

**WRITTEN QUESTION TO H.M. ATTORNEY GENERAL
BY DEPUTY M. TADIER OF ST. BRELADE
QUESTION SUBMITTED ON MONDAY 28th NOVEMBER 2022
ANSWER TO BE TABLED ON MONDAY 5th DECEMBER 2022**

Question

“Will H.M. Attorney General state –

- (a) whether it is standard policy or usual practice for compensation to be issued in cases where a search warrant has been found to have been issued illegally;
- (b) whether any consideration has been given to a precedent being set from compensation being issued in this way for any future warrants that are found to have been issued illegally;
- (c) why, and at whose request, the amount of damages awarded in the recently reported ‘Abramovich’ case was kept secret; and
- (d) whether this case was brought as a civil claim or a Public Law case?”

Answer

- a) It is understood that the Deputy’s questions relate to an agreed settlement (subject to a question concerning legal costs, which was not settled and remains outstanding) of judicial review proceedings concerning two search warrants that was reported in the media on 10 November 2022. The agreement to pay damages in that case was not a matter of standard policy or usual practice but was an agreed settlement between the parties on the particular facts of that case. It was agreed between the parties that the warrants obtained were unlawful and that the matter should be resolved without the need for a final court hearing on that issue. Whilst I am not aware of previous judicial review proceedings of this type in Jersey, they are more common in larger jurisdictions, such as England and Wales.
- b) The answer to a) is repeated. Agreements to settle of this sort do not set legal precedent and are not of general application outside the scope of the case being settled. There is published material and judgments concerning damages awarded in cases in England and Wales.
- c) Mr Abramovich was not a party to the judicial review proceedings, but a spokeswoman issued a statement on his behalf concerning the settlement. Whether and why any aspect of the settlement was agreed by the parties to be confidential was a matter for the parties, and it is often the case that details of a settlement are contained in a confidential schedule.
- d) The case was an application for judicial review and was therefore an aspect of public law.