Neutral citation [2025] CAT 53

Case No: 1701/5/7/25

IN THE COMPETITION APPEAL TRIBUNAL

Salisbury Square House
8 Salisbury Square
London EC4Y 8AP

26 September 2025

Before:

BEN TIDSWELL
(Chair)
CHARLES MORRISON
PROFESSOR IOANNIS KOKKORIS

Sitting as a Tribunal in England and Wales

BETWEEN:

NST WORLDWIDE LIMITED

Claimant

- v -

(1) WORLD SNOOKER LIMITED
(2) WORLD SNOOKER HOLDING LIMITED
(3) WORLD PROFESSIONAL BILLIARDS AND SNOOKER ASSOCIATION LIMITED

Defendants

Heard at Salisbury Square House on 26 September 2025

RULING (SECURITY FOR COSTS)

APPEARANCES

Ben Quiney KC and Hamish Fraser (instructed by London Litigation Partnership) appeared on behalf of the Claimant.

Marie Demetriou KC and Jacon Rabinowitz (instructed by Livida Legal) appeared on behalf of the First and Second Defendants.

Tom Mountford (instructed by Bird & Bird LLP) appeared on behalf of the Third Defendant.

A. SECURITY FOR COSTS

1. This is an application for security for costs. It involves a narrow point, which is whether the Claimant should provide security now for all the likely costs of the proceedings, or whether it should do that in stages.

2. The present position is that the Claimant has provided security in the form of an ATE insurance policy at a level of £2m. The Defendants accept that this covers their likely costs for now and the near future, but say that it will cease to do so, on their projections, around 12 weeks before the trial, at which stage £2.8m will be required.

3. The Defendants say that it is fair and procedurally appropriate to order the additional amount now and that this would be consistent with the requirement for an early application for security. They also say there is a risk of prejudice as there will be wasted costs (which we understand to be effectively the incurring of the irrecoverable costs which the security does not cover, but could otherwise be avoided if the inability to obtain additional cover is crystallised now). The Defendants also noted (in reply) the requirement under the ATE policy to ensure there is sufficient cover to the conclusion of trial, which the Defendants say disposes of the timing point. The relevant provisions read:

> *"3.3. It is the responsibility of the **Insured** to ensure that the **Limit of Indemnity** (in respect of **Opponent's Costs**) is adequate at all times and not materially less than the **Representative's** estimation of **Opponent's Costs** to the conclusion of trial (where available premised on information provided by the **Opponent**).*
>
> *3.4. The **Insured** shall purchase increases to the **Limit of Indemnity** (in respect of **Opponent's Costs**) as required to ensure that at all times that **Limit of Indemnity** is adequate pursuant to the preceding sub-paragraph."*

4. The Claimant says it is not fair to require security for costs which are not yet in prospect of being incurred. It says it would be better to wait until that prospect

arises. It submits that this is consistent with the approach taken by Mr Justice Males in *Endeavour Energy v Hess* [2017] EWHC 1087 (Comm) ("Endeavour") at [10] and [11], which includes the following statement:

> *"*10. *...Although the application seeks security for the costs of the whole action (and indeed, seeks an order that the claimant be struck out if that security is not provided) it seems to me this is a case where the ordinary Commercial Court practice should be followed: first, of not making an unless order at this stage, and in fairness, Mr Emmett for Hess did not challenge that approach, second, of making an order for security in stages so that the burden of providing security is staggered, and the defendant can come back at a later stage in the event that the action proceeds further."*

5. We agree with the Claimant. It seems to us that the Defendants are seeking to improve their position from what it would be if there was no security required, which is always that there is a risk in relation to irrecoverable costs. That is not the risk which security is designed to cover, which is instead the risk of non-payment of recoverable costs. We think the approach set out in *Endeavour* is the approach which is fair here. That approach means that the discussion about the appropriate level of security takes place on a better-informed basis, and the Claimant is relieved of the administrative obligation of recurring extensions of the policy limit.

6. The terms of the policy do not in our view change that position – the provision in question seems to be a standard provision seeking to prevent underinsurance. We have no insight into the discussions which have taken place between the Claimant and the insurer, but we do know that the Claimant has sought and received an increase in cover to the £2m, and it would be surprising if the insurers were not aware of the current discussion about the need at some stage to top up the security. It is difficult to see why the insurers would be unhappy about the staged approach, where the indemnity limit is only raised at a later stage. The Claimant has also made it plain that, in its view, £2m is sufficient security for all of the Defendants' proper costs in the case, which means (it says)

that it has made adequate provision which is not materially less than its estimation of the Defendants' costs.

7. It seems to us that in exercising our discretion we should be cautious about giving weight to the policy and dealings between the Claimant and the insurer. In any event, our view remains that it is not only fairer but also more practical to deal with the question of any top up on one occasion only at a later point of time when the figures are more likely to be reliable. There is no prejudice in this to the Defendants in relation to their recoverable costs (noting that even if the Claimant is in breach of the policy, there is an anti-avoidance provision).

8. The parties have addressed us on whether the projected costs are reasonable and what the appropriate discount is to assess the security required for the whole proceeding. Given the conclusion we have reached on staging the security, we need not deal with these points now, which will no doubt reappear in a different form by the time any renewed application is made. To be clear, we are expecting that the Defendants will review the position as time goes on and nothing in this ruling prevents a further application by the Defendants at an appropriate later stage or the Claimant arguing for any particular level of security by reference to the actual and projected costs of the Defendants and the appropriate discount to those for security purposes.

9. For these reasons, the application is dismissed.

B. COSTS

10. The Claimant applies for its costs of the application. In our view, the application needed to be issued because the anti-avoidance provisions in the ATE policy were only provided and therefore resolved quite recently, and so the Defendants were entitled to issue their application and have substantially succeeded in getting something from that. The residual application addresses a matter of discretion, which is a valid case management matter.

11. On that basis, costs should be in the case.

12. We will leave it to the parties to agree a suitable order for the Tribunal to make to reflect this judgment.

Ben Tidswell
Chair

Charles Morrison

Professor Ioannis Kokkoris

Charles Dhanowa C.B.E., K.C. (*Hon*)
Registrar

Date: 26 September 2025