

JUDGMENT SUMMARY

Neutral Citation	[2024] ADGMCFI 0017
Case Number	ADGMCFI-2023-132
Name of Case	Dario Echeverry Campos & Anor. v Richard Milton Parish & Others
Judge	Justice William Stone SBS KC
Date Issued	28 November 2024
Catchwords	Termination of joint venture agreement. Fraudulent misrepresentation. Protection of intellectual property. Registration of patents. Duress/ Lawful act duress.
Cases Cited	BV Nederlandse Industrie Van Eiprodukten v Rembrandt Enterprises Inc [2019] 2 All ER (Comm) 501
Legislation and Authorities Cited	-
Executive Summary	This judgment considered commercial dispute between business partners, dismissing the Claimants' case and upholding the Defendants' counterclaim. The Court found the First Claimant, Mr. Campos, made fraudulent or reckless misrepresentations about his " <i>patented technology</i> " and inventions, which induced the First Defendant, Mr. Parish, to invest. Mr. Campos's duress claims were rejected, and the joint venture was deemed legitimately terminated. Mr. Parish was awarded AED 8,423,364 in damages.
Overall Summary	<p>Background</p> <p>This Abu Dhabi Global Market ("ADGM") Court of First Instance (Commercial & Civil Division) judgment concerned a dispute between former business partners, Mr. Dario Echeverry Campos (First Claimant) and Mr. Richard Milton Parish (First Defendant). They had formed a Joint Venture Agreement (JVA) in April 2021 under ADGM law, equally owned by their respective companies, A.L.L Altered Labs Licensing Limited (Second Claimant) and Voltage Enterprises Limited (Third Defendant). The initial focus of the joint venture was the "<i>Angel Water Project</i>," aiming to produce and market alkaline water using technology Mr. Campos claimed to have developed and patented. The relationship deteriorated, leading to a meeting on 4 August 2022 after Mr. Parish and his associates developed</p>

	<p>concerns about Mr. Campos's technology claims. Litigation was initiated by Mr. Campos approximately 13 months after this meeting. Mr. Campos sought damages, specific performance, and injunctive relief, while the Defendants counterclaimed for damages.</p> <p>Analysis</p> <p>The Court primarily analysed the Defendants' case in fraudulent misrepresentation and the Claimants' counter-argument that Mr. Campos signed away his shares under duress.</p> <p>On misrepresentation, the Defendants alleged Mr. Campos falsely claimed to be the inventor and patent holder of the "<i>Blue Box</i>" device and its technology, that it produced a special gas ("HYDROGAS"), was fully patented, and capable of consistent commercial production of Angel Water. The Court accepted evidence from Mr. Parish and Ms. Jensen-Landeros that Mr. Campos consistently represented having a patent in place, despite evidence showing no relevant patents were granted, particularly in the UAE. The Court also found Mr. Campos misrepresented the "<i>Blue Box</i>" as his custom invention, when it was an inexpensive, standard electrolysis device. Evidence showed attempts at commercial production of Angel Water failed to achieve a consistent pH level. The Court concluded that Mr. Campos's representations were untrue and categorised them as fraudulent or highly reckless, finding the Defendants' case in fraudulent misrepresentation was established.</p> <p>Regarding duress, Mr. Campos claimed he was subject to implied threats, intimidation, verbal abuse, and threats of jail by Mr. Parish during their private 15-minute discussion at the 4 August meeting, forcing him to sign documents surrendering his directorships and shares. The Court heard conflicting accounts. Rejecting Mr. Campos's version as "far-fetched" and confused, the Court preferred Mr. Parish's account and the evidence of other witnesses who saw no signs of duress. The Court found Mr. Campos failed to establish that his consent was vitiated by unlawful duress, concluding the signing was consensual.</p> <p>The Court also addressed the status of the JVA, finding it was dissolved at the 4 August meeting when Mr. Campos signed the documents, as Mr. Parish was entitled to terminate it due to Mr. Campos's fraudulent misrepresentations amounting to repudiatory breach. Claims that Mr. Campos's "HYDROGAS" was unique were dismissed, with expert evidence suggesting it was likely HHO gas. The Court also rejected the Claimants' argument that the new "<i>Kinetic7 Portable Stove</i>" developed by the Defendants stole Mr. Campos's technology, finding the devices and technology fundamentally different.</p> <p>Conclusion</p> <p>The Court dismissed the Claimants' case in its entirety . The Defendants' Counterclaim succeeded . The Court awarded the First Defendant, Mr. Parish, damages totalling AED 8,423,364 . This sum covered losses related to the Angel Water Project (including adjusted storage costs) , the setup and management of Voltage Enterprises (awarded at 85%) , and investments related to initial "HYDROGAS"/HHO Generator efforts . Simple interest at 5% per annum was awarded on this sum from the judgment date . The Claimants' request for injunctive relief concerning the</p>
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	Kinetic7 Portable Stove was denied . Costs of the proceedings were awarded to the Defendants .
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This statement is not intended to be a substitute for the reasons of the Court or to be used in any later consideration of the Court's reasons.