



ADGM COURTS
محاكم سوق أبوظبي العالمي



In the name of
His Highness Sheikh Mohamed bin Zayed Al Nahyan
President of the United Arab Emirates/ Ruler of the Emirate of Abu Dhabi

**COURT OF FIRST INSTANCE
COMMERCIAL AND CIVIL DIVISION
BETWEEN**

DARIO ECHEVERRY CAMPOS
First Claimant

A.L.L ALTERED LABS LICENSING LIMITED
Second Claimant

and

RICHARD MILTON PARISH
First Defendant

VINCENT ROY GORDON¹
Second Defendant

VOLTAGE ENTERPRISES LIMITED
Third Defendant

BRAND ROCKET LIMITED²
Fourth Defendant

AQUARIUS GLOBAL LIMITED
Fifth Defendant

KINETIC7 TECHNOLOGIES LIMITED
Sixth Defendant

JUDGMENT OF JUSTICE WILLIAM STONE SBS KC

¹ By Order dated 28 December 2023, the Claim was struck out as against the Second Defendant.

² By Order dated 28 December 2023, the Claim was struck out as against the Fourth Defendant.



Neutral Citation:	[2024] ADGMCFI 0014
Before:	Justice William Stone SBS KC
Decision Date:	30 October 2024
Decision:	<ol style="list-style-type: none"> 1. The Claim be dismissed. 2. The Defendants' Counterclaim succeeds to the extent that the First Claimant is to pay the First Defendant the sum of AED 8,423,364 (the "Judgment Sum"). 3. The First Claimant shall pay the First Defendant simple interest on the Judgment Sum at the rate of 5% per annum, such interest to accrue from the date of Judgment until payment. 4. There is to be an Order <i>nisi</i> that the costs of and incidental to the Claim and the Counterclaim be to the Defendants, such costs to be summarily assessed if not agreed, such order to become absolute in the absence of any application to vary the terms of this paragraph 4 filed by 4.00 pm on 13 November 2024. 5. Liberty to apply to vary the terms of the costs Order <i>nisi</i>.
Hearing Date(s):	16, 17, 18, 19, 20 September, 10 October 2024
Date of Orders:	30 October 2024
Catchwords:	Termination of joint venture agreement. Fraudulent misrepresentation. Protection of intellectual property. Registration of patents. Duress/ Lawful act duress.
Cases Cited:	<i>BV Nederlandse Industrie Van Eiprodukten v Rembrandt Enterprises Inc</i> [2019] 2 All ER (Comm) 501
Case Number:	ADGMCFI-2023-132
Parties and representation:	<p>For the Claimants:</p> <p>Mr. Robert Whitehead, Hamdan Al Shamsi Law Firm, instructed by Khalid Atiq Almarri Advocates</p> <p>For the Defendants:</p> <p>Mr. Quentin Tannock of 4 Pump Court Chambers, instructed by Holman Fenwick Willan MEA LLP</p>



JUDGMENT

This Case

1. This is a commercial dispute between erstwhile business partners.
2. The First Claimant, Mr. Campos, is a scientist of South American extraction holding a Colombian passport, and is resident in Abu Dhabi. The First Defendant, Mr. Parish, an Australian, is an entrepreneur also resident in Abu Dhabi. Together they had formed and signed a Joint Venture Agreement dated 14 April 2021 (the “**JVA**”) governed by ADGM law, which was a 50:50 partnership between the Third Defendant, Voltage Enterprises Ltd (“**Voltage Enterprises**”) which was Mr. Parish’s company, and the Second Claimant, A.L.L. Altered Labs Licensing Limited (“**Altered Labs**”) which was Mr. Campos’ corporate vehicle: it is this joint enterprise which is alleged by the Defendants to have come to an abrupt end after an acrimonious meeting between the two men on 4 August 2022.
3. The present case represents the aftermath of that 4 August 2022 meeting: allegations of misrepresentation and dishonesty now are made on both sides, and there is a dispute about what transpired at that meeting, in particular as to whether Mr. Campos surrendered his 50% shareholding in the JVA under duress.
4. The Claimants seek a range of remedies, including “*unquantified damages*”, both in contract and equity, specific performance and injunctive relief. The Defendants counterclaim for damages.
5. The Second Defendant, Mr. Vincent Gordon, who was and remains the personal lawyer of Mr. Parish, and the Fourth Defendant, Brand Rocket Limited, were each struck from this action by Order of this Court dated 28 December 2023.
6. The Fifth Defendant, Aquarius Global Limited (“**Aquarius**”) is the holding company for Mr. Parish’s business affairs, whilst the Sixth Defendant, Kinetic7 Technologies Limited (“**Kinetic7 Technologies**”) is a corporate vehicle established by Mr. Parish subsequent to the ending of the joint endeavour with Mr. Campos: it is named to this suit as a result of the allegation by Mr. Campos that in its commercial activities, Kinetic7 Technologies is wrongfully utilising his proprietary technology.

The Background Facts

7. This case is detailed, and variously engages issues concerning patents, water treatment technology and gas technology said to enable heating and cooking solutions; however the primary background facts are in relatively short compass, and in significant part are undisputed.
8. Mr. Parish first encountered Mr. Campos at a lunchtime presentation in Dubai at which Mr. Campos was guest speaker who was seeking investment in his inventions. As part of his presentation, Mr. Campos showcased a blue box labelled “**HYDROGAS**” (the “**Blue Box**”), which was said to implement technology he had developed and which could act as a generator that could be used to produce potable water with a pH of 9.5, which was well into the alkaline range (wherein 7 represents a neutral reading at the midpoint between acidity and alkalinity). Water with a higher pH level is regarded as beneficial to health as it is thought to neutralise acid in the bloodstream and to boost immunity levels.
9. Mr. Parish, on the lookout for investment opportunity, was intrigued with what he heard, and subsequently met with Mr. Campos to discuss what became known as the “*Angel Water*” project (the “**Angel Water Project**”), the aim of which was to produce, market and bottle potable pH water with a pH of 9.5 (“**Angel Water**”) for commercial resale.
10. Consequent upon such discussions, the two men established a joint venture enshrined in the JVA, which joint venture was owned on a 50:50 basis by the participants Voltage Enterprises and Altered Labs. In broad terms, Voltage Enterprises (as the “*Managing Member*” under the JVA) was to administer the various commercial ventures to be embarked upon, with relevant technical input and advice being provided by Altered Labs (as the “*Technology Member*” under the JVA) (the “**Joint Venture**”).



11. The Joint Venture was formed initially with the specific aim of marketing and commercialising Angel Water, and prior to the differences which arose between Messrs Parish and Campos, the concept was that as different commercial products were to be developed and come onstream, each would be the subject of a separate corporate vehicle in the form of a *“special purpose holding company”* in order to administer and market the technology in question.
12. This was to be the start of not insignificant investments by Mr. Parish via his holding company, Aquarius, into Voltage Enterprises and the Angel Water Project, and was to lead to work on a number of other projects with Mr. Campos, including consideration of investment into Novel Technologies Holding Limited (“NTH”), a company recommended by Mr. Campos, and also in Fire Suppression Services Limited (“FSS”), a fire suppression technology company: claims regarding investment in each of these latter companies initially were made in this litigation, but are not now pursued.
13. In the event, the present case has concentrated upon the Angel Water Project, and to a lesser extent, upon a cooking technology project which had sought to employ “HYDROGAS” technology akin to that developed for Angel Water, although in the cooking instance, the gas produced was to be burned and not used to induce alkalinity in water.
14. The production of Angel Water, the alkaline-infused potable water thought to confer health-giving properties, has occupied the bulk of the evidence in this case, and its production process and the chemistry involved therein has been the subject of extended debate.
15. In basic outline, the process depends upon electrolysing ordinary water into its constituent elements, with the resultant hydrogen-based gas – the so-called “HYDROGAS” – then being introduced into water to which a compound termed “RLS” (reformed liquid silicate) (“RLS”) has been added, thereby raising the alkaline level of the resulting solution.
16. So far as Mr. Parish was concerned, an essential element which governed his decision to invest in the product was that this was a fully patent protected process via use of the Blue Box, claimed by Mr. Campos to have been invented by him and purpose-built for him: this Blue Box produced what was termed “HYDROGAS”, and it was also claimed that production of Angel Water was capable of stable, large-scale production. Events subsequently occurred to shake this belief on Mr. Parish’s part, and were to result in the fracturing of his relationship with Mr. Campos: in turn, this has led to this litigation, in which each side accuses the other of deception and bad faith.
17. Perhaps the initial cloud on the investment horizon occurred when an employee of Mr. Parish, Ms. Jensen-Landeros, who had been hired by Mr. Parish specifically to conduct the marketing and advertising of Angel Water, was invited to visit what she understood to be Mr. Campos’ warehouse in Masdar City, Abu Dhabi for a demonstration of the Blue Box: she made this visit on 26 April 2022 together with Mr. Gordon and other associates of Mr. Parish.
18. This visit, described by Ms. Jensen-Landeros as involving little more than watching employees pour what was said to have been treated water into bottles, alarmed the visitors, given what was described in evidence as an *“unhygienic, completely disorganised and completely unprofessional”* environment, whilst Mr. Gordon stated that the place was not the industrial laboratory he had been anticipating but that *“the warehouse generally was dirty and in disrepair”*: the upshot of this visit was that it sowed seeds of doubt in the minds of those who had attended.
19. In addition, by around May 2022, concerns were being raised by a third party initially contracted to produce Angel Water, National Food Products Company (“NFPC”), that the production process involving the “HYDROGAS” generation was unstable and did not and could not consistently produce a level of pH 9.5 water, thereby rendering the end product unusable for retail sale.
20. These factors contributed to the increasing unease that Ms. Jensen-Landeros had begun to feel, as she had started to suspect the validity of the technology that Mr. Campos had represented that he had invented and patented. Accordingly, she had asked him, unsuccessfully, for drawings of his Blue Box, in addition to requesting the Aquarius in-house counsel to obtain details in respect of the patents which Mr. Campos had said that he had obtained. In the event, she was unable to obtain the clarifications she had



sought from Mr. Campos, and in particular was extremely surprised to be informed by Mr. Campos himself that no such patent was in existence, a response fundamentally contrary to her earlier understanding.

21. The final straw appears to have been the discovery, via the assistance of a friend (and latterly colleague), Mr. Narsavidze, that the claim which had been made by Mr. Campos that he had invented and manufactured the Blue Box appeared to be totally false.
22. Mr. Narsavidze, then merely a friend of Ms. Jensen-Landeros, had been shown the Blue Box in question at a meeting he had been invited to attend at the Aquarius offices in July 2022 at which it had been explained to him by Ms. Jensen-Landeros that this device, said to be customised, produced a gas that was not HHO gas, *“but similar”*; Mr. Narsavidze had commented that he thought that this was merely a standard electrolysis device, and had simply *“googled”* the manufacturer’s model number, immediately locating on eBay a listing for precisely the same device, which was an inexpensive acrylic polishing machine. At the same meeting Mr. Narsavidze was also shown an apparent patent application entitled *“Reducing Conditions”* which, as someone familiar with patent documentation he regarded as *“extremely broad and confused”*.
23. Ms. Jensen-Landeros, whose evidence I accept, subsequently arranged a meeting with Mr. Narsavidze in July 2022 at the offices of Aquarius, and concluded that Mr. Campos’ Blue Box was far from a custom-built device, but to the contrary was exactly the same as the device as was advertised on eBay, save with a *“HYDROGAS”* label stuck on the side of it.
24. She informed Mr. Campos of what she had discovered, and was invited to a demonstration at the warehouse in Masdar City; however, her conclusion after this event was that there was nothing unique about the Blue Box, and that it was, in her view, *“a complete fake”*. She subsequently purchased a similar box on the internet, which was delivered in late August 2022, and after asking Mr. Narsavidze to inspect it, had concluded that it was exactly the same box as Mr. Campos had claimed to have invented minus the *“HYDROGAS”* sticker: in fact, the sticker appeared to be the only part of the apparatus that was custom-designed.
25. Mr. Parish (who had been abroad at the time of his colleagues’ warehouse visit, and who was informed of these developments by Ms. Jensen-Landeros on his return), did not respond favourably to this news: by this stage he had invested a considerable sum of money in the Angel Water Project, and already was embarking upon further investment in a project he viewed with even greater interest: this was the development of a cooking device, under the name *“Kinetic 7”*, which at that stage had aimed to utilise the ignition of the gas generated via the Blue Box.
26. In the event, Mr. Parish came to the conclusion that Mr. Campos was *“a complete fraud”*, and instructed his lawyer, Mr. Gordon, to draw up papers to terminate his relationship with Mr. Campos, which included that of recovering shares held by Mr. Campos pursuant to the JVA.
27. A face-to-face meeting was arranged with Mr. Campos on 4 August 2022 (the **“4 August Meeting”**) at the offices of Aquarius. It is common ground that at this meeting Mr. Parish showed Mr. Campos a print-out of the Blue Box device which had been located for sale on the internet, and told him that their business relationship was over.
28. At this same meeting Mr. Campos agreed to resign from the board of Voltage Enterprises and to return to Mr. Parish the shares held by Altered Labs in Voltage Enterprises, and had signed documents to this effect (together with like documents relating to his interest in another company, FSS).
29. However, Mr. Campos maintains that the apparent consent in doing as he did at the 4 August Meeting was vitiated by duress on the part of Mr. Parish: the Claim reflects this position and in common with other disputed matters, will require specific findings of fact.
30. Having purported to divest himself of the commercial relationship with Mr. Campos, Mr. Parish then turned his attention to the commercial possibilities in developing a Kinetic7 Portable Stove, which he did after formally engaging Mr. Narsavidze to develop it, a course which Mr. Campos seeks to impugn in this



litigation, seeking injunctive relief to prevent the use of that which he considers to be the theft of his proprietary technology.

31. Against this background, this Claim was issued by Mr. Campos on 5 September 2023, some 13 months after the 4 August Meeting which, for Mr. Parish at least, had marked the termination of their commercial collaboration.

Witness Evidence

32. For the Claimant, the only *viva voce* witness of fact was Mr. Campos himself.
33. For the Defendants, a total of four factual witnesses gave evidence: Mr. Parish, Mr. Gordon, Ms. Jensen-Landeros and Mr. Narsavidze.
34. There was also expert evidence on the twin issues of patents and water technologies.
35. On patents, Mr. Philip Biggs gave evidence for the Claimants and Mr. Paul Muscat did likewise for the Defendants; on the issue of water technologies Mr. Nigel Brock was called for the Claimants, and Mr. Muscat gave evidence on behalf of the Defendants.

The Principal Issues

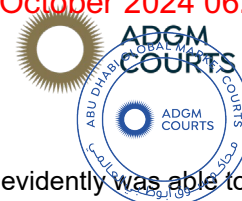
36. Despite the profusion of detail, the respective cases raised depend on the determination of specific factual issues:

A. Misrepresentation

37. The primary case of the Defendants is in misrepresentation, either fraudulent or reckless, the case being that such misrepresentation had induced entry by Mr. Parish, via Voltage Enterprises, into the subsequent JVA.
38. The operative misrepresentations of Mr. Campos are said to be various, but all are part and parcel of the primary assertion by Mr. Campos that he was the inventor and patent holder of the Blue Box. In his final submission, Mr. Tannock, who appeared for the Defendants, listed misrepresentations upon which he relied: (i) first, that Mr. Campos represented that he was the inventor and, via his company, Altered Labs, the developer of the Blue Box which had been expensively custom-built abroad; (ii) second, that this Blue Box technology produced a special gas, “HYDROGAS”, which would burn or would produce a pH change in water; (iii) third, that this was fully patented technology; and (iv) fourth, that this novel and valuable technology was capable of commercial production of Angel Water with a consistent pH level of 9.5.
39. Mr. Tannock submitted that each of these misrepresentations were untrue and were made fraudulently, alternatively recklessly, and that as a matter of fact they clearly had induced Mr. Parish to enter into the Joint Venture. He cited the decision in *BV Nederlandse Industrie Van Eiprodukten v Rembrandt Enterprises Inc* [2019] 2 All ER (Comm) 501 for the proposition that in circumstances wherein, as here, Mr. Parish was looking to secure a “*strategic partner*”, a strong evidential presumption arises that he would have been induced by the fraudulent misrepresentations to enter into the JVA, and that this presumption had not been rebutted by Mr. Campos.
40. On the patent issue, Mr. Parish and Ms. Jensen-Landeros gave evidence that during their discussions with Mr. Campos, he invariably had referred to the process as his “*patented technology*” and that Altered Labs was “*a patent-owning company*”.
41. Mr. Campos takes issue with this: no doubt he recognised that, as the patent experts in this case agreed, there were no relevant granted patents and that there certainly were no granted patents within the JVA territory, which was the UAE, and at trial he steadfastly maintained that in discussion he always made it abundantly clear that he had a “*patent pending*” application: he goes so far as to say that Ms. Jensen-Landeros had the “*inability to differentiate between patent-pending and patented*”.



42. I have little hesitation in rejecting this view and in accepting the evidence of Mr. Parish and Ms. Jensen-Landeros, and find as a fact that Mr. Campos consistently represented that he had a patent in place and that this technology could be used to produce Angel Water on a commercial scale, and that these representations caused Mr. Parish to invest and to establish the Joint Venture.
43. Mr. Campos said in a witness statement dated 11 June 2024 that he had informed Mr. Parish that he was willing to create *“a new custom patent for the production of Angel Water which was tailored and more suitable for the geographical, technical and health requirements within the UAE”*; I am sceptical that this was said, and it seems to me probable that this evidence was advanced in an attempt to deflect the hard truth that at the time there was no relevant patent in place, as had initially been represented.
44. I further find that Mr. Campos misrepresented to Mr. Parish that the Blue Box was his own custom-built scientific invention which could produce the special *“HYDROGAS”*, and that this was part of the allure which convinced Mr. Parish to invest both in Mr. Campos’ story and in the resultant product. It was Mr. Narsavidze, whose evidence I also accept, who was to discover by means of a simple Google search that the apparently magical Blue Box was no more than a basic electrolysis device advertised as an acrylic polishing machine and was freely (and cheaply) available for purchase online on eBay.
45. Mr. Campos appears to have rowed back from his initial claim that the Blue Box was his own invention, a proposition that was maintained in this case as late as his witness statement of 11 June 2024 when he said the Blue Box demonstrated was a *“prototype”* and the claim of it being an acrylic polishing machine was *“offensive and incorrect”*. However, in evidence at trial, Mr. Campos said that: (i) he never claimed to have invented the Blue Box but that: *“[t]hey are acrylic polishing machines... That’s not the key. The key of my patent is the activator and the process and the combination with the reformed liquid silica that I also own...”*; and *“the Blue Box is not the technology itself but acts as a component to my technology which is an intangible method”*; and further (ii) it is his specific formula for the activator, the amount, and quality of activator which is *“a trade secret”*, albeit he appears not to have told anyone, least of all this Court, what that trade secret actually is.
46. I also accept the Claimants’ contention that Mr. Campos represented that his technology had the ability to provide consistency of industrial production in terms of pH 9.5 water: perhaps he had in mind a product he says is being produced in the United States under the style of *“Jove Water”*, although notwithstanding his frequent reference to that product, no evidence has been led as to its constituent elements nor as to its means of production, so the Court is left none the wiser.
47. In the production context, Ms. Jensen-Landeros has detailed two attempts to produce Angel Water, each of which was a failure: (i) first with NFPC, which was unsuccessful, this company informing Ms. Jensen-Landeros that because it did not prove possible to obtain a consistent pH 9.5 level, and that as the technology was not registered or approved in the UAE they could not manufacture the product; and (ii) second, with a company known as Emirates Refreshments PSC (**“Emirates Refreshments”**) (of which Mr. Campos claims to part-owner with a local Sheikh, albeit, as Mr. Tannock points out, this is a locally listed company), but once more it did not prove possible to produce water with a consistent pH reading. As Mr. Parish was to state in cross-examination, this resulted in the rejection of some 100,000 bottles of currently unsalable water now in storage because of failure to meet specification. Mr. Campos complains that this occurred only because he was not properly permitted to set up or supervise the manufacturing process at Emirates Refreshments (in itself an odd assertion, in light of his part-ownership claim) but putting that to one side, the requirement for his personal attention to the manufacturing process seems to me to emphasise the unsuitability of his patented process for mass production.
48. Accordingly, on the evidence before the Court, I do not find that Mr. Campos was the inventor of *“ground-breaking technology”*, as he had claimed, and in terms of the misrepresentations, which I find to have been made by Mr. Campos notwithstanding his denials, the issue arises as to whether these misrepresentations were made fraudulently, as Mr. Tannock suggests, or alternatively recklessly.
49. Mr. Campos struck the Court as a man with an effusive and often charming manner who is far from reticent as to his perceived achievements and scientific expertise (albeit the extent of his scientific training is unclear), and whose self-regard is at times reflected in hyperbole and exaggeration: from the way in which he presented in the witness box, I can quite see that he must be an excellent salesman and self-

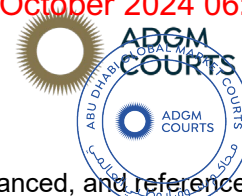


promoter, as indeed has been amply demonstrated in this case, since Mr. Campos evidently was able to persuade the hard-nosed Mr. Parish to invest significant sums in his inventions after taking his claims at face-value, and more surprising, without the due diligence Mr. Parish would exercise prior to investing in business ventures.

50. The Court's view is that the manner in which Mr. Campos conducted himself led him to make extravagant claims, which, when he made them, he must have known to be objectively untrue. In my view this was all part of his fluent sales patter, and the representations he made to Mr. Parish must as a matter of law be categorised as fraudulent, or at the very least as highly reckless.
51. The Court has no hesitation in rejecting repeated assertions on the part of Mr. Campos that the failures which occurred in the projects were not due to any misrepresentations on his part but were due to the Defendants' lack of support and funding; nor do I accept Mr. Campos' complaint about the ability and understanding of Ms. Jensen-Landeros, who had been hired as the marketing and advertising executive responsible for the Angel Water Project, and who was his main contact point within the Joint Venture, when he suggested in evidence that *"the projects simply cannot materialise due to the direct consequence of the Defendants' mismanagement and lack of adequate funding to cover exclusivity fees, operational fees and such"*.
52. In light of what transpired, the assertion as to lack of adequate funding strikes me as rich in light of the considerable amounts of money Mr. Parish poured into the Angel Water Project (and other projects with Mr. Campos) before being confronted with objective facts which caused him abruptly to reverse course and to pull the financial plug.
53. The Defendants' case in fraudulent misrepresentation is established, and I so hold.
54. Mr. Tannock also maintains an alternative cause of action in breach of contract: he puts this on the basis of breach of express or implied term of the JVA, the implied term in that agreement being that the technology supplied by Mr. Campos (on behalf of Altered Labs) must be fit for purpose, namely the production on a commercial basis of Angel Water with a consistent alkaline level: plainly this was not the case on the facts, and accordingly, whilst contractual breach sounds in damages, such damages must be within the reasonable contemplation of the parties, as opposed to the tortious cause of action in misrepresentation which in principle permits recovery of actual loss arising.
55. Given the view the Court has taken on the misrepresentation issue, it is unnecessary to take this further, although so far as may be necessary on the facts, the Court accepts this alternative cause of action, albeit in this instance the contracting parties to the JVA are Voltage Enterprises and Altered Labs.

B. Duress

56. The 4 August Meeting between Mr. Parish and Mr. Campos has assumed considerable profile in this case.
57. Mr. Gordon, who gave evidence and whose evidence I accept, said that in advance of the 4 August Meeting, he had been informed by Mr. Parish that he had lost faith in Mr. Campos and intended to terminate his business relationship with him, and that he had discussed what was involved in this decision with Mr. Gordon.
58. The upshot was that Mr. Gordon drafted a letter dated 4 August 2022 on Holman Fenwick & Willan ("HFW") letterhead which was dispatched to Mr. Campos and was delivered personally to his hotel residence subsequent to the 4 August Meeting: this letter bears the legend *"without prejudice"* but since it is included in the trial bundle and no objection has been taken, I assume that privilege has been waived.
59. In this letter, a variety of complaints are asserted, primarily that neither Mr. Campos nor Altered Labs hold any registered intellectual property in the technologies the subject of the JVA and that *"the whole basis upon which you convinced our client to work with you is intellectual property for which you have no recognised ownership"* and asserts that the technologies licensed to Mr. Parish through Voltage Enterprises *"hold little or no unique or patentable value"* and that the technologies are effectively *"open-*



source" with no "secret sauce". Allegations of fraudulent misrepresentation are advanced, and reference is made to other investments, in particular, in developing the "Kinetic 7" cooking device, with the allegation that Mr. Campos had refused to extend the JVA for use with that product. The letter concludes with an offer of settlement including payment of USD 2,450,000 *"being the amount that [Mr. Parish] has paid out in relation to the Angel Water business and the establishment of the Voltage business"*.

60. This letter repeated in substance a good deal of that which was to pass between Mr. Parish and Mr. Campos at the 4 August Meeting. Prior to this meeting, Mr. Parish and Mr. Gordon had determined that Mr. Campos would be required to resign from two companies, namely Voltage Enterprises and FSS, and that he would also be required to transfer his shares in the two companies to Mr. Parish: accordingly Mr. Gordon had prepared the relevant documents for signature in each case, these being respectively a share transfer, a director's resignation, and board resolutions of the respective companies.
61. The meeting itself was scheduled on the afternoon of 4 August 2022 at the offices of Aquarius: Mr. Gordon says that he, Mr. Parish and Ms. Jensen-Landeros arrived at about 12.30pm and that Mr. Campos arrived at 1.00pm.
62. When Mr. Campos entered the room, which was part of Mr Parish's office at the Aquarius premises, he sat down and announced at the outset that he was not recording the meeting, and that he did not want any lawyers present during his meeting with Mr. Parish: accordingly he asked Mr. Gordon and Ms. Jensen-Landeros to leave the room, with which request they complied, and they went to sit in an adjacent waiting area outside the glass-walled meeting room.
63. The evidence of Mr. Gordon and Ms. Jensen-Landeros was that whilst waiting, they could see the participants inside the room, but heard no particular noise or any disturbance coming from within the room.
64. Mr. Gordon says that it was about 15 minutes later when he and Ms. Jensen-Landeros were asked to rejoin the meeting, whereupon Mr. Parish informed them that Mr. Campos had agreed to sign the documents which had been prepared in advance, and asked Mr. Gordon to assist Mr. Campos. Mr. Gordon's evidence is that he began to explain the documents and their purpose to Mr. Campos, but that Mr. Campos said that this was not necessary and that he would sign the documents.
65. Mr. Gordon states that he was a little surprised that Mr. Campos did not appear to want to review the documents and that he was prepared to sign them on the spot as opposed to taking them away for review, but nevertheless that he seemed calm and collected, and duly signed, and then left the meeting.
66. It is common ground that the documents as were signed by Mr. Campos were letters of resignation dated 4 August 2022 to the respective boards of Voltage Enterprises and FSS, instruments of share transfer whereby Mr. Campos (individually in the case of FSS and on behalf of Altered Labs in the case of Voltage Enterprises) transferred his 500 shares in each of these companies to Mr. Parish, and board resolutions of like date of each company accepting the resignation of Mr. Campos and the share transfers in question: all these documents bear the signatures of Mr. Parish, Mr. Campos, and of Mr. Gordon, who in each instance witnessed their execution.
67. The letters of resignation from the two companies bear the acknowledgment on the part of Mr. Campos that he has no claim or right of action of any kind for compensation or otherwise against any of the company's officers or employees in respect of his resignation and that *"to the extent that any such claims exist or may exist, I irrevocably waive such claim and release the Company, and the Company's officers or employees, from any liability in respect thereof"*.
68. Mr. Gordon and Ms. Jensen-Landeros each say that they saw no outward sign suggesting that Mr. Campos was acting under duress nor that he appeared disturbed, nor any threatening behaviour from Mr. Parish toward Mr. Campos, and Ms. Jensen-Landeros expresses the view that in the final analysis *"Mr. Campos knew that the game was up and that he had extracted as much as he could from these projects from Mr. Parish, and that it was time to go"*.



69. The duress allegation as advanced by Mr. Campos at trial thus focuses upon the 15-minute period during which Mr. Campos and Mr. Parish were alone together inside the meeting room.
70. Mr. Campos says that he found himself in a “*coercive environment*” which compelled him to sign the documents against his will as a result of “*the implied threats and intimidating situation orchestrated by Mr. Parish*”. He says he was “*violently threatened and verbally abused*” and was concerned for his physical safety, that as he said in cross-examination, he was “*afraid for [his] life*” and that he was “*genuinely afraid of Mr. Parish and his threats to take me to jail*”.
71. Mr. Campos accepts that he did ask Mr. Gordon and Ms. Jensen-Landeros to leave the room in order to have a private conversation with Mr. Parish on what he said was “*a sensitive matter*”, that he hoped initially that this was all a “*misunderstanding*”, and that he did indeed state that he was not recording the meeting in order to “*let Mr. Parish know that he can speak freely*”.
72. Mr. Campos accepts that the situation deteriorated and that he did raise his voice when he was shown a print-out of the HHO gas device from eBay, and that although he was being verbally abused by Mr. Parish he had tried to explain that he was not a fraud, at which point he said that he grew “*afraid and weary*”; he also stated that Mr. Parish had said that if he did not sign the documents he would ensure that he would “*get thrown in jail by the police waiting downstairs*”. He confirmed that Mr. Gordon did attempt to explain the documents and that he stopped him doing so, but that he signed because he was “*one million percent frightened*” and that he had acted “*out of fear, afraid of the consequences and of Mr. Parish’s aggressive nature and angry mood*”.
73. In short, his case on this major issue was that he had “*no choice*” but to sign documents which he “*didn’t even know what they [were] at that point*”, that he was fearful of the consequences if he didn’t sign, and that his main objective was to leave the premises as soon as possible. In his witness statement filed on 12 July 2024, Mr. Campos stated:

“It is true that I didn’t raise any objections as my main focus was my safety and my priority was leaving the premises before I was physically attacked or arrested by the police. I had unknowingly and without my true consent resigned from the boards and returned my shares in Voltage [Enterprises] and FSS in exchange for nothing and without the presence of my lawyer to act as a witness on my behalf”.

74. Mr. Parish does not agree with this version of events. He accepts that at this meeting he was angry since he “*had spent millions on various ventures because of [Mr. Campos’] false representations*”, and that it was Mr. Campos who had requested Mr. Gordon and Ms. Jensen-Landeros to leave the room. He had found Mr. Campos’ statement that he was not recording the meeting to be strange, but had accorded to the request that his two colleagues should leave the room to enable him to talk with Mr. Campos alone. He says that Mr. Campos began the meeting by telling him that he had other investors interested in the Angel Water Project, including a member of the ruling royal family, but that Mr. Campos had “*lost steam*” when he was shown a print-out of the HHO gas device from eBay.
75. Mr. Parish says that he explained to Mr. Campos that he would not be continuing any form of business relationship with him, and that he told him to sign the documents, resign from the boards and return the shares in FSS and Voltage Enterprises to him. Mr. Parish maintains that he did not raise any objections, and that he then asked Mr. Gordon to return to the room to assist with the signing process. He says that when Mr. Gordon came back into the room he asked Mr. Campos if he needed to be taken through the documents and have them explained to him, but that Mr. Campos insisted he did not need any further assistance, and had signed the documents.
76. Mr. Parish denies as “*absolutely not true*” the allegation that he physically threatened Mr. Campos in any way, and says that although he had said to Mr. Campos that the police were waiting downstairs, this was not correct and that there were no police there, although the next day he had told Mr. Gordon to file a complaint with the Abu Dhabi CID to investigate what he regarded as a fraud: the evidence from Mr. Campos in cross-examination is that after the 4 August Meeting he was subsequently contacted by the police and asked to go for an interview in the police station, at which he duly attended and was kept for some hours before being allowed to leave.



77. At the end of the day, the issue as to what occurred in that 15-minute period is one of credibility of the two principals, Mr. Parish and Mr. Campos, and without more it is always a problematic task to come down on one side or the other. I find Mr. Campos' account of events confused and at times contradictory, and his case is not assisted by saying in cross-examination that his memory of the meeting has become "*completely erased*".
78. Suffice to say that I prefer the account of events as given by Mr. Parish, and I reject as far-fetched the allegations of imminent physical violence against his person of which Mr. Campos has complained: there is no credible evidence that he was, as he suggested in his evidence, "*terrified*" and "*genuinely afraid of Mr. Parish*" and that he had no option but to sign in panic before fleeing the building, which was the impression he sought to convey.
79. It is not evident why the reference to the police by Mr. Parish should have struck such fear into Mr. Campos, or why this should have been sufficient to deprive him of the exercise of his free will: Mr. Parish made no secret of the fact that he was annoyed and frustrated at the situation, and had taken the view that he had a legitimate complaint of fraud against Mr. Campos, so that it would have been lawful to go to the police, as indeed subsequently occurred. Mr. Tannock submits, and I accept, that if there was any element of duress, which he refuted, then this would come under the category of 'lawful act duress', wherein the appropriate focus is on the nature of the demand, in this instance, the lawful and justified demand for the return of the shares in FSS and Voltage Enterprises.
80. Neither did Mr. Gordon nor Ms. Jensen-Landeros appear to have had any inkling of physical or mental intimidation of Mr. Campos. I have no doubt that Mr. Parish, who strikes me as a robust and no-nonsense Australian, but not the "physical oppressor" of Mr. Campos' characterisation, undoubtedly was angry and annoyed at what had transpired, and obviously considered he had been duped, and embarrassingly so, by someone he had come to regard not only as a business associate but as a friend, so to an extent there must have been a significant loss of face on his part. However, looking at the matter in the round I reject Mr. Campos' suggestion that he had no choice but to sign and escape from the office: he may well have wished to depart quickly because of personal embarrassment, but that is far from an unlawful duress situation whereby his free will was vitiated.
81. Nor do I accept the contention of Mr. Campos that he had signed these papers without knowing their content: that strikes me as absurd. There is no evidence that there was anything to prevent Mr. Campos from taking the papers away before signing and obtaining his own legal advice: he simply chose not to do so.
82. A more probable explanation, it seems to me, lies in Ms. Jensen-Landeros's suggestion that Mr. Campos had realised that the game was up and that it was time to go. Mr. Campos has said a good deal about how fearful he was of Mr. Parish, which makes it the more curious that he should have chosen to have spent a crucial fifteen minutes alone with the man who he says caused him such apprehension, and even odder that if, as he says, he was (and remains) in physical fear of his life at the hands of Mr. Parish, that Mr. Campos has seen fit to embark upon this extended, at times bitter (and certainly expensive) litigation against him. Viewed in the round, the story as now presented in evidence by Mr. Campos smacks rather of post-facto reflection, possibly after learning about the ramifications of having signed these documents.
83. However, that is speculation, and at the end of the day perhaps does not much matter. The short point is that having signed these papers, and having had them formally witnessed, all is legally presumed to be in order ("*omnia praesumuntur rite esse acta*") and Mr. Campos must assume the legal and evidential burden of establishing that his apparent consent was vitiated by unlawful duress, physical or mental: on the evidence the Court has formed the firm view that he has failed to clear this bar and that he has failed to discharge this burden.
84. Accordingly, the case proceeds on the basis that by Mr. Campos so signing, and thereby divesting himself of his directorships and shareholdings, that this was done consensually, and I find that it is not now open to him to resile from the legal consequences of his actions.

C. The Joint Venture



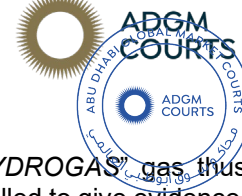
85. One of the oddities of this case lies in the starkly differing views by each side regarding the continued existence of the JVA.
86. The Defendants say that the JVA was dissolved at the 4 August Meeting.
87. To the contrary, the claim now pursued at this trial on behalf of Mr. Campos is founded, in substantial part, on the proposition that pending Judgment herein, and notwithstanding the events of 4 August 2022, the JVA nevertheless remains extant and alive: the Claimants' pleaded Claim pursues, *inter alia*, specific performance of the JVA and calculations of loss are proffered up to and including November 2024, and thereafter until payment.
88. The contention that the JVA survived the events of August 2022 is misguided and plainly hopeless: the Court finds that that the JVA was dissolved at latest on 4 August 2022, when Mr. Campos signed the documents resigning from the Voltage Enterprises board and returning his Voltage Enterprises shares to Mr. Parish.
89. Mr. Whitehead, who appeared for the Claimants, did not have the easiest case to argue, and he complained that the JVA was not legitimately dissolved in accordance with the provisions of Section 8 of the JVA. But it is difficult to see merit in this contention: section 8.1(c) provides for dissolution in terms of "[a]ny other event that would cause the dissolution of the JV under Applicable Law", and it is perfectly reasonable to construe "any other event" as sufficient to encompass fraudulent misrepresentation on the part of the principal/ owner of one of the corporate contracting parties. Mr. Parish was entitled to regard Mr. Campos' misrepresentations as amounting to a repudiatory breach of their agreement, which was accepted, thereby terminating the JVA.
90. Nor, as a matter of general principle, is the equitable remedy of specific performance applicable to a situation in which one party has made it clear that it is impossible to work in partnership with the other, as was made plain at the 4 August Meeting together with the HFW letter of like date; any dispute as to the validity of such action and any remedy as might arise sounds in damages.

D. "HYDROGAS"

91. A great deal has been said in evidence about the technology created by Mr. Campos, who has vaunted his "*unique and valuable patented technology*" but has not condescended to detail about the precise working of the process, and in particular the composition of "HYDROGAS": notwithstanding his partnership with Mr. Parish in the JVA, and the fact that Altered Labs was the "*Technology Member*" under the JVA, Mr. Campos maintained throughout that:

"I was not willing and will never be willing to provide specific and technical information about this technology whilst the exclusivity fees [under the JVA] were not paid. It is unjust for the Defendants to expect me to provide the trade secrets and technical know-how surrounding my technology in exchange for nothing"

92. On the evidence before the Court, the process to create Angel Water required the splitting of water into its component parts: HHO, which was achieved by passing an electric current through water to which an appropriate electrolyte such as sodium hydroxide had been added, with the resultant gas then being used to infuse water treated with RLS, a process which increased the alkalinity level of the water, and with the specific pH 9.5 level being achieved by adjustments to the respective volumes of the subject water, the RLS additive, and the gas applied to the solution.
93. Expressed thus, this does not present as a procedure of startling (or, it seems to me, particularly innovative) scientific complexity: in evidence Mr. Parish said, remarkably, that he even had a Blue Box installed his kitchen, and that when the two men were on good terms, Mr. Campos had visited him and shown him how to infuse his drinking water so that it was alkaline-positive and could be used by his family.



94. A central issue in this case is the identity and composition of the infusing “HYDROGAS” gas thus produced: this has been the subject of discussion between the experts who were called to give evidence, for the Claimants, Mr. Brock, and for the Defendants, Mr. Muscat.
95. The evidence of Mr. Brock, a mining engineer in the oil and gas industry, did not get off to a promising start: he began by lauding Mr. Campos’ technology as “*world-changing*” and at the outset of cross-examination revealed that he had a shared commercial interest with Mr. Campos and Altered Labs.
96. It appears not to have been appreciated that expert witnesses must not only be, but perceived to be, independent, and are called to educate the Court in or about an area the Court otherwise would know little about, and thus the fact that Mr. Brock was a commercial partner of Mr. Campos – and said that he regularly received RLS as a gift from him – served immediately to cloud any perception of independent evaluative evidence, or that he had approached this case with an open mind.
97. Accordingly, the Court gives little weight to his varying and (as his evidence progressed) increasingly complex observations which had not been included in his prepared report, which appeared to proceed on the basis that the water electrolysed in the Blue Box did not simply produce two parts hydrogen and one part oxygen, but was turned into special “HYDROGAS”, which, it was suggested, was a gas surrounded by “*hydrated electrons*”, and was said to be water vapour (which, as Mr Tannock noted, does not burn) but not steam. The scientific basis for these observations remains less than clear.
98. Mr. Muscat, the expert witness called by the Claimants, and who gave evidence as an expert both in terms of patents and the water treatment aspect of this case, is a South African patent lawyer of considerable experience, whose independence is not in doubt, and whom the Court accepts as an independent expert.
99. His evidence canvassed two major issues: first, from the content of the very limited patent which was granted to Mr. Campos by the US Patent Office in August 2024 – the fact and content of which was canvassed for the first time at trial – he was unable to divine the process by which Angel Water was to be produced; and second, and perhaps more significant, on the basis of the evidence in this case he was equally unable to see how “HYDROGAS” legitimately could be regarded as other than HHO gas or a hydrogen-based gas, a matter which he considered to be “*a central issue*” in this case.
100. This evidence is accepted. Notwithstanding the aura of mystery engendered surrounding the creation/ composition of “HYDROGAS”, in my view the probability on the evidence, and I so find, is that the gas produced as the result of the electrolytic process within the Blue Box is HHO gas, or Brown’s gas, which in the case of the Angel Water product is used to infuse water to produce alkalinity, or in the alternative can be ignited, which in terms of the Blue Box in its acrylic polishing iteration yields a carbon-free flame which is used to polish a surface without leaving any residual mark.

E. Kinetic7

101. After the schism with Mr. Campos and the termination of the Joint Venture in early August 2022, Mr. Parish has proceeded with a venture now known as “Kinetic7”.
102. In the documentary bundle prepared for trial, there is an extensive illustrated Information Memorandum dated March 2024 which bears the legend “*Harnessing Hydrogen (HHO) to solve immediate energy and health issues on a global scale*” and which is “*Powered by Kinetic7*”.
103. This advertising material promotes burning hydrogen gas as a means of cooking instead of use of traditional fuels which release toxic gases and contribute to Carbon Dioxide emissions: aimed at widespread use in Africa, this is said to promote clean and efficient cooking with “*the Kinetic7 Portable Stove*” which offers “*a groundbreaking solution*” via “[o]n-site Hydrogen (HHO) Production” and “*using a small amount of water and batteries charged by the sun*”.
104. This advertising document bears photographs of a “*Hydrogen On-Demand 3 Burner Portable Stove Powered by Kinetic7*” (the “**Kinetic7 Portable Stove**”) which creates “*bonded hydrogen (HHO)*”, and which claims that “*new technology has been created by Kinetic7 Technologies Limited... to create a*



usable, consistent, and safe flame from the 'active' gas" which stems from "the Kinetic7 HHO cell, purpose built as an ultra efficient producer of HHO".

105. Mr. Campos says that this Kinetic7 procedure and marketing of the Kinetic7 Portable Stove represents theft of his intellectual property and mirrors the initial cooking invention bearing the like name which was one of the inventions he was hoping to promote with Mr. Parish before the two men parted ways, with Mr. Parish effectively manufacturing their commercial split and by making Mr. Campos sign away his shareholding position under the JVA.
106. In short, Mr. Campos considers, and Mr. Whitehead duly submitted, that after becoming aware of the potential of his cooking technology, that Mr. Parish wanted to use it for himself alone and thus moved to deprive Mr. Campos of the share of profits that he deserved, and that this manifestation of the Kinetic7 Portable Stove is no more than an expanded version of Mr. Campos' initial ideas: the Claim pleads that in early January 2022, Mr. Parish created a business plan without the consent or approval of Mr. Campos, and that this plan had drawn on the cooking and heating technology which Mr. Campos had invented, and that on 8 May 2022 Voltage Enterprises had filed the registration of the "*Kinetic7*" trademark absent Mr. Campos' consent.
107. It is this argument that underpins the injunctive relief sought by Mr. Campos, wherein he seeks an order to enjoin Mr. Parish and his new company, Kinetic7, from continuing to market this technology.
108. This case has essentially been fought on the Angel Water battlefield, and at trial there was far less focus on and comparatively little evidence directed towards the Kinetic 7 activity at the time when the Joint Venture was in existence, although it is true that this project had begun to attract greater interest from Mr. Parish by the time of the 4 August Meeting.
109. In this context, however, two factual matters are relatively clear.
110. First, that the cooking device now being marketed intensively as the Kinetic7 Portable Stove is markedly different in both scale and operation from the cooking technology ideas which Mr. Campos had intended to develop with Mr. Parish.
111. Mr. Narsavidze, whose evidence is accepted, stated that once Mr. Parish and Ms. Jensen-Landeros had understood that Mr. Campos' claims about use of the Blue Box for cooking applications were untrue, he was asked if he could build a prototype device that could actually be used for such purpose, the intent being that a device could be created that could electrolyse water to produce a hydrogen-based gas in sufficient volume to generate a clean burning flame. Accordingly, Mr. Narsavidze was hired on 1 August 2022 to build such a device and to be in charge of its development going forward.
112. This is the provenance of the present iteration of the Kinetic7 Portable Stove, which is said to be fundamentally different from the ideas of Mr. Campos who had claimed that the Blue Box was suitable for cooking applications. Mr. Narsavidze pointed out that the acrylic polishing machine, which was the Blue Box, was actually designed to be used as a carbon-free torch which did not leave behind any residual soot when used for polishing things like trophies, jewellery or acrylic items, and used thus produced only a very low volume of gas: hence it was impossible to use for cooking since that "*would be akin to using a match to grill meat*". He pointed out that torches presently used in cooking, for example for searing sashimi, do not merit patents for torch technology, and that Mr. Campos held no patents claiming cooking applications or referencing a stove device that can suitably and safely be used for cooking applications.
113. By contrast, he said, the prototype stove technology that now has been created by Kinetic7 Technologies "*has been built from the ground up*" in order to produce enough gas to sustain a consistently large flame to enable safe cooking operations, and Mr. Narsavidze noted that this new device had been extremely complex to develop, particularly in terms of its burners, and that with the exception of the battery "*all critical components are custom fabricated*". Comparative photographs of the Blue Box and the newly-developed Kinetic7 Portable Stove, photos which Mr. Tannock applied to place before the Court, amply demonstrate that these represent substantially different types of unit, and it is tolerably clear that the cooking technology employed is significantly different in scope. As Mr. Tannock put it in submission, in terms of Mr. Campos' theft of technology argument, there was no technology to steal.



114. The second relevant factual matter is that there is no evidence that Mr. Campos, who wishes to prevent Mr. Parish from continuing to market (and to profit from) the new Kinetic7 Portable Stove, possesses any formal recognition of that which he claims to be his intellectual property, whether in terms of a registered mark or applicable patent: accordingly, in considering the issue of injunctive relief, the Court proceeds on that basis.

The Claimants' Case

115. Mr. Whitehead's closing submissions rely on the foundational proposition that the JVA was wrongfully and invalidly terminated consequent upon the Defendants' breach, and that it was the failure to commercialise the Claimants' technology which caused the JVA to collapse, resulting in significant financial and reputational loss to the Claimants. He submitted that the Defendants' initial willingness to enter the Joint Venture was based on the potential for Mr. Campos' technology, but that once this was underway, the Defendants began to misrepresent the capabilities of the technology in order to evade their obligations. These arguments are rejected.
116. A concomitant theme running through Mr. Whitehead's presentation of the Claimants' case was that once Mr. Parish had recognised the "*enormous commercial potential*" of Mr. Campos' inventions, he wished to bring co-operation to an end, and thus retain all potential profits for himself: "*the Defendants wanted to capture all of it without paying its true owner and inventor, Mr. Campos, his dues*", and that for this reason Mr. Parish had chased Mr. Campos to sign a revised JVA, although it had remained unsigned. He said that Altered Labs and Mr. Campos had duly supplied the relevant technology, and that it was the failure to provide the required financial resources and operational support which had resulted in the failure of the Joint Venture. These arguments are also rejected.
117. The case advanced also was that if Mr. Campos had been afforded a proper opportunity to make the production phase of the Angel Water Project work, all would have been well, but that he simply did not get a proper chance. He also suggested that two months after Mr. Campos had been "*forced into giving up his shares*" Voltage Enterprises attempted to place an order for RLS which would have been used to produce Angel Water, and as to the patent issue, he argued that the annexure of a patent application to the initial JVA had demonstrated that the Claimants correctly had disclosed the status of the patent at this critical point. There is no cogent evidence as to any further attempt to produce Angel Water, which allegation has been denied, nor it seems to me, does annexure of a patent application to the JVA, if in fact this occurred, suffice to negate the misrepresentation found to have been made by Mr. Campos as to the existence of a granted patent: accordingly, these arguments again are rejected.
118. In terms of the duress issue, Mr. Whitehead maintained that Mr. Campos was made to fear that he was in imminent danger of arrest after the 4 August Meeting by the police supposedly waiting downstairs, and that Mr. Campos was under "*immense psychological pressure*" and had had no choice but to sign the documents: for reasons earlier adumbrated, this argument is not accepted either.
119. On behalf of his clients, Mr. Whitehead sought damages for financial loss suffered due to the Defendants' breach of contract and unlawful termination, and an injunction "*to prevent the Defendants from using, marketing or exploiting the Claimants' technology*".
120. As to the calculation of loss, Mr. Whitehead provided a Schedule of Loss dated 1 October 2024. This Schedule details the losses said to have been caused to the Claimants by Mr. Parish and Voltage Enterprises, and is particularised with reference to three time periods, first from May 2021 to August 2023, which encompasses the start of the Defendants' obligations under the JVA, second, from September 2023 to November 2024, which covers the *pendente lite* period, and third, from November 2024 (the date of anticipated judgment) to the date of payment by the Defendants. The actual sums detailed involve the "*Exclusivity Fees*" under the JVA, and "*Angel Water Consumables Fees*", and take into account amounts received by Altered Labs from Aquarius: in all, this accounting exercise results in a claim for USD 2,264,419.31, and is predicated on the basis that the JVA continues in existence.
121. In the alternative, Mr. Whitehead submitted that if the Court were to determine that the JVA had been validly and legally terminated (which conclusion the Claimants resist) then the amount claimed is substantially reduced to USD 990,019.00.



122. Interest on an annual compounded basis is sought at the rate of 7% from the date of breach, together with all legal costs.
123. This calculation of loss demonstrates the fundamentally different manner in which the Claimants conceive this case, not least in the assertion of loss continuing to accrue under the JVA until payment.
124. Given the specific findings as made by the Court on the issues arising in this case, none of the varying premises upon which Mr. Whitehead seeks to establish the Defendants' liability have been established, and the Claimants' case as advanced is rejected.
125. Nor is the Court able to accede to the Claimants' request for injunctive relief, which is aimed at preventing Mr. Parish and Kinetic7 Technologies from marketing and profiting from its Kinetic7 Portable Stove. Voltage Enterprises appears to hold the "Kinetic 7" mark, and the Claimants have established no enforceable registered intellectual property rights, nor has any alternative claim in breach of confidence been advanced.
126. It follows that the Claimants' case must stand dismissed.

The Defendants' Case

127. On behalf of the Defendants Mr. Tannock has put his case squarely in terms of fraudulent misrepresentation. In his Closing Submissions he referenced the Defendants' opening skeleton argument, which submitted:

"Put simply and starkly, the core of this dispute is that Mr. Campos says that he was a genuine inventor of valuable technology whereas the Defendants say that he was a fraudster, who (among other deceptions) passed off someone else's device as his own".

128. This opening proposition represents the manner in which the Defendants have fought this litigation, both in defending the case brought against them by Mr. Campos and in establishing their Counterclaim, and in this the Court considers that they have succeeded.
129. In addition, the Defendants have prevailed on the duress argument, and in establishing the termination of the JVA at the Defendants' behest and for the reasons outlined in this Judgment.
130. It follows that having prevailed in establishing liability in this case, attention now turns to the issue of quantum.
131. With regard to the counterclaim for damages, Mr. Tannock has produced, for use in final submission, a Schedule of Loss (the "**Schedule**") accompanied by an Excel spreadsheet with commentary annexed, which is intended to add to and/ or to further explain what is in the basic Schedule, and cross-references to a Supplemental Quantum Bundle (the "**Supplemental Quantum Bundle**"): the spreadsheet and Supplemental Quantum Bundle which contain quantum evidence not hitherto led, have been put before the Court in final submission by consent.
132. Since the claims for loss in respect of FSS and NTH are no longer pursued, the Schedule produced for the Court's attention focuses upon three separate categories of loss: (i) in respect of the Angel Water Project, (ii) in respect of the setting up and management of Voltage Enterprises, and (iii) in respect of heating and cooking technology.
133. The Schedule is attested by Ms. Jensen-Landeros, and is arranged under three heads: "*A. Defendants' Quantum as Stated in the Counterclaim*", which cross-references to the first witness statement of Mr. Parish; "*B. Defendants' Quantum: Documentary Support*": this is broken down into two subheads: "*(i) Defendants' Quantum: Documentary Support*", which cross-references to the hearing bundle and Supplemental Quantum Bundle; and subhead "*(ii) Defendants' Quantum*" with hearing bundle references, and "*C. Defendants' Quantum Narrative*", which references the Supplemental Quantum Bundle and explanations within the Excel spreadsheet.



134. The Court notes the effort expended into crystallising the heads of claim and the supporting information, which has assisted in understanding the Defendants' quantum case, of which no critique has been made on behalf of the Claimants during final submissions nor, for that matter, was quantum the subject of cross-examination of the Defendants' witnesses.
135. After considering the data supplied and summarised under each of the heads claimed, the Court awards the sums detailed hereunder, and where appropriate accepts the Defendant's proposed exchange rates of USD 1: AED 3.67 and GBP 1: AED 4.88. The proposed AED/USD exchange rate, which is accepted, represents the Court's ordinary exchange rate of USD 1: AED 3.6725 (set at paragraph 1.39 to Practice Direction 1), shortened to two decimal places.

A. Angel Water Losses

136. The amount claimed under this head (as particularised in Schedule B(i)), and which includes the supplemental amount particularised in the spreadsheet, is put at USD 425,834.18 (which at the exchange rate adopted amounts to AED 1,562,811).
137. A significant component in this figure is the claim for the storage of the 100,000 bottles of unusable water produced by Emirates Refreshments, which, on the Defendants' case is unusable and unsellable, which for some reason has been stored 'as is' since production. The 34 "First Removalist" invoices presented to the Court cover the period 17 August 2022 to 16 October 2024 and on their face amount to AED 651,490, and remarkably the evidence is that this storage is still continuing, although Mr. Tannock has told the Court that this is about to cease, as arrangements are shortly to be made for appropriate disposal of the considerable amount of plastic waste in the bottles used. The storage invoices reference in terms of cubic metres and not the number of bottles, although these invoices occasionally also reference minor charges for other storage under titles such as "Office and Personal Effects" and "40f Container". Nor is it clear why over the entire course of the invoice period of 17 August 2022 to 16 October 2024, the amount of water stored as reflected on the face of the invoices reduces from the initial 73 cubic metres of water to 61.1 cubic metres in the last Invoice dated 16 October 2024. As to the reason for this shortfall (if recognised) no explanation has been forthcoming, and the Court declines to speculate.
138. The Court takes the view that the storage of this unusable quantity water for this extended period of over two years is unreasonable and unjustified, and that the full sum accrued to-date is not to be visited upon the Claimants.
139. The Court will allow storage costs for the first period of twelve months only, commencing from 17 August 2022 to 16 August 2023, which on the relevant hard copy invoices exhibited in the Trial Bundle amounts to AED 244,820. This calculation ignores the duplicate invoices of like date, excludes the charges for non-water storage, and further ignores the two unexplained occasions when charging appears to be made for two tranches of water of similar cubic capacity.
140. In addition to the storage charges for the water, Mr. Parish advances claims for hardware costs paid to Mr. Campos in the sum of AED 780,645, the Emirates Refreshments costs of the production of the unusable water of AED 48,897, the costs of applying for trademark registrations of AED 82,005.70, and labelling costs of AED 4,698.75. This evidence is accepted, save for the trademark registrations cost, since this registration is, presumably, still in effective use in the context of the Kinetic7 Portable Stove, and I see no reason why this should be awarded. Accordingly, with this deduction, the relevant sum amounts to AED 834,240.75.
141. Accordingly, the loss under this head of claim amounts to AED 1,079,061 (rounded to the nearest dirham), and the Court so awards.

B. Losses incurred in setting up and management of Voltage Enterprises

142. The claim under this head is put (in Schedule B(i)) at USD 2,109,650.72, which also takes account of the supplemental sums included in the Supplemental Quantum Bundle filed and as reflected in the spreadsheet, which contains explanatory comments: at the exchange rate adopted this amounts to AED 7,742,418.



143. Constituent elements included in this claim are also referred to in the first witness statement of Mr. Parish, which (at paragraph 35) lists nine separate categories of cost, which run the gamut of corporate activity from travel and consultancy expenses of Mr. Campos, the legal costs of setting up and running Voltage Enterprises, together with the fees incurred in hiring a team to work on the various Voltage Enterprises projects, and then various costs in terms of managing Voltage Enterprises, maintaining an outside contract for office rental, together with cost of the Voltage Enterprises premises, diverse marketing costs, and costs of investments made into Voltage Enterprises.
144. The Court accepts that considerable time and effort went into the establishment of Voltage Enterprises, which, at the time, was anticipated to be a long-term proposition which would keep managing the various projects upon which Mr. Parish intended to co-operate with Mr. Campos.
145. The Court also accepts that, in the circumstances as now have arisen, there has been extensive costs wastage, although it is notable that in this part of the claim no credit is given for the fact that Voltage Enterprises remains in existence, and indeed is said by Mr. Parish to hold trademark registrations. Whilst I appreciate that Mr. Tannock said at trial that Mr. Parish has no further use for this company, it remains in existence and available for use, and I see no reason why this fact should be disregarded and not taken into account.
146. After considering the evidence as now cumulatively advanced under this head, and doing the best that it can in light of the additional material now submitted in the Schedule and Supplemental Quantum Bundle, the Court takes the view that it is appropriate to award 85% of the total sum as now claimed, which amounts to AED 6,581,055 (rounded to the nearest dirham).

C. Losses incurred in respect of "HYDROGAS"/ HHO Generator Investments

147. Although not reflected in the heading adopted, the losses claimed hereunder encompass the initial efforts towards developing a cooking technology under the initial style of "Kinetic 7" during the time when Mr. Parish and Mr. Campos were working together, and as the Court understands it represent expenses incurred *prior to* the independent and entirely separate work carried on by Kinetic7 Technologies by Mr. Narsavidze during subsequent development of the Kinetic7 Portable Stove.
148. The amount now claimed is relatively small and (in Schedule B(ii)) is put at USD 259,776.45, which at the exchange rate adopted amounts to AED 953,379. The cross-references underpinning this figure disclose that this represents the addition of the media fees of a British company, i5 2019 Ltd, ("i5 Media") together with fee invoices from Mr. Parish's lawyers, HFW.
149. The relevant i5 Media invoices amount to a total GBP 142,163, which at the adopted exchange rate of GBP 1: AED 4.88 produces a sum of AED 693,755, whilst I am satisfied that the HFW invoices, amounting to AED 69,492.53, are relevant to the incorporation and organisation of Voltage Enterprises, and predate this litigation.
150. Under this third and last head, the sum of AED 763,248 (rounded to the nearest dirham) is awarded.

Order

151. The Court has found that the Claimant's Claim is to be dismissed, and the Defendants' Counterclaim succeeds.
152. It follows that the damages awarded pursuant to the Counterclaim, at the rates adopted, amount to AED 8,423,364 (being the sum of AED 1,079,061 for Angel Water losses, AED 6,581,055 for losses incurred in setting up and management of Voltage Enterprises, and AED 763,248 for losses incurred in respect of "HYDROGAS"/ HHO Generator Investments).
153. Simple interest is awarded at the rate of 5% per annum on this sum, such interest to accrue from the date of judgment until payment.



154. There is to be an Order *nisi* that the costs of and incidental to the Claim and Counterclaim are to be to the Defendants, such costs to be summarily assessed if not agreed.



Issued by:

A blue ink signature, likely of Linda Fitz-Alan, written in a cursive style.

Linda Fitz-Alan
Registrar, ADGM Courts
30 October 2024