In The Supreme Court of Bermuda

CIVIL JURISDICTION
2022: No. 98

BETWEEN:

TATUNG COMPANY

Plaintiff

-and-

CHUNGWHA PICTURE TUBES LIMITED

Defendant

-and-

(1) GRANVILLE TECHNOLOGY GROUP LIMITED (In Liquidation)
(2) VMT LIMITED (In Liquidation)
(3) OT COMPUTERS LIMITED (In Liquidation)

Interveners

Before: **The Hon. Chief Justice Hargun**

Representation: **Matthew Hardwick KC and Jonathan O'Mahony of Conyers Dill & Pearman Limited for the Plaintiff**

Thomas Raphael KC and Sam Stevens of Carey Olsen Bermuda Limited for the Interveners

Date of Hearing: **1 March 2023**
Date of Judgment: **21 April 2023**

JUDGMENT

Application by the interveners to intervene in the existing proceedings; scope of RSC Order 15 rule 6(2)(b)(i) and (ii); test to be applied in relation to the consideration of the underlying merits of the claim of the interveners

HARGUN CJ

Introduction

1. These proceedings were commenced by Tatung Company ("**Tatung**") against Chunghwa Picture Tubes Ltd ("**CPT**") by Originating Summons dated 20 April 2022. In the Originating Summons it is said that Tatung is a company incorporated in Taiwan and listed on the Taiwan Stock Exchange. It mainly engages in the manufacture and sale of electronic and electrical products.

2. CPT is also a company incorporated in Taiwan and also listed on the Taiwan Stock Exchange. At all material times, Tatung was and remains a major shareholder of CPT. It is said that on 13 December 2018, CPT applied to the Taiwan Taoyuan District Court for restructuring, which application was refused and in around September 2019, CPT applied to the Taiwan Court for

its own winding up and on 29 August 2022 that application was granted by the Taoyuan District Court.

3. Chunghwa Picture Tubes (Bermuda) Ltd ("**CPT Bermuda**") is a company incorporated in Bermuda and is a wholly owned subsidiary of CPT.

4. It is said that on 25 December 2015, Tatung and CPT entered into an Endorsements and Guarantees Agreement (the "**EGA**"), under which Tatung agreed to provide guarantee(s) in favour of financial institutions in Taiwan to secure CPT's prospective indebtedness with them. In return, it is said that CPT agreed to provide the entire equity interest of CPT Bermuda to Tatung as security (the "**Security**"), to pay Tatung the Endorsements and Guarantees Fees and repay the Endorsements and Guarantees Amount.

5. It is said that in December 2015, acting on the EGA, Tatung provided guarantees to three banks in Taiwan (the "**Banks**") to secure CPT's indebtedness by pledging Tatung's time deposits with the Bank's as security.

6. It is further said that: On 13 December 2018, CPT defaulted on the loans with the Banks. On or about 14 December 2018, the Banks set off Tatung's time deposits to discharge CPT's indebtedness, which amounted to NTD 1,993,372,833. In addition, the outstanding Endorsement and Guarantees Fees as of 14 December 2018 was NTD 1,772,055. The total outstanding sum that CPT was liable to pay Tatung as of 14 December 2018 was therefore NTD 1,995,144,888, approximately US $72 million (the "**Total Outstanding Sum**").

7. Since December 2018, it is alleged that Tatung repeatedly demanded CPT to repay the Total Outstanding Sum, and informed CPT that if it failed to do so, Tatung would enforce the Security. CPT stated that it was unable to repay the Total Outstanding Sum due to its financial inability and did not dispute its liability towards Tatung or Tatung's right to enforce the Security.

8. On 17 December 2019, Tatung obtained an order from the Taiwan Court that CPT repay the Total Outstanding Sum and interest to Tatung. CPT has failed to comply with this Court order.

9. In these circumstances in the Originating Summons, Tatung seeks an order for the appointment of joint and several receivers to receive (and sell as appropriate) the Security and the dividends, profits, interest and other monies receivable in respect of CPT's interest in the Security to be transferred to Tatung for the unpaid Total Outstanding Sum as well as any interest and the costs of enforcement.

10. The Interveners' interest in the present proceedings is set out in the first affidavit of the Mr Nicholas Wood dated 29 July 2022. Mr Wood is a partner of Grant Thornton UK LLP and is the liquidator of Granville Technology Group Limited (in liquidation) ("**Granville**") and OT Computers Limited (in liquidation) ("**OTC**"). His colleague Jackie Stringer has been appointed as liquidator of VMT Limited (in liquidation) ("**VMT**").

11. Mr Wood explains that Granville and OTC were large UK manufacturers of personal computers during the 90's and early 2000's. VMT was a manufacturing arm of Granville. Granville entered administration on 27 July 2005 and subsequently liquidation on 15 January 2007, while OTC entered administration on 29 January 2002 and then liquidation on 5 February 2004. VMT entered administration on 5 August 2005 and subsequently liquidation on 15 January 2007.

12. VMT, Granville and OTC, acting through their respective liquidators, issued a claim in the English courts relating to losses arising from the CRT (cathode ray tube) cartel on 18 October 2017 (the "**CRT Claim**"). The CRT Claim is a "follow-on" claim for damages which relies on the findings of liability determined by the European Commission in a decision in Case AT 39437-TV

dated 5 December 2012 (the "**Decision**"). By the Decision, the European Commission found two separate infringements of Article 101 of the Treaty on the Functioning of the European Union in the sector of cathode ray tubes.

13. The CRT Claim was brought against various defendants who were the subject of the Decision, including the Defendant, CPT, on the basis that each defendant is jointly and severally liable for the whole of the loss caused by the cartel.

14. By order dated 16 July 2020, the liquidators obtained default judgment against CPT in the UK in the sum of £33,663, 090 for Granville and VMT and £44,688, 694 for OTC, totalling £78,351,784 (the "**Judgment**").

15. The Interveners registered that judgment in Bermuda pursuant to an order dated 1 July 2021 (the "**Registration Order**"). Following the Registration Order, the Interveners obtained a Writ of *Fieri Facias* ("**the Writ**") from the Bermuda Court dated 13 September 2021 to enforce the Judgment as registered in Bermuda. The Writ provides: "*WE COMMAND YOU that of the goods, chattels, lands, houses,* ***shares*** *and any other property of [CPT] authorised by law to be seized by you in execution you cause to be made the amount in Bermuda dollars equivalent of £33,663,090 to the First and Second Plaintiff's and the amount of £44,688,694 to the Third Plaintiff together with Judgment Interest, Provost Marshall General's fees, costs of levying and all other legal incidental expenses and that immediately after the execution of this Writ you pay the Plaintiffs in pursuance of the said Judgment the amount levied in respect of the said sum and interest.*"[emphasis added]

16. The Interveners assert that the Writ was sent to the Head Bailiff on 29 September 2021, and it is their case that this was the moment when the Writ *bound* the shares of CPT Bermuda ("**the Shares**"). It is said that a Bailiff then levied on the Shares, at the offices of CPT Bermuda's corporate service provider, Conyers Corporate Services Ltd ("**CCS**"), on 11 October 2021. It is

contended that this was the moment of *seizure* under the Writ. The Interveners say that CCS have confirmed that they have the procedure in place to ensure that CPT would be unable to deal with the Shares. The Interveners further say that processes were commenced to enable the sale of the Shares by the Head Bailiff to take place but were interrupted by these proceedings commenced by Tatung. The Head Bailiff has stated that he will not proceed with the sale of the Shares until the dispute between Tatung and the Interveners has been litigated and/or otherwise resolved. It is in these circumstances that the Interveners have made the present application to intervene in the proceedings commenced by Tatung. The Interveners' application for joinder is opposed by Tatung.

Legal principles relating to joinder

17. RSC Order 15 rule 6(2)(b), dealing with the issue of joinder provides that:

> ***15/6 Misjoinder and non-joinder of parties***
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> *(2) At any stage of the proceedings in any cause or matter the Court may on such terms as it thinks just and either of its own motion or on application—*
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> ...
>
> *(b) order any of the following persons to be added as a party, namely—*
>
> *(i) any person who ought to have been joined as a party or whose presence before the Court is necessary to ensure that all matters in dispute in the cause or matter may be effectually and completely determined and adjudicated upon, or*
>
> *(ii) any person between whom and any party to the cause or matter there may exist a question or issue arising out of or relating to or connected with any relief or remedy claimed in the cause or matter which in the opinion of the Court it would be just and convenient*

to determine as between him and that party as well as between the parties to the cause or matter;

18. In *Gurtner v Circuit* [1968] 2 QB 587 Lord Denning MR considered the scope of RSC Order 15 rule 6(2)(i) and held at 595D:

> "*I prefer to give a wide interpretation to the rule, as Lord Esher MR did in Byrne v Brown (1889) 22 QBD 657. It seems to me that when two parties are in dispute in an action at law, and* ***the determination of the dispute will directly affect a third-party in his legal rights or in his pocket****, in that he would be bound to foot the bill, then the court in its discretion may allow him to be added as a party on such terms as it thinks fit. By so doing, the court achieves the object of the rule.*" [emphasis added]

19. Lord Denning MR's approach to the scope of RSC Order 15 rule 6(2)(i) in *Gurtner v Circuit* was approved by the Privy Council in in *Pegang Mining Co Ltd v Choong Sam & Ors* [1969] 2 MLJ 52 where Lord Diplock held at 55G:

> *"The cases illustrate the great variety of circumstances in which it may be sought to join an additional party to an existing action. In their Lordships' view one of the principal objects of the rule is to enable the court to prevent injustice being done to a person whose rights will be affected by its judgement by proceeding to adjudicate upon the matter in dispute in the action without his being given an opportunity of being heard. To achieve this object calls for a flexibility of approach which makes it undesirable in the present case, in which the facts are unique, attempt to lay down any general proposition which could be applicable in all cases.*
>
> *... While their Lordships agree that the mere fact that a person is likely to be better off financially if a case is decided one way rather than another*

is not sufficient ground to entitle him to be added as a party, they do not find the dichotomy between "legal" and "commercial" interests helpful. A better way of expressing the test is: ***will his rights against or liabilities to any party to the action in respect of the subject matter of the action be directly affected by any order which may be made in the action?" [Emphasis added]***

Gurtner and *Pegang* were followed and applied by Meerabux J in this Court in *Young v Hodge* [2001] Bda LR 70.

20. In *Young v Hodge* the test was satisfied where a third-party affected by a *Mareva* injunction sought to intervene in the proceedings. The test was also satisfied where there were conflicting writs of *Fi Fa* by two judgment creditors to the same monies (*New Skies Satellite BV v FG Hemisphere Associates* [2005] Bda LR 59 (Court of Appeal)).

21. An important consideration in the application of the test for joinder is the extent to which the Court is required and/or allowed to consider the underlying merits of the interveners' claim.

22. In *Long v Crossley* (1879) 13 Ch D 388 Fry J held at 391 that the consideration of the underlying merits at the joinder stage was not appropriate:

"*What is the question involved in the present action? Put Broadly, it is the specific performance of the contract with the Defendants. Is the presence of Mr Long and his sister necessary in order to enable the Court effectually and completely to adjudicate upon and settle this question? It appears to me that it is. It is said by Mr North that, if they are added as co-Plaintiffs, the action must still fail.* ***I think that at present I have nothing to do with that. The object of the provision of the rules was, not***

that the party's case should be so framed as to succeed, but that it should be so framed that it can be adjudicated upon by the Court, whether in his favour or against. *Him*" (emphasis added)

23. A similar approach has been taken by McBride J in *McIlroy-Rose v McIlroy-Rose* [2019] NICh 13 (High Court of Justice in Northern Ireland)

> *"[41] ... Secondly,* ***carried to its logical conclusion Mr Dunlop's submission would mean that a person would be unable to issue proceedings if a proposed defendant argued that they were without merit.*** *That is not how our civil litigation system works. Rather a person is entitled to issue proceedings and if the defendant considers that they are without merit he can then apply to have them struck out under Order 18 Rule 19. Alternatively, he can let matters proceed to a fully defended hearing. Thirdly, I do not consider that the test for joinder does or should include an evaluation of the merits of the case. Such an approach would unduly delay the administration of justice. If a proposed defendant wishes to make such an argument the time to do so is not at the joinder stage but later by application under Order 18 Rule 19 or at the hearing...*
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> ...
>
> *[46]* ***I am satisfied that it would not be just for this court to refuse to join the proposed defendant on the basis that the alleged counterclaim is without merit as this would be effectively dismissing the counterclaim without an adequate adjudication on the disputed issues.*** *It is clear from the allegations and counter allegations that a number of matters require further investigation and I am satisfied that further evidence from the PSNI, Clanmil and the Public Accounts Committee will need to be carefully examined before the court could make any determination as to the merits or otherwise of the counterclaim. In all the circumstances the test to strike out the counterclaim is not met at this stage." [emphasis added]*

24. Other cases which have considered whether it is appropriate to consider the underlying merits of the case have held that the court can have regard to the merits if "*they are readily visible*" emphasising that the court should not be required to conduct a prolonged investigation into the merits. In *Kings Quality Homes Ltd v A J Paints Ltd* [1998] 1 WLR 132 Staughton LJ held at 131G:

> *"I would have thought that a judge who on such an application would substitute a new party is entitled to have regard to the merits of the case if they are readily visible to him. Of course he should not be asked to conduct a prolonged investigation into the merits, and if he is asked to do so he should not do it. If he can form a rough and ready view of the merits, I do not see why he should not pay regard to it."*

25. Where the court does consider the underlying merits of the case it is clear that the court need not be satisfied that the intervener is likely to succeed in his claim. The court need only be satisfied that the intervener has a "*prima facie*" good case; or that there is a "*genuine issue to be tried*"; or that the intervener has a *bona fide* case which is not "*frivolous and insubstantial.*"

26. In *Amon v Raphael & Sons Ltd Tuck* [1956] 1 QB 537 Devlin J (as he then was) held at 382 "*that the court must be satisfied of facts showing a cause of action before it orders the joinder; it is sufficient that a* ***prima facie cause of action*** *should be shown.*" [emphasis added]

27. In *Bentley Motors v Lagonda* [1945] 114 LJ Ch 208 Evershed J (as he then was) dealing with the joinder application commented that: "*I am expressing no view as to the soundness of this claim, but it is conceded by the plaintiffs that it* ***cannot be treated as frivolous or unsubstantial.***" [emphasis added] It appears that Evershed J took the view that as long as the claim was not "*frivolous or insubstantial*" it was sufficient for joinder purposes.

28. In *Monarch Airlines Engineering Ltd v Intercon (Cattle-Meats) Ltd* [1985] 11 Con LR 58, his Honour Judge James Fox-Andrews QC held at 63 that "*under r. 6(2(b))(i) the court should not go beyond enquiring whether there is a* ***genuine issue to be tried*** *– see Long v Crossley [1879] 13 Ch D. 388*". [emphasis added]

29. In relation to the scope of rule 6(b)(ii) Kerr LJ held in *Sanders Lead Co Inc. v Entores Metal Brokers Ltd* [1984] 1 WLR 452 at 460 the intervener must show that he has some interest which is in some way directly related to the subject matter of the action:

> *"In my view the rule requires some interest in the would-be intervener which is in some way directly related to the subject matter of the action. A mere commercial interest in its outcome, divorced from the subject matter of the action, is not enough. It may well be impossible, and would in any event be undesirable, to attempt to categorise the situations in which the interests of would-be interveners are sufficient to satisfy the requirements of the rule. The authorities show that the existence of a cause of action between the intervener and one of the parties is not a necessary prerequisite for this purpose. But they also go no further than to show that there must be some direct interest in the subject matter, such as an alleged infringement of a patent, trademark or copyright with which the intervener is concerned...However, as Mr. Hirst rightly conceded, no case has gone so far as to allow intervention by someone who is only a creditor, or alleged creditor, with no more than a creditor's commercial interest in the outcome of the action, and in my view it makes no difference whatever that the creditor in question is one who has obtained a Mareva injunction whose fate may in some way depend on the outcome."*

The Interveners' case for joinder

30. The Interveners say that under 6(2)(b)(i) their presence before the Court is necessary to ensure that all matters in dispute may be effectually and completely determined. They say that their rights created by the Writ, including for the Head Bailiff to sell the Shares, and give the proceeds to the Interveners so far as needed to satisfy the Judgment, and the "special property" in the Shares created by the seizure, directly conflict with the rights in the Originating Summons filed by Tatung, for sale by the receivers, and the payment in the first instance to Tatung. Further, Tatung's claims in the Originating Summons would directly affect the Interveners in terms of their legal rights and/or in their pocket, for the same reasons, and because there is a real risk that the proceeds may well not be enough to cover the claims of both Tatung and the Interveners.

31. Second, the Interveners contend that under 6(2)(b)(ii), there are questions or issues between Tatung and the Interveners which arise out of or related to or are connected to the relief or remedy sought by Tatung. The Interveners contend that they are in dispute with Tatung as to (i) whether the Writ is effective and the rights and duties it creates; (ii) whether the Head Bailiff should be able to sell the Shares under the Writ and pay the proceeds to the Interveners as needed; or (iii) whether instead the receivers sought by Tatung should be able to sell the Shares under the Originating Summons and pay proceeds in the first instance to Tatung. For the same reasons, the Interveners contend, they have an interest which is directly related to the subject matter of the action and which is not a mere commercial interest in its outcome, divorced from the subject matter of the action. That interest is their interest in the sale and the proceeds under the Writ, which interest is directly related to the subject matter of the action, because it is directly contradicted by the rights as the sale and proceeds of which Tatung asserts.

32. Third, the Interveners submit that it is just and convenient for the Court to determine matters between the Interveners and Tatung:

(1) The Interveners should be able to make submissions to the Court in this action as to whether a receivership as sought by Tatung, or payment out to Tatung, is lawful or appropriate.

(2) It would be wrong to allow Tatung to have important matters such as these determined in its action without scrutiny in the Interveners' absence and potentially unopposed by CPT.

(3) As regards the Writ proceedings, the matters in dispute need to be resolved so as to confirm what the Head Bailiff should be doing in respect of the Court's existing order that he should seize and sell the Shares. Indeed, the Interveners submit, at present the existence of the conflicting actions means that the sale process under the Writ is in suspension. This needs to be resolved and, permitting joinder, would enable the disputes to be resolved between Tatung, CPT, and the Interveners, and the Writ to be enforced.

(4) Equally any receivers appointed in the Originating Summons proceedings will not sensibly be able to act until the disputes are resolved; nor for the same reasons could any court sensibly decide in its discretion whether or not to appoint a receiver unless the disputes were resolved between the Interveners and Tatung.

(5) Even if the sale was going ahead by the receivers appointed in the Originating Summons proceedings, the Interveners would have a strong and legitimate interest in participating in any sale process and making submissions as appropriate to any receivers.

33. Fourth, the Interveners contend, even were it shown that Tatung is incontrovertibly right on security, and it had a security interest prior to the Writ (which is disputed by the Interveners), the Interveners still have an interest which is not merely commercial. The Writ and the seizure thereunder will still give the Head Bailiff and the Interveners what are in

effect secured rights to seize and sell, even if only as to the residue of the value of the Shares subject to Tatung's secured rights. In the circumstances, the Interveners submit, a sale process conducted by the receivers alone, at Tatung's instance alone, would still contravene the rights of the Interveners and the effect of the Writ. There would need to be some process of agreement and reconciliation between the Writ and any receivership, perhaps with the Head Bailiff selling the shares subject to Tatung's rights.

The opposition to joinder by Tatung

34. In opposition to the application for joinder a number of arguments are deployed on behalf of Tatung. However, the principal argument against joinder is based on the proposition that the Writ of *fieri facias* does not apply to shares and therefore the Interveners have no "*existing legal rights*" over the Shares.

35. In developing this argument, it is said that shares are a choses in action relying upon *Palmer's Company Law* 6.002; *Megarry & Wade, The Law of Real Property*, 9th Ed at 30-003; and the House of Lords decision in *Colonial Bank v Whinney* (1885) 30 Ch D 261, pp 439-440. It is said that consistent with this, section 501 of the English Companies Act 2006 provides that shares are personal and not real property. The position is the same in Bermuda: section 48(1) of the Companies Act 1981 provides that the "*shares or other interest of any member in the company shall be personal estate.*"

36. It is contended that the importance of this categorisation is that at common law only "*the goods and chattels*" of the judgment debtor could be seized: this did not extend to a chose in action. Reliance is placed upon the decision in *British Mutoscope and Biograph Company Limited v Homer* [1901] 1 Ch

671, at 676 per Farwell J "*choses in action could not at common law be taken in execution under a writ of fieri facias*".

37. It is further contended on behalf of Tatung that the Interveners have not been able to articulate any answer to the argument that a writ of *fieri facias* does not extend to shares. Based on this Tatung argues that the Interveners are merely unsecured creditors. It is said that as merely unsecured creditors it is plain and obvious that, for the purposes of rule 6(2)(b) there is no "*question or issue*" "*arising out of or relating to or connected with*" the relief sought by Tatung against CPT which it would be "*just and convenient*" to determine between Tatung and the Interveners as well. It is said, on behalf of Tatung, that in fact, the joinder of the Interveners would add a significant and unnecessary layer of cost and delay in relation to proceedings which concern Tatung and CPT alone.

38. Mr Hardwick KC says that the issue whether any rights have been created by the Writ procedure is a threshold issue and argues that the Court must definitively determine that issue in order to determine the joinder issue. The determination of that issue evidently requires the Court to make a declaration that Chief Justice Ground had no authority under the Supreme Court Act 1905 to include "*shares*" in the description of property to which the writ of *fieri facias* could attach when the amendments to the Bermuda Rules of the Supreme Court were made in 1985. In this regard he relies on the Privy Council decision in *Levy v Ken Sales & Marketing Ltd* [2008] UKPC 6. Mr Hardwick KC's interpretation of *Levy* is disputed by Mr Raphael KC who contends that the House of Lords decision in *Masri v Consolidated Contractors International Company SAL* [2009] UKHL 43, shows statutes, in the form of the Supreme Court Act 1905, give the rule makers how to modify and expand common law jurisdictions, including enforcement, with compulsory effect on persons.

39. It seems to the Court that this submission made by Tatung goes to the essential merits of the claim which the Interveners' seek to pursue in these proceedings. It is the Interveners contention that they are "secured" creditors or have "special property" in the Shares as a result of the "binding" effect of the Writ. As the authorities reviewed earlier establish, it is not appropriate at the joinder hearing to examine deeply the merits of any party's claim. It appears to the Court that the Interveners position is plainly arguable. The Writ ,upon which the Interveners rely, was issued by the Acting Chief Justice of this Court and expressly applies to "shares" in accordance with the terms of existing RSC Order 47 rule 7(1). To date that Writ has not been set aside and continues to be binding upon those persons upon whom it is served.

40. Secondly, as indicated by the Court during the hearing, the position in Bermuda in relation to the scope of the writ of *fieri facias* may not be identical to the position in England. It appears, subject to further argument, that prior to the 1985 RSC, Order 47 rule 7(1) was in the same terms as the English rule and it did not extend to shares. However, unlike England, Bermuda's RSC made no provision for charging orders as a possible means of execution over shares. Accordingly, in the amendments made to the RSC in 1985, the scope of Order 47 rule 7(1) was expressly enlarged to include "shares". This contention by Tatung that the inclusion of "shares" in rule 7(1) by the Chief Justice in 1985 was without statutory authority and *ultra vires* needs further argument and careful consideration. This argument was not suggested in the written submissions filed on behalf of Tatung. All these issues need to be properly argued and determined and the Court expresses no concluded view on this issue. The Court is satisfied that the Interveners' position is sufficiently arguable for the purposes of this joinder application and the Court is satisfied that the Interveners have an arguable claim to a legal right over the Shares.

41. The same analysis applies to Tatung's other principal argument that, in any event, Tatung is a secured creditor. In this regard Tatung argues that it is a secured creditor of CPT, with a registered mortgage/charge over the Shares in accordance with section 61 of the Companies Act 1981. Accordingly, Tatung has the right, as claimed in the Originating Summons, to appoint joint and several receivers and to receive (and sell as appropriate) the Shares. It may well be that Tatung has a strong case in this regard as set out in its written submissions. However, the position remains that this contention is disputed by the Interveners. The Interveners contend that Tatung is not a secured creditor. They say that is the position because, among other reasons, (i) the 2017 EGA does not constitute a sufficient transaction to create security; (ii) there is lack of completion of inherent conditions; (iii) there has been a failure to comply with Taiwan pre-conditions; (iv) it does not satisfy conditions for proprietary effect under Bermudian law as *lex situs;* and (v) there has been a failure to comply with the Bermuda Exchange Control Regulations 1973. Again, it appears to the Court that all these points go to the essential merits of the underlying claim and as noted earlier, it is not appropriate for the Court to evaluate these contentions in the context of this joinder application. The Court expresses no concluded view in relation to these issues.

42. The Court is satisfied, essentially for the reasons set out in paragraph 30 above, that this is a case where the Interveners ought to be joined as a party under rule 6(2)(b)(i) on the basis that their presence before the Court is necessary to ensure that all matters in dispute in the cause may be effectively and completely determined. The Court is also satisfied, essentially for the reasons set out in paragraphs 31 to 33 above, that the Interveners should be joined as a party to these proceedings under rule 6(2)(b)(ii).

43. The Court will hear the parties in relation to further directions and the issue of costs.

Dated this 21st day of April 2023

NARINDER K HARGUN

CHIEF JUSTICE