OUTER HOUSE, COURT OF SESSION

[2026] CSOH 69

A49/25

OPINION OF LORD BRAID

In the cause

KRISTINE LIGERE

Pursuer

against

MUHAMMAD AJID

Defender

Pursuer: Deans; T C Young LLP
Defender: Aitken; Millard Law

24 July 2026

Introduction

[1] In this action, the pursuer seeks reduction of a decree of divorce granted by the sheriff at Edinburgh in undefended proceedings on 11 March 2024. The pursuer does not wish to remain married to the defender, nor does she seek orders concerning the child of the marriage. Rather, her contention is that the decree was obtained on a factual basis which was inaccurate, and that justice requires that it be reduced (quashed) so that issues of financial provision can be determined.

[2] The action proceeded to proof before me. The issues canvassed at it were: the circumstances in which the original divorce was granted; the reason why the pursuer did

not defend the original action; and whether there exists a sufficiently arguable claim for financial provision to justify reduction in order that the divorce action might be litigated again.

[3] The pursuer, who is Latvian, gave evidence through an interpreter, although she did lapse into English from time to time. She also led evidence from her daughter, Renata Ligere. The defender and his brother, Majid Anwar, both gave evidence. The parties also agreed by joint minute that an affidavit sworn by Cath Karlin, solicitor (who had appeared on both parties' witness lists) was to stand as her evidence. Neither party's evidence was entirely satisfactory. Even allowing for the fact that she was speaking through an interpreter, and was clearly nervous, the pursuer's evidence was, at times, contradictory; and she had a tendency to make sweeping statements (such as that she had not understood a single word of a document), only later to retract or qualify them (such as that she had understood at least some of it). On crucial matters, her evidence was vague. I did not find her wholly credible and reliable. For his part, the defender's evidence was also vague and contradictory at times, but I have no reason to find that he was lying to the court. The supporting witnesses I accept as credible, but also, at times vague. I accept Ms Karlin's evidence as accurate.

Factual background

[4] So as to avoid confusion, and for ease of reading, I will henceforth refer to the parties by their given names, rather than as pursuer/defender. This section of the opinion is largely non-contentious, except where indicated otherwise. The parties were married in London on 26 September 2013 and have one child, M, now aged 11. The marriage ran into difficulties and in March 2022, Mr Ajid engaged the services of Ms Karlin. She sent a letter by email to Ms Ligere dated 14 April 2022, referring to the fact that the marriage had broken down,

recording her understanding that Mr Ajid had already made a payment of £10,000 to Ms Ligere but that there was very little in the way of matrimonial property, proposing a shared care arrangement with respect to M, and inviting Ms Ligere or her solicitor to respond with proposals. Although there was a lukewarm suggestion by Ms Ligere in her evidence that she might not have received that letter because of some confusion over her email address and because Mr Ajid had access to her email account, it was sent to the same email address at which she admittedly received other emails, and I find that this (and all other emails to the same email account) were received and read by Ms Ligere. Nonetheless, she did not respond at that time. Matters appear to have lain dormant for more than a year before Ms Karlin sent a further email and letter on 1 June 2023, this time enclosing a draft minute of agreement, which she understood reflected the agreement already reached by the parties. Ms Karlin also advised Ms Ligere, in terms, to obtain her own legal advice in relation to the signing of the agreement. In that regard, Ms Ligere maintained in her evidence that Mr Ajid had told her that Ms Karlin was acting for them both, and that there was no need for her to find her own lawyer. Even if Mr Ajid had said something to that effect at an earlier stage, Ms Ligere would have been dispelled of that misconception by the terms of this (and later) correspondence; and in any event it is clear that Ms Ligere knew that Ms Karlin was not acting for her, as shown by her later unsuccessful attempts to find her own solicitor (which she said she could not do because she had no money), and by the overall tenor of her correspondence to Ms Karlin; and Ms Ligere did not claim to have relied upon any supposed belief that Ms Karlin was acting for her. I therefore leave out of account any suggestion by Ms Ligere that she was in some way misled by Mr Ajid into not finding her own solicitor. For present purposes, the salient points of the draft minute of agreement which accompanied the letter of 1 June 2023 were that it stated that: the date of separation was 10 April 2021; M was to reside with Mr Ajid for 3 days each week and with Ms Ligere for 4 days; Mr Ajid was to pay aliment for M at the rate of £1,500 per month, subject to various conditions; and each party was satisfied that the other had made full disclosure of their finances. On 22 June 2023, Ms Karlin sent a "chaser" email, and Ms Ligere replied on 28 June 2023 stating that she intended to sign the agreement but did not agree to a "few parts of the clauses." She offered to provide further details, an offer which Ms Karlin accepted by email of 29 June 2023, in which she repeated that it might be worthwhile for Ms Ligere to instruct her own solicitor. On 4 July 2023, Ms Ligere responded in more detail, stating that she could not afford to hire her own solicitor, and taking issue with certain clauses in the agreement. Among other things, she made clear that she did not accept that Mr Ajid had given a full disclosure of his finances and that she wished certain changes insofar as the agreement related to financial arrangements for M; but, notably, she challenged neither the stated date of separation, nor the proposed care arrangements for M. I do not attach any weight to the explanation Ms Ligere gave in evidence, that the reason she did not challenge the date of separation was because she was not a lawyer, and because she was stressed at that time. She said that she had a friend assist her in translating correspondence sent to her, and in any event her claim at one point in her evidence that she "could not understand a word" was inconsistent with what she said a short time afterwards, that she "could not understand all of the paragraphs". The parts of the agreement she did challenge showed a relatively sophisticated understanding of what was proposed in relation to M. In response to the email of 4 July 2023, on 19 July 2023 Ms Karlin forwarded a further draft of the agreement, taking account of Ms Ligere's comments. Insofar as vouching was concerned, she stated that there was a substantial "bounce-back" loan owed by Mr Ajid's business, Sighthill Supermarket Ltd, the balance of which stood at approximately £32,000, and she attached vouching of that figure (or purported vouching: the document referred to fell some way short of establishing that a bounce-back loan was owed by Sighthill Supermarket Ltd, let alone that that company had a nil value); otherwise, no further vouching was given. She also stated that Ms Ligere was liable for one half of that debt, a statement which Ms Karlin accepted in her affidavit was erroneous although she did not proffer any explanation for the error (the vouching produced clearly related to Sighthill Supermarket Ltd, in which Ms Ligere held no interest). Ms Ligere said in evidence that she was "shocked and scared" when told that Mr Ajid was entitled to claim about £16,000 from her although she did not go so far as to contend that the misstatement had dissuaded her from maintaining her assertion that she was entitled to financial provision from Mr Ajid. Despite a reminder from Ms Karlin on 23 August 2023, there was no further response from Ms Ligere, and in November 2023, Ms Karlin presented an initial writ to Edinburgh Sheriff Court on Mr Ajid's behalf, seeking decree of divorce on the basis that the parties had been separated for a period of more than 2 years, the averred date of separation being 4 October 2021. No orders were sought in respect of M. The action was served on Ms Ligere by first class post on 29 November 2023, meaning that a notice of intention to defend was due to be lodged by 21 December 2023. On 18 December 2023, Ms Ligere emailed Ms Karlin in the following terms:

> "While I have received the divorce papers successfully, during this time, I haven't been able to find a solicitor just yet, to make sure that I have understood all the points in the document, so I can sign them with complete, informed consent.
>
> And the due date to send them is fast approaching, meaning I would like to request for the deadline of handing them in to be extended. As finding a solicitor via legal aid is unfortunately a time consuming task that is taking a lot longer than expected."

[5] Ms Karlin replied that day stating that she could not accede to that request as the dates were set by the court. Ms Ligere took no further action and Ms Karlin minuted for

decree on 1 February 2024. She explained in her affidavit that as she had been alerted by Ms Ligere to the fact she had not yet found representation and given that the Christmas break intervened, she deliberately waited before minuting for decree, to give Ms Ligere the opportunity to obtain representation or to lodge a notice of intention to defend late; she believed that was a reasonable grace period and to have waited any longer may have resulted in a complaint by Mr Ajid, whom she understood to be anxious to remarry. No intimation was given to Ms Ligere that there would be a grace period. The minute for decree was accompanied by affidavits by Mr Ajid and Mr Anwar. In his affidavit, Mr Ajid stated that the date of separation was 4 October 2021, and that the parties had not lived together as husband and wife since that time. In relation to M, he stated that: M lived between the parties on a 50/50 basis, although he did not specify precisely what that arrangement was; before and after school he was cared for by either Mr Ajid or Ms Ligere; and the parties had an amicable co-parenting arrangement and were able to arrange all aspects of M's care with one another. No mention was made of financial arrangements. Mr Anwar gave affidavit evidence which confirmed that of his brother in all material respects. Decree of divorce duly followed on 11 March 2024. At some stage thereafter, Ms Ligere sought legal advice and the present action was signeted on 11 February 2025.

Agreed legal propositions

[6] The parties lodged a "joint statement of legal propositions" in which they agreed that the following is an accurate statement of the applicable law:

(i) Following Lord Woolman in *Jandoo* v *Jandoo* [2018] SLT 531:

a. a court decree is not to be lightly set aside;

b. there is no precise test; and

c. the pursuer must show that (a) the decree ought not to have been granted on the merits; (b) there is a reasonable explanation as to why she did not enter the proceedings; and (c) the whole circumstances of the case justify reduction.

(ii) Following the Inner House in *Robertson's Executor* v *Robertson* [1995] SC 23, a pursuer is not required to prove exceptional circumstances.

[7] Although it can be helpful for parties to agree what they consider the law to be, a joint statement of legal propositions cannot bind the court in the same manner as a joint minute of agreed facts. I do take issue with the agreed statement in a number of respects. First, as counsel acknowledged, there is a certain tension between the statements, on the one hand, that there is no precise test; and on the other hand, that a pursuer *must* show certain things. Insofar as Lord Woolman's archetypically concise statement of the propositions is concerned, my reading of *Jandoo* is that they were tailored towards the arguments and facts in that case. My concern about a formulation that the pursuer *must* show that decree ought not to have been granted on the merits, is that it imposes too stringent a test on the pursuer, at least when expressed in that way; it may well be, in the context of an action of divorce, that decree was properly granted *on the merits* but that the defender ought not to have been denied the opportunity of making a counterclaim for financial provision. Further, it seems to me that the first two things which "must" be shown are subsumed in the third. Putting that another way, if the circumstances as a whole justify reduction, then reduction should surely follow. *Robertson's Executors*, above, is authority for a whole circumstances test. In deciding whether the whole circumstances justify reduction, the relevant factors are likely to include whether the original decree was granted on the basis of false or incomplete or challengeable evidence; and the reason(s) why the original action was not defended. If a

pursuer cannot show that a decree should not have been granted, and if there was no reasonable excuse for not defending the action, it is difficult to conceive of circumstances in which justice would require the decree to be reduced. However, neither of those factors may be entirely clear cut, other factors may come into play, and the weight to be attached to each factor may vary from case to case. Nonetheless, for present purposes, I will approach the "test" in the order which parties have invited me to, and consider in turn each of the factors which, it is said, must be established in order for Ms Ligere to succeed.

Ought the decree to have been granted?

[8] There are three aspects to this: first, whether, as a matter of fact, the parties had been separated for at least 2 years by the time the divorce action was raised; second, whether the court was provided with accurate information about the arrangements for the care of M (and if not, what the implications of that are); and third, whether the defender had a colourable claim for financial provision.

Date of separation

The evidence

[9] As will have been noted, two different dates were previously suggested as being the date of separation: 10 April 2021, being the date proposed without challenge in the draft minute of agreement; and 4 October 2021, being the date averred in the writ and spoken to in the affidavits. Mr Ajid explained in his evidence that the parties stopped living together as husband and wife on the former date, but that he did not move out of the family home until the latter date, when he went to stay with his brother for some 4 months, before then moving into accommodation of his own. He did not have marital relations with Ms Ligere

after he moved out. Ms Karlin stated in her affidavit that as there was a "level of dispute" as to whether the parties continued to live together between April and October 2021, and so as to avoid any dispute as to the relevant date, she advised Mr Ajid to wait until November 2023 before raising proceedings. Ms Ligere, in her evidence, did not accept that either date was correct. While she accepted that Mr Ajid and she (mostly) had separate bedrooms from April 2021, and that he had left the family home in October 2021, her position was that he continued to visit her frequently after that date, and that they continued to have marital relations. Her evidence as to when the parties did finally separate was more elusive to nail down, although at one point in her evidence she did place it at some time in 2022. It was put to Ms Ligere in cross-examination that in the summons in this action in its original form, which must have been drafted on her instructions, she averred that the date of separation was 10 April 2021, her answer to which was that it was not a separation "as such", and that Mr Ajid had "probably made me misunderstand." She did not elaborate further, however, and I do not accept that she was under Mr Ajid's control to the extent that she is unable to know, or instruct her solicitors, whether the parties had or had not separated by a given date.

[10] Renata Ligere said that Mr Ajid continued to visit the house after he had moved out, when he would stay for varying periods of time. However, she was vague as to dates. Mr Ajid was clear in his evidence that after he had moved out in October 2021, he returned to the house only to see M, because for the first 4 months or so, when he was living with his brother, he had nowhere else where he could exercise contact. Mr Anwar's evidence on the date of separation was brief, but he did say that Mr Ajid had moved to his house in October 2021 and stayed there "totally" until moving out in about January 2022.

[11] For completeness, I should also record that Mr Ajid did accept, in cross-examination, that he and Ms Ligere had made enquiries about a joint mortgage application in or about November 2021, which was never fully explained, nor spoken to by Ms Ligere.

Decision on date of separation

[12] The question is not whether, and to what extent, the parties were physically under the same roof but whether, if they were, they were living together as husband and wife, which is often a more nuanced question. On the evidence before me, the date of separation could have been taken as 10 April 2021, but Ms Karlin's more cautious approach of selecting 4 October 2021, the date when Mr Ajid physically moved out of the house, cannot be faulted. There is no basis for holding that the evidence presented to the sheriff court as regards the date of separation was incorrect. There are at least two difficulties with Ms Ligere's evidence on this issue. First, she was unable to explain satisfactorily why, if the parties did not separate until a much later date, the summons in this action initially averred a separation date of April 2021, or, for that matter, why she did not challenge what was said to be the date of separation in the draft minute of agreement. Second, as I have observed, she was unable to specify with any degree of precision what the date of separation actually was. That said, although Renata Ligere's evidence was vague, I did not find that she was lying to the court, and so I do accept that Mr Ajid returned to the house from time to time after he had moved out. However, that was primarily to see M, rather than to resume married life with Ms Ligere, and is not a reason in itself to find that the date of separation was any later than 4 October 2021. The same can be said of such evidence as there was about the joint mortgage application, which appears to have been submitted after Mr Ajid had moved out in October 2021, but that is something to be viewed as a curiosity, rather than as a factor

which positively shows that the parties had not separated or had resumed living together as husband and wife. In summary, while the evidence is not wholly consistent, having regard to all of the evidence presented to this court, I find on a balance of probabilities that the parties had been separated for more than 2 years immediately before the initial writ was presented to the sheriff court; or, at any rate, that that was a justifiable conclusion on the evidence available at that time (and now). Looking at the matter from another angle, were the decree to be recalled and the divorce relitigated, there is no reason to suppose that the court would alight upon a different date of separation. It should be borne in mind that that date is relevant not only because it starts the two-year period running after which the parties may be divorced without consent, but also because it marks the date at which the matrimonial property is to be valued and divided between the parties. As discussed below, it is common ground that when Mr Ajid left the house in October 2021, he left a sum of cash for Ms Ligere. The fact that he did so is indicative that his intention was that the marriage was over, and since that sum would require to be taken into account in any further division of matrimonial property, it is more likely than not that the parties would agree 4 October 2021 as the relevant date. For all these reasons, there are no grounds for impugning the divorce on the basis that the merits were improperly established, and no reason why justice requires that issue to be litigated again.

Care arrangements for M

The evidence

[13] Insofar as M was concerned, Ms Ligere was adamant that the parties never had a 50/50 shared care arrangement. Her evidence in summary was that she had the major share of his care. She was keen that Mr Ajid should see M more frequently but often he let M

down by not turning up for contact when he had said he would. Mr Ajid said that the general arrangement was that he looked after M at weekends, from Friday after school until Monday at school, which he equated to a broadly shared-care arrangement. There had been periods when Ms Ligere had refused to allow him any contact, apparently to exercise leverage in relation to the payment of aliment.

The arguments

[14] Counsel for Ms Ligere submitted that the information provided to the sheriff by Mr Ajid and his brother in their affidavits, and in the initial writ, was incorrect. The sheriff had been under a duty, in terms of section 12 of the Children (Scotland) Act 1995, to consider whether any orders were or might be required in relation to M. The evidence given to this court by Mr Ajid was not credible. He had been unable to reconcile his evidence that M was in his care half of the time, with his evidence that he had visited Ms Ligere only to see M, and that he only had M at weekends. Had the former been true, there would have been no need for those visits. Ms Ligere's evidence that she had the care of M for most of the time should be preferred. Had the sheriff been presented with the true picture, decree would not have been granted.

[15] Counsel for Mr Ajid submitted that the evidence before this court was entirely consistent with that placed before the sheriff, which was that there was a broadly equal arrangement. It was significant that Mr Ajid, who according to Ms Ligere had less contact with M than he claimed, had not himself sought any order from the court, nor was it suggested by Ms Ligere that she would have sought any order had she defended the action. There had been no issue concerning M before the court. Even if the arrangements for M's care had been as stated by Ms Ligere and that was the information presented to the sheriff,

the outcome would have been no different. There would still have been no need for the sheriff to consider making any orders, and decree would still have been granted.

Decision in relation to M

[16] Even in an action where no orders in relation to a child are sought, it would be a concern if a party were to tender false evidence to a court in an attempt to persuade it that no orders were necessary. It is axiomatic that in considering its section 12 duty, the court must have accurate and current information before it. That is one reason why customarily affidavits must have been sworn within the previous 3 months. It follows that it would not be a complete answer, in a case where wholly false information was provided to the court about the welfare of a child, to say that, even had true information been presented, the outcome would have been no different; the presentation of false evidence, even on that ancillary issue, might be a relevant consideration in deciding whether the interests of justice required a decree to be reduced, if only to remind parties of the need to provide truthful information to the court. However, it is always a question of fact and degree as to how much detail need be given to the court about the welfare of a child, and practice can vary. Sometimes, the affidavits contain a considerable amount of detail; sometimes, as here, they do not. If the sheriff considers that insufficient detail has been given, it is open to him or her to request further information. That did not occur in the present case.

[17] Turning to consider the affidavits lodged in support of the minute for decree in this case, and comparing them with the evidence led before me, it cannot be said that they misled the sheriff into granting decree when he would not otherwise have done so. It is significant that the party who potentially might have sought an order, had the true position been as claimed by Ms Ligere, is Mr Ajid, who was the pursuer in the divorce action, and the

party charged with the responsibility of placing information before the court. There was no reason for him to have misled the court if he was seeing M less than 50% of the time, or only occasionally, or if the co-parenting arrangement was not entirely cordial. While it is true that his evidence about the arrangements for looking after M was not entirely consistent, it is significant that Ms Ligere did not take issue with the assertion in the draft minute of agreement that there was to be a broadly 50:50 arrangement. That is likely to have been the *de facto* position at that time. I also broadly accept the evidence of Mr Ajid and his brother about the extent of contact just over 2 years later, when the divorce action was raised. Further, Ms Ligere's evidence that Mr Ajid on occasion let M down by not turning up when he said he would is consistent with the parties having agreed more contact than actually took place, and is not in itself inconsistent with their being a broadly 50:50 arrangement.

[18] In conclusion, to the extent that Ms Ligere argues that decree of divorce should not have been granted because the evidence given to the court in relation to M was untrue, that case has not been made out.

Financial claim

[19] Insofar as any potential financial claim was concerned, Ms Ligere's position on record is that Mr Ajid has assets which he has not disclosed, including assets in Pakistan. She avers that he was the sole director of a company with assets in excess of £60,000; that he operated two other shops as well as having an interest in a company owned by his brother, Choan Autos Ltd; that he held several bank accounts; and that he owned a number of prestige cars "such as" a BMW and a Ranger Rover. Beyond that her pleadings are somewhat lacking in specification as to the value of the matrimonial property which she avers the defender owned. One obvious way in which she might have made her case more

specific was by recovering documents from Mr Ajid. However, her specification for recovery of documents was not lodged until May 2026, being approved by the court on 15 May 2026 (an earlier specification, lodged in February 2026, was withdrawn as being too wide, and, I was told, because Mr Ajid had undertaken to produce documents). Certain documents were produced by Mr Ajid in response to that, but on the morning of the proof, counsel for Ms Ligere made a motion to discharge the proof, to enable a commission to be fixed. He submitted that Ms Ligere had a reasonable apprehension that the full financial position had not been disclosed. He acknowledged that the motion to discharge came late in the day, and that both the motion, and the specification itself, could have been lodged earlier. The motion was opposed by counsel for the defender, who told me that Mr Ajid had produced all that he had, and that nothing would be achieved by holding a commission. I refused the motion as coming too late. Ms Ligere and her legal advisers had ample time, from the fixing of the proof, to seek to recover documents. It remained open to the parties to give evidence about the extent of the assets at the time of the separation, as they duly did.

[20] In her evidence, which was somewhat vague (perhaps understandably so given her position that Mr Ajid had not disclosed all of his assets), Ms Ligere said that Mr Ajid had multiple bank accounts (Lloyds, Barclays, Santander, Royal Bank of Scotland, Starling Bank, Monzo). She had seen statements but did not know how much was in any of the accounts. She did not know if he had accounts in other countries. He owned businesses and had driven a taxi. In October 2021, he had owned two vehicles, a Prius and a range rover. He kept cash in a safe in the house. He had sold the Prius, because he had lost lots of work as a taxi driver due to Covid. He had exercised financial control over her. She had looked after the house, and M, instead of working. She accepted that she had received a sum of money in cash following the separation, which had been in the safe, although she put that at

about £7,000 or £8,000 rather than £10,000. Although in her pleadings she avers that money was wholly for M, in her evidence she said that she used some of it for M, and some of it for her own purposes. As can be seen, although aspects of her evidence lived up to what she had averred, in other aspects it fell some distance short.

[21] Mr Ajid said that his only assets were his shop (owned by Sighthill Supermarket Ltd) and his car. He had not exercised financial control over Ms Ligere. He had paid the bills, but that was because he was the sole earner in the household. At the date of separation, he held only a Lloyds Bank account. He had never held an account with Barclays Bank, nor had he held a Royal Bank of Scotland personal account. His previous business, Granton Mini Market, had an account there, but it was closed by 2021. He did not have assets in Pakistan. Prior to Covid, he had driven a private hire car, but the market fell out of that business during the first lockdown, and he sold that car, a Prius, for £9,500 in cash, which he had put into his safe in the house. He had left that money for Ms Ligere when he left, and added £500. The accounts for Sighthill Supermarket Ltd for the year ended 28 February 2021 showed a loss in that year of £24,028; net assets of -£23,928; and amounts falling due to creditors after more than one year of £50,000, which Mr Ajid explained as being the bounce-back loan of that amount. The accounts for the following year, ended 28 February 2022, showed a net loss of £1,550, net assets of -£25,478, and amounts due to creditors after more than one year of £37,840, consistent with Mr Ajid's evidence that the bounce-back loan was gradually being repaid. Mr Ajid said that he had given his accountants true and accurate information for the preparation of those accounts. He had submitted tax returns to HMRC, showing his income from the company and from his employment as a Deliveroo driver. He had never been the subject of an HMRC investigation. It was put to him in cross-examination that his declared income was inconsistent with his offer to pay aliment at the

rate of £1,500 per month. While I confess that I found Mr Ajid's evidence on this difficult to follow and not entirely satisfactory, equally there is no basis for finding that he has assets salted away which he has not disclosed to Ms Ligere. He does not appear to lead a particularly lavish lifestyle. There is no basis for supposing that if the decree were recalled, and the divorce action revived, assets would suddenly appear out of the ether, as it were.

[22] As regards Choan Autos Ltd, Mr Anwar spoke to the fact it had been dissolved in 2022. He had been the only director, and Mr Ajid had had no interest in it.

[23] I conclude that on the evidence led before me, there is no basis for a finding that Ms Ligere had even a colourable claim for financial provision at the time of the divorce action, let alone that such claim would have been likely to succeed such that decree of divorce ought not to have been granted.

[24] It follows that Ms Ligere has failed to establish this branch of her case.

Is there a reasonable explanation why Ms Ligere did not enter the proceedings?

[25] Ms Ligere accepted that she received the papers in the divorce action shortly after they were posted, and although she professed at times during her evidence to having poor English, and requiring the assistance of a friend, and she initially said she did not understand what had been served on her, she was constrained to accept later in her evidence that she did have at least a degree of understanding. In particular, as is clear from her email to Ms Karlin of 18 December 2023, quoted above, she fully understood by then that there was a deadline looming (in fact, 21 December 2023) by which she had to do something. She explained in that email that she was unable to find a solicitor, and it appears that the main reason she did not take any steps to defend the action was her inability to do so. Although again her evidence was vague in relation to dates, she said that she had tried to contact some

11 firms of solicitors but none of them had agreed to act for her. She was unwell at the time (vouched to an extent by medical evidence lodged on her behalf: it is unnecessary to go into details in this opinion) and under a great deal of stress, which exacerbated her difficulty of finding a solicitor. She found it difficult to communicate over the telephone and whenever she attempted to do so she suffered from a panic attack. She emailed and wrote to a number of solicitors, but in the event could not find one, until her present solicitor accepted instructions, by which time it was too late to defend the divorce (by how much it was too late was not explained in the evidence). She did not take any steps herself to lodge a notice of intention to defend with the court. In summary, Ms Ligere's position was that she did not defend the action because of a mixture of poor understanding of what had been served on her due to language difficulties; an inability to find a solicitor, due in part to her health difficulties; and an inability, for the same reasons, to take steps herself to defend the action.

[26] Counsel for Ms Ligere submitted that following the request for an extension, Mr Ajid should not, through Ms Karlin, have minuted for decree; more should have been done when it was known that there was an outstanding request for Mr Ajid to disclose his assets, and no formal agreement had been reached regarding aliment for M. The sheriff should have been made aware that Ms Ligere had requested, but been denied, an extension.

Mr Ajid had acted opportunistically. Counsel referred to *Hafthorsdotir* v *Eyvindsson* [2025] CSOH 6, 2025 Fam LR 23 paras [16], [18] and [20]. In that case the husband's solicitor had known that there were outstanding financial issues to resolve and that the action was to be defended, but took advantage of the failure of the wife's solicitor to lodge a notice of intention to defend (a failure described by Lord Cubie as intelligible if not professionally impressive). In the circumstances of that case, Lord Cubie criticised the husband's solicitor for not having intimated to the wife's solicitor that he was minuting for decree, which he described as opportunistic. Lord Cubie had also observed that although the affidavits in that case were not untrue, on one view they omitted material information about the financial consequences of divorce. In considering the reasonableness of Ms Ligere not defending the action, account should also be taken of the misleading statement made by Ms Karlin about the bounce-back loan, and evidence given by Ms Ligere and Renata Ligere about abusive and bullying behaviour by Mr Ajid.

[27] Counsel for Mr Ajid submitted that the circumstances of the present case were very different from those in both *Jandoo* and *Hafthorsdottir.* In the former, as was apparent from para [20], the pursuer had failed to enter the divorce process because he was unaware that proceedings had been commenced, whereas Ms Ligere was not only fully aware of the proceedings but knew the timeframe for defending the action. In the latter, the wife could not be held responsible for what her agent had failed to do; she personally had done all she could reasonably be expected to do; whereas the blame in the present case fell at the defender's door. She knew what she had to do but did not do it. The fundamental error in Ms Ligere's whole approach was evident in her averment that a "responsible court practitioner...would not have minuted for decree while aware that an unrepresented defender wished to contest the proceedings". There was no code of conduct to which solicitors were subject which underpinned that averment. On the contrary, a responsible solicitor could not refuse to act on their client's instructions.

[28] Dealing with that last point first, I agree with counsel for the defender. There was no obligation on Ms Karlin not to minute for decree; indeed, she was professionally obliged to do so. That said, she might (having sought instructions) have intimated that she would not minute for decree by a particular date, so that Ms Ligere was aware of the grace period extended to her; but I agree that the circumstances here were vastly different from those in

Hafthorsdottir, where it was plain that the defender in that case did wish to make a claim for financial provision, that there were assets which justified a claim and that there were ongoing discussions, whereas none of those things could be said about the present case. I also disagree with counsel for the pursuer that there was a duty on Mr Ajid to disclose to the sheriff that Ms Ligere had requested but been denied an extension to the period of notice. Even if that had been disclosed, the sheriff would have been entitled, indeed, on one view bound, to consider a minute for decree presented in accordance with the sheriff court rules. The rules themselves are designed to ensure fairness to both parties and it is hard to see why a court should innovate upon the rules. Accordingly, I make no criticism of Mr Ajid, or of Ms Karlin, for the manner in which decree was obtained. As for the misinformation regarding the bounce-back loan debt, it is unfortunate that Ms Karlin should have made that statement, but that has no bearing on Ms Ligere's failure to defend the action.

[29] Nonetheless, I do accept that Ms Ligere was labouring under a mix of difficulties – language difficulties, illness and an inability to find a solicitor willing to act for her – and I can accept that she would have found it difficult to lodge a notice of intention to defend on her own behalf. Additionally, she might have made more efforts to find a solicitor after the turn of the year if she had been given notice that no minute for decree would be lodged until the end of January 2024. Accordingly, to an extent, she does have a reasonable excuse for not having defended the divorce action. The weight to be attached to that is something which I consider below.

Do the whole circumstances of the case justify reduction?

[30] As discussed above at paragraph [7], this is ultimately a question of balancing all relevant factors including the circumstances in which the original decree came to be granted,

and the utility of granting decree of reduction, which in this case is said to be that Ms Ligere will be able to pursue her claim for financial provision. In relation to that, it is relevant to have regard both to the likelihood of the claim succeeding, and the likely value of the claim. If there was significant matrimonial property at the relevant date, the principle of fair sharing would, absent any special circumstances pointing the other way, ordinarily lead to an equal division. A spouse who had received nothing in the way of financial provision, in a case where the matrimonial property was considerable, might find it relatively easy to demonstrate that the interests of justice required that she (or he) should be able to advance a claim, and the court might be more inclined in those circumstances to accept a relatively weak explanation as to why the first action had not been defended.

[31] Approaching the matter in that way, I have already found that Ms Ligere has, to an extent, a reasonable explanation for not having defended the divorce action. The question then becomes whether any financial claim she might have is such as to warrant reduction of the decree. I do not consider that it is. In the first place, she has not demonstrated that there was any significant matrimonial property at the date of separation (and that is the case whether the date of separation was 10 April 2021 or 4 October 2021 or indeed any other date in 2022). Second, even if that is wrong, she has already received, on her own account, at least £7,000 from Mr Ajid. There is no prospect on current information of her being awarded any further sum.

[32] Ms Ligere's position is that Mr Ajid has not made full disclosure of his assets and that there is a proverbial pot of gold available for division, if only it can be found. I have already found that Mr Ajid shows no signs of living a lavish lifestyle beyond his means. Of course that is not definitive, and it is possible that he may have assets in Pakistan. However, there is no visible indication of that. HMRC have not queried his tax returns. But the point

is that Ms Ligere has had ample opportunity within this action to seek to recover documentation from Mr Ajid but unreasonably (as I found) delayed in doing so. The only purpose of reducing the decree would be to afford her more time to seek to recover documents from Mr Ajid, but that would be an entirely speculative exercise. Looking at the matter more widely, more than 3 years have elapsed since Ms Ligere first requested full disclosure. Whatever difficulties she may have had, she has had ample opportunity since then to seek legal advice with a view to taking such steps as were considered appropriate to compel Mr Ajid to make full disclosure. She has not done so, and it is inappropriate, and not in the interests of justice, to afford her still more time to do so.

[33] Drawing all of the foregoing together, whether the law is as stated by me, or as agreed by the parties, the pursuer has failed to make out her case. I will sustain the defender's second and third pleas-in-law (but repel his first plea, directed towards reasonable excuse for not defending the action); repel the pursuer's pleas in law; and grant decree of absolvitor in favour of the defender. I will find no expenses due to or by either party, as the parties agreed irrespective of outcome.