuwait.

15. The idea that negotiating on the Claimant's behalf with Mr Al-Haroun for an amicable resolution of the issues arising out of these pleadings is preposterous, and it was profoundly negligent for anyone even to attempt to do so. Needless to say, the agents / representatives of the

Secret Intelligence Service who undertook this task did do while providing a minimum of information to the Claimant. One cannot fulfil a duty of care to a party without telling them anything about what is going on. Had these parties done so, the Claimant would have warned them about Mr Al-Haroun in no uncertain terms and the negotiations would in all likelihood have been more fruitful as Her Majesty's Government acting through the Secret Intelligence Service would have insisted upon a more reliable negotiation partner.

16. As a result of the collapse of the project to establish the aforementioned business, the Claimant suffered reputational losses with the business partners he had found to pursue the project with, including but not limited to estate agents, solicitors, chartered surveyors and the like.

17. Person B and the Secret Intelligence Service had been working in coordination with the Claimant to transfer the Claimant's girlfriend's PhD (we will call her Person D and her true name will be identified in the email that follows this) from the University of Belgrade to the University of Cambridge in conjunction with the transfer of the Claimant's place of living from Belgrade to a town outside London to establish the project. As a result of the collapse of the project by reason of the negligence herein stated and/or alluded to, all those efforts were wasted and bureaucratic aggravation was caused in substantial sum to Person D and to those persons related to the University of Belgrade around her, including but not limited to the father of Person D who is a Professor at the University of Belgrade, with the result that at the time of writing the relationship between the Claimant and Person D and her father is in mortal jeopardy and it may well not be capable of recovery. This is another form of loss that the Claimant has suffered.

18. Jurisdictional observation. The Claimant has a right to a fair trial for his claim of negligence against the Secret Intelligence Service and its officers servants and/or agents. No other court or tribunal in the United Kingdom has such jurisdiction. This Honourable Tribunal is bound to uphold the Claimant's human rights. The Claimant has a human right to a fair hearing of his negligence claim (and/or any other such claim as the Tribunal may conclude arises out of the facts asserted in this Particulars of Claim and/or found by the Tribunal in relation thereto). Hence this Tribunal must be vested with jurisdiction to hear the Claimant's claim against the Secret Intelligence Service and its aforementioned agents; and/or to find that the absence of any Tribunal with such jurisdiction itself gives right to a cause of action.

AND THE CLAIMANT CLAIMS, as against all the Defendants, and/or any other culpable person and/or entity:

1. Damages, including but not limited to punitive, aggravated and/or exemplary damages, for loss of career opportunity, loss of career, loss of revenue, loss of settlement or investment sums and/or other financial losses; loss of relationships; and loss or professional reputation;
2. Declaratory relief, in such terms as the Tribunal may think fit;
3. Legal costs and expenses;
4. Interest on the foregoing, on a statutory basis, pursuant to the inherent jurisdiction of the Court, and/or on such basis as the Court considers appropriate.

Statement of Truth

The Claimant believes that the facts stated in this Particulars of Claim are true. The Claimant is aware that proceedings for contempt of court may be initiated against a person who signs a Statement of Truth in respect of a Particulars of Claim which contains statements of fact in respect of which the person does not have an honest belief.

SIGNED



Date: 18 January 2021