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LITIGATION FRAMEWORK IN THE DIFC – THE LAST 365 DAYS

expert talk

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PREFACE

Last year, Singularity presented a comprehensive analysis of the innovative and emerging enforcement options available within the Dubai International Financial Centre (DIFC), with a particular focus on the implications of the DIFC's legal mechanisms for global enforcement and recovery strategies.

Over the past year, Dubai's judicial landscape has continued to evolve. This edition both updates and broadens that discussion, offering a detailed overview of the major developments and trends that have shaped the DIFC Courts' practice over the past 365 days. It traces key judgments, statutory amendments, and procedural innovations that have further consolidated the DIFC Courts' position as a leading commercial dispute resolution hub. Beyond reviewing the key developments of the past year, it also offers critical insights into their implications for users and practitioners of the DIFC's dispute-resolution framework.

We hope this edition serves not only as a record of the past year's progress but also as a practical guide for practitioners, academics, and institutions engaging with the DIFC Courts' ever-developing legal ecosystem.

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TABLE OF CONTENTS

LAWYERS OF TOMORROW

THE LAST 365 DAYS IN THE DIFC COURTS

I. INTRODUCTION

1. The DIFC stands at the forefront of Dubai's transformation into a global nexus for finance, innovation, and professional services. Over the last two decades, it has built an ecosystem that blends regulatory certainty with commercial agility – an equilibrium that has made it a model for emerging financial centres worldwide. Today, the DIFC is home to more than 8,000 active registered companies, and its banks and capital market institutions manage approximately US$ 240 billion in assets.[i] With Dubai ranked 11th globally in the *Global Financial Centres Index 2025*,[ii] the DIFC continues to cement Dubai's reputation as a leading centre of international commerce.

2. At the same time, the DIFC Courts continue to anchor themselves at the intersection of modern dispute resolution. The DIFC Courts have not only kept pace with global judicial standards but have also actively defined new benchmarks for procedural innovation and cross-border enforcement. The past 365 days reflect a jurisdiction in motion, marked by legislative reform, evolving jurisprudence, and visible maturity in advocacy and judicial reasoning. The momentum is mirrored in performance, with case values exceeding AED 17.5 billion (as of October 2025), underscoring the Courts' growing global relevance and user confidence.[iii]

3. The DIFC Courts also saw a renewal of leadership. Justice Wayne Stewart Martin (formerly the Chief Justice of Western Australia) took over as Chief Justice of the DIFC Courts, marking a

seamless transition that combines continuity with a fresh, international perspective.[iv] Soon after, Justices Thomas Bathurst (Australia), Sapna Jhangiani KC (Singapore), and Roger Stewart KC (England and Wales) joined the bench, adding further depth of global experience and common law expertise.[v]

4. This edition of the *Litigation Framework in the DIFC - The Last 365 Days* by Singularity Legal builds on the foundations laid in earlier publications and comprises of a five-part series reflecting on the major developments and trends that have shaped the Courts' jurisprudence and practice over the past year.[vi] Together, these papers offer a forward-looking perspective on how legislative and judicial developments have reshaped litigation and arbitration practice in the DIFC and what they signal for practitioners, businesses, and other stakeholders engaging with one of the world's most dynamic commercial court systems.

5. In the paragraphs that follow, I walk through some of the key updates covered in this year's series, spanning legislative and institutional reforms, evolving jurisdictional boundaries, landmark enforcement decisions, and the Courts' growing body of jurisprudence on remedies and judicial conduct, each reflecting the DIFC's steady evolution as a mature and globally oriented judicial forum.

II. THE LEGAL ARCHITECTURE: NEW LAWS AND INSTITUTIONAL REFORMS

6. The past year's legislative and institutional reforms mark more than procedural evolution. They signal a conscious recalibration of the DIFC Courts' role within Dubai's broader judicial landscape.

Each reform, from statutory codification to digital modernisation, reflects a system aimed at embedding clarity, accessibility, and innovation at every level of its operation.

7. Perhaps the most defining development of the year has been the enactment of the New Judicial Authority Law (Law No. 2 of 2025) ("New JAL") – a piece of legislation that redefined the very architecture of the DIFC judicial system. Over the years, the Courts have been celebrated for their agility and pragmatic approach. The New JAL takes that accumulated judicial wisdom and commits it to statute. It expands the jurisdictional gateways that have long anchored the DIFC's international reach and, importantly, in Article 14(7), retains and broadens the "any written law" gateway, now extending to legislation in force across Dubai and to international treaties to which the UAE is a party.[vii] Equally significant is the revamped enforcement framework, which introduces the role of the Enforcement Judge[viii] and consolidates all enforceable instruments within a single concept – the Enforcement Writ.[ix] These are not just cosmetic changes; they speak of a maturing system that is as focused on clarity and coherence as it is on efficiency. These reforms are discussed in detail along with their structural implications in the chapter titled *"JAL 2.0 – The DIFC Courts Reboot."*

8. Complementing these reforms is the launch of the DIFC Courts' Mediation Centre, a new forum designed to give parties a structured and cost-effective path to settlement before entering litigation.[x] The Mediation Centre aligns with international best practice, providing a confidential and court-supervised environment for mediation. Under the New JAL, signed settlement agreements

approved by the Mediation Centre and the settlement agreements ratified by the DIFC Courts in the course of proceedings are recognised as Enforcement Writs.[xi] The initiative reinforces the DIFC's role as a holistic dispute-resolution hub – one that values resolution as much as adjudication and continues to evolve toward a more efficient, settlement-oriented judicial framework.

9. Running parallel to these reforms is the introduction of Practice Direction 1 of 2025 – Access to Justice in Employment Disputes, which reflects the same institutional philosophy: that a modern court must be accessible and proportionate. It takes aim at some long-standing disincentives that made employment litigation in the DIFC daunting for individuals – the risk of adverse costs, the public nature of hearings, and non-anonymised judgments, which raised concerns about the future employability of the employees involved in the proceedings. The new PD changes that dynamic. It introduces a default rule that each party bears its own costs, allows proceedings to be conducted in private by default, and provides for anonymised judgments. The balance is carefully drawn: employees are spared the chilling effect of potential costs orders, while employers still have limited grounds to recover costs, where justified. The shift may not satisfy every purist of open justice, but it recognises the human reality of employment disputes in a close-knit jurisdiction like the DIFC. Above all, it's a practical reform – one that lowers barriers to access and reflects a court that is willing to evolve with the community it serves.[xii]

10. This growing commitment to accessibility is also reflected in the DIFC's litigation-funding landscape. The recent successful conclusion of a funded claim ([2023] CFI 081) backed by Lexolent

Litigation Fund I SP ACH[xiii] underscores how funding mechanisms can expand access to justice while operating within the DIFC's transparent ethical regime.

11. Even as the DIFC continues to strengthen its legal infrastructure, it has not lost sight of innovation. In a forward-looking step, the DIFC Courts have rolled out an AI-enabled Case Management System, equipped with an intelligent conversational assistant designed to modernise legal workflows and improve access to case data.[xiv] This emphasis on technology is further reflected in the Courts' expanding suite of digital services. At *GITEX Global 2024,* the DIFC Courts launched the "Digital Assets Will", empowering individuals to distribute their digital holdings, including ETH, BTC, MATIC, USDC, and USDT, through a secure, non-custodial DIFC Courts wallet. The platform allows users to reallocate assets freely during their lifetime, with final distributions made as specific gifts.[xv] These digital wills can also be stored within *Tejouri.*[xvi]

12. Building on this digital trajectory, the DIFC Courts have also launched a Notary Service, providing three options for users – an automated self-service, a live virtual system, and an in-person service. The service will notarise English language documents only and is the first-of-its-kind service in the UAE.[xvii]

III. PUSHING BOUNDARIES: JURISPRUDENTIAL DEVELOPMENTS IN THE DIFC

13. Alongside structural reforms, the DIFC Courts' jurisprudence over the past year has continued to test and refine the boundaries of their jurisdiction. The resulting body of case law, spanning issues

of conflict of laws, inter-court comity, and the limits of sovereign and judicial power, illustrates a maturing court system increasingly confident in balancing autonomy with cooperation across jurisdictions.

14. A key example of this evolution came in *Korek Telecom,*[xviii] where the DIFC Court of Appeal formally recognised that the Act of State ("AOS") doctrine forms part of the DIFC law. Building on the decisions in *Fal Oil v SEWA*[xix] and *Pearl Petroleum,*[xx] which had confirmed that sovereign immunity was part of the DIFC law through English common law principles, the Court affirmed that the AOS doctrine likewise applies within the DIFC. The Court applied the doctrine in a manner consistent with international public policy and the pro-enforcement ethos of the DIFC Arbitration Law, holding that the doctrine could not shield corrupt conduct from scrutiny. In doing so, the Court drew on the U.S. law derived *Kirkpatrick* exception, not because of its origin but because of its conceptual coherence and normative fit with the UAE public policy and the DIFC's institutional role. Importantly, the Court foreshadowed the operation of the 2024 amendment to the DIFC Application Law that expands the DIFC's reference point from English to transnational common law. While not applicable retrospectively, the Court recognised its significance as signalling a decisive shift from derivative reliance on English law toward the development of a comparative, homegrown common law framework. The chapter titled "*The Act of State Doctrine and the DIFC's Turn Toward Transnational Common Law*," explores this decision in detail, which marks a pivotal moment in defining how international doctrines will evolve within the DIFC's distinct legal identity.

15. This growing jurisprudential maturity is equally visible in cases testing the interface between the DIFC and onshore courts, where issues of concurrent jurisdiction and comity have continued to evolve. The chapter titled *"Untangling Conflict between DIFC and Onshore Courts"*, discusses how Dubai's move from the old Joint Judicial Committee ("JJC") to the new Conflict of Jurisdictions Tribunal ("CJT") has changed the playbook. No more automatic stays on a mere referral; the CJT first decides competence and works to 30-day timelines, with decisions that now operate as binding precedent across both court systems – a notable shift toward coherence in a mixed civil/common-law environment. Its remit is broader than the JJC, and early outcomes show a more balanced, supervisory-seat-first approach: DIFC, where the seat is DIFC; Dubai, where the seat is Dubai; and no "conflict" just because parties pursue parallel enforcement of the same judgment. The CJT has also affirmed that the DIFC Courts can grant supportive interim relief (*e.g.*, freezing orders) for non-DIFC-seated arbitrations without straying into the merits.

16. Running alongside, Article 14(C) of the New JAL now codifies comity inside the DIFC's own statute: even where a gateway is satisfied, the Court may step back if there's an agreed forum or a final onshore judgment capable of execution in the DIFC (see, *Union Insurance v IPMR*).[xxi] But that restraint is not a surrender of inherent tools: the DIFC Court of Appeal has stressed that CJT references are for genuine, same-parties/same-subject conflicts, while observing that mere reference to CJT does not preclude the DIFC Courts' ability to issue anti-suit or other protective orders where appropriate.[xxii] Net effect: a steadier equilibrium – coordination when duplication looms, assertion when party

autonomy or the supervisory seat demands it.

17. That same spirit of interpretive clarity was also evident in *Ashok Amir Chand v Zurich International,*[xxiii] wherein the claimant tried to anchor the dispute in the DIFC by pointing to a clause saying that the company submitted to the *"non-exclusive jurisdiction of any competent legal authority in the UAE".* The defendant pushed back, arguing that this wording did not go far enough to bring the case within the DIFC's reach. The Court took a step back and looked at earlier decisions like *Investment Group*[xxiv] and *Goel v Credit Suisse,*[xxv] where phrases such as "Courts of the UAE" had been read broadly enough to include the DIFC Courts. But it drew an important distinction here – the clause used the words *"competent legal authority"*, which, the Court held, denotes a court that already has jurisdiction under the law, not one that becomes competent just because the parties say so. However, since the DIFC gateways were not met, the Court dismissed the claim for want of jurisdiction.

18. A similar sense of jurisdictional precision came in *Oswin v Otila,*[xxvi] the DIFC Court held that the law of the seat governs the arbitration agreement, not the governing law of the underlying contract — a position also reflected in the amended English Arbitration Act. The joint venture agreement in question provided for arbitration under the DIFC-LCIA Rules with the seat in the DIFC, while another clause conferred exclusive jurisdiction on the Abu Dhabi Courts. The Court held that DIFC law governed the arbitration agreement and that choosing the DIFC as the seat allows the DIFC Courts to exercise it supervisory and interim jurisdiction. Importantly, it found that the Abu Dhabi clause, being

expressly "subject to" the arbitration provisions, did not oust those powers.

IV. TURNING POINTS IN ENFORCEMENT: KEY DECISIONS FROM THE YEAR

19. The DIFC Courts are widely recognised for their robust pro-enforcement stance, supporting both foreign and domestic judgments and awards. In particular, the past year has seen considerable expansion in the DIFC Courts' enforcement jurisprudence. These are welcome developments and cement the international commercial character of the DIFC Courts in the region and globally.

20. In keeping up with its reputation as an arbitration-friendly jurisdiction, the DIFC has dismissed attempts to set aside DIFC-issued recognition orders made in respect of foreign-seated arbitral awards. In an unpublished decision issued in *Naqid v Najam,*[xxvii] the CFI held that an award issued by an India-seated tribunal was executable in the DIFC on the basis of the India-UAE Judicial Cooperation Agreement for the mutual recognition and enforcement of judgments and awards. The CFI refused to set aside the recognition and enforcement order previously granted, despite the defendant's insistence that such an order contravened Article 44 of the DIFC Arbitration Law. In doing so, the CFI confirmed that the defendant could only rely on set-aside grounds contained in the India-UAE Judicial Cooperation Agreement, and not on the DIFC Arbitration Law, following Article 24(2) of the DIFC Court Law No. 10 of 2004 ("Old Court Law"), which required the CFI to comply with the terms of applicable treaties entered into between the UAE and other foreign states.

21. The DIFC Courts' pro-enforcement instincts were also on display in *Standard Chartered PLC v Standard Chartered Bank,*[xxviii] a decision by Deputy Chief Justice Ali Al Madhani that has quietly reshaped how recognition and enforcement actions begin in the DIFC. Traditionally, parties would commence with a Part 7 or Part 8 claim before seeking any enforcement order. But in this case, the Court took a more pragmatic path. Referring to earlier unreported rulings by former Chief Justice Hwang and Justice Wayne Martin, Justice Al Madhani confirmed that a foreign disclosure order issued under Article 31(4) of the New JAL could be recognised and enforced directly under Part 45 of the DIFC Rules as an ENF claim, without the extra procedural layers. The decision might seem technical, but its message is clear: the DIFC is prepared to prioritise substance over form when it comes to enforcement. It is another example of a court system that understands the urgency of commercial reality – and is willing to adapt its procedures to meet it.

22. In the same pro-enforcement vein, *Oaklen v Obadiah*[xxix] turned the spotlight on how far the DIFC Courts are willing to go to make sure judgments are not only won, but actually enforced. The case raised a fascinating question – could the Courts compel foreign officers of a corporate judgment debtor to come before them under RDC Part 50 for an Examination of Judgment Debtor ("EJD")? The officers pushed back, pointing to *Masri v Consolidated Contractors*[xxx] in the UK and the ADGM's *Rosewood Hotel v Skelmore Hospitality,*[xxxi] both of which suggested such powers should stop at the jurisdiction's borders. The DIFC Court took a different view. It found that the only thing that truly matters is whether the person qualifies as an *"officer"* under

RDC 50.2(2)[xxxii] – not where they happen to live. It was a characteristically practical, pro-enforcement decision that reaffirmed the DIFC's global outlook. But the story is not over yet. A renewed application for permission to appeal was granted in July, with the Court of Appeal deciding that recent guidance from the highest court in England and Wales makes this a question worth revisiting.[xxxiii] For now, the EJD order against one of the officers has been paused – but whichever way the appeal goes, the case has already cemented the DIFC's willingness to test the limits in aid of enforcement.

V. SHAPING REMEDIES AND JURISDICTIONAL STANDARDS

23. The DIFC Courts have consistently affirmed their strong jurisdiction to grant interim and final measures. As discussed in *"The Evolving Landscape of Freestanding Injunctions in the DIFC"*, this year's jurisprudence has been particularly significant in clarifying the contours of that jurisdiction, primarily in the context of freezing orders. What began as an ominous restriction of the DIFC Courts' powers to issue injunctions in support of an anticipated foreign judgment without a demonstrated nexus to the DIFC in *Sandra Holding v Fawzi Musaed Al Saleh*[xxxiv] was soon corrected by *Carmon v Cuenda,*[xxxv] which overruled *Sandra Holding* and restored the Courts' wider injunctive reach. This trajectory was later reinforced through the enactment of the promulgation of the New JAL and the recent pronouncements in *Trafigura v Gupta*[xxxvi] and *Techteryx Ltd v Aria Commodities DMCC,*[xxxvii] which confirmed that asset-preservation relief may be granted where the foreign judgment is potentially enforceable in the DIFC. Yet the momentum met a moment of judicial restraint in the unpublished *Nashrah* decision, where the Court of Appeal declined to extend

its freestanding jurisdiction to anti-suit injunctions in aid of foreign proceedings. The Court distinguished between asset-protection measures seen as ancillary to enforcement, and anti-suit injunctions, which it characterised as interferences with another forum's jurisdiction. This reasoning may sit uneasily – an anti-suit injunction protecting a potential arbitral award, arguably serves the same enforcement-supportive function as a freezing order by safeguarding the integrity of the adjudicatory process. Nevertheless, this step back, following a series of expansive decisions, highlights the Court's deliberate calibration between innovation and restraint.

24. The Court's innovation, however, is matched by a strict insistence on procedural discipline. In *EFG (Middle East) Ltd v Marj Holding Ltd,*[xxxviii] the CFI set aside a worldwide freezing order ("WFO") on the basis that it was obtained by material non-disclosure, including a failure to highlight potential jurisdictional difficulties to the CFI, and because it was not sought in the standard form provided for under DIFC law. The omission of a business-expenses carve-out and the absence of a bank guarantee proved to be decisive. The CFI found these procedural failures in procuring the WFO far outweighed the substantive merit of such relief and refused its re-imposition. Despite the dismissal of the WFO, the CFI remained cognisant that the defendant's failure to provide information as required under the WFO was deliberate and amounted to contempt of the CFI's order. Even in circumstances where the underlying order was ultimately set aside, the CFI nonetheless found a non-compliant defendant guilty of contempt and fined him accordingly. The judgment serves as a reminder that the DIFC Courts' expansive injunctive jurisdiction

operates hand-in-hand with a demand for candour and precision.

25. In *Innovative Production v Innovation Factory Royal,*[xxxix] the DIFC Court reinforced the importance of procedural discipline under the RDC. The defendant had filed its Acknowledgement of Service well beyond the 14-day deadline without seeking an extension, and the Court made clear that such timelines are not optional. Non-compliance can invalidate subsequent applications. Yet, even as it dismissed the jurisdiction challenge on procedural grounds, the Court went on to consider the merits. It held that the DIFC Courts did have jurisdiction under Article 14(B) of the New JAL, finding that the governing law clause, which provided for DIFC law, reflected the parties' clear and express intention to submit disputes to the DIFC Courts.

26. This balance between flexibility and rigour also defines the Courts' approach to contractual remedies. In *7Ci Technologies,*[xl] Justice Sir Jeremy Cooke took a firm yet pragmatic view on compensation, awarding not only statutory interest under the DIFC Law of Damages and Remedies but also *"additional damages"* under Article 17(3), a rarely invoked provision allowing recovery for foreseeable losses beyond simple interest. The Court held that the defendant's sustained non-payment caused measurable harm beyond ordinary delay, reinforcing the principle that contractual obligations in the DIFC are to be meaningfully enforced, not merely acknowledged.

27. Another example of the DIFC Courts' pragmatic approach to global enforcement and their refusal to let procedural boundaries get in the way of substance came in *SKAT v FFA Bank.*[xli] Decided

under the Old Court Law, the case involved an application by Denmark's tax authority for Norwich Pharmacal relief against a DIFC-based bank to trace funds linked to fraud perpetrated on the SKAT. The bank tried to argue based on English law that such orders could not be made in support of proceedings outside the UK and that any assistance should be sought through formal judicial channels under the UK–UAE Treaty on Judicial Assistance. The Court took a different view. It held that the Courts' power is entirely statutory – grounded in RDC 30.65 r/w Articles 32 and 34 of the DIFC Courts Law and Article 38 of the Law of Damages and Remedies and not borrowed from English law. On that basis, it granted the disclosure order, underscoring the DIFC's willingness to step in where justice and cross-border cooperation demand it.

28. In the past year, the DIFC has quietly built one of the most coherent legal infrastructures for digital assets anywhere in the region. It began with the DIFC Court of Appeal's landmark decision in *Huobi v Tabarak,*[xlii] where the Court confirmed that cryptocurrencies such as Bitcoin are a form of legal property capable of being owned, transferred, and held in custody like any other asset. Drawing heavily on the UK Law Commission's *Digital Assets: Final Report,* the Court endorsed the view that digital assets represent a "third class" of property – neither a thing in possession nor a thing in action – thereby bringing blockchain-based assets within the scope of the DIFC's Personal Property Law and Law of Obligations.

29. That recognition soon found statutory footing in the DIFC Digital Assets Law 2024 (Law No. 2 of 2024),[xliii] which expressly defines digital assets as intangible property, clarifies the concept

of "control" as the functional equivalent of possession, and allows such assets to be the subject of security, recovery, and enforcement actions. The shift is more than definitional: it bridges the once-perceived gap between the code and the law. The same traditional reliefs of injunctions, tracing orders, proprietary claims, or execution against assets, can now be pursued in respect of digital holdings, regardless of where the underlying blockchain data is located.

30. These developments are in line with the other DIFC Courts' development in the digital sphere. In 2021, the Digital Economy Court was established. A specialist division within the DIFC Courts was created to handle disputes arising out of cutting-edge technologies such as blockchain, fintech, and AI. Its dedicated procedural framework, set out under Part 58 of the RDC, introduces streamlined mechanisms for managing complex, tech-related disputes, allowing cases to be handled by judges and experts familiar with the digital economy.[xliv]

31. The DIFC Digital Economy Court in *Techteryx*[xlv] issued its first WFO involving reserves backing a US dollar-pegged stablecoin, under the New JAL. The order illustrates that digital assets are now not only recognised as property in principle but also protected through the same equitable and enforcement remedies long available for traditional assets. What was once a question of technological uncertainty is fast becoming a question of procedural strategy: whether to litigate or enforce in the DIFC may soon be less about jurisdictional convenience and more about accessing a court system expressly built to bridge digital markets with enforceable rights in the real world.

32. The DIFC's engagement with blockchain is not new. As far back as 2018, the DIFC Courts partnered with Smart Dubai to launch the world's first Court of the Blockchain. An initiative aimed at using distributed ledger technology to verify and share court judgments for cross-border enforcement. That early vision of a more connected, transparent, and technology-enabled judicial ecosystem has steadily evolved into the DIFC's current digital asset framework, which now sits at the forefront of legal innovation in the region.[xlvi]

VI. CHARTING THE ROAD AHEAD

33. The trajectory is unmistakable: the DIFC Courts are shaping not just the future of dispute resolution in Dubai, but a new paradigm for cross-border commercial justice. The chapters that follow examine how each reform – legislative, procedural, and technological – which contributes to that broader vision of a judiciary built for the digital and global economy.

34. The first Insight *"JAL 2.0: The DIFC Courts Reboot"* discusses the new phase of the DIFC Courts' evolution with the enactment of the long-awaited and widely discussed New JAL. It codifies well-established judicial practices while introducing notable reforms aimed at strengthening the Courts' institutional coherence and international legitimacy. This paper provides an overview of the key developments with particular focus on its structural reforms, jurisdictional clarifications, and their implications for enforcement and dispute resolution strategies within and beyond the DIFC.

35. The second Insight *"The Act of State Doctrine and the DIFC's*

Turn Toward Transnational Common Law" examines the DIFC Court of Appeal's landmark decision in *Korek Telecom v Iraq Telecom*, which affirmed that the AOS doctrine formed part of DIFC law. In recontextualising the AOS doctrine to normatively fit with the DIFC's status as an international court, the decision positions the DIFC as a transitional and integrative common law jurisdiction. Although the Court held that the 2024 amendment to the DIFC Application Law (broadening the applicable sources of law from the laws of England and Wales to common law in general) did not apply retrospectively, its reasoning underscored the DIFC's evolution from derivative reliance on English law to the development of its own common law – one that draws from global jurisprudence while aligning with the UAE public policy.

36. The third Insight "*The Evolving Landscape of Freestanding Injunctions in the DIFC*" explores the pivotal developments that have framed the DIFC Courts' injunctive landscape over the past year. The DIFC Courts have now determined that the decision in *Sandra Holding v Al Saleh* was overruled in *Carmon v Cuenda*, which confirmed that the DIFC Courts had the power to issue freezing orders in support of pending foreign proceedings. This found statutory recognition in the New JAL. In recent decisions – *Trafigura v Gupta* and *Techteryx v Aria Commodities* – the DIFC Courts affirmed that Article 15(4) of the New JAL permits the issuance of "*suitable precautionary measures*" to protect the integrity of an anticipated award or judgment enforceable within the DIFC. Nevertheless, questions of jurisdictional importance are rarely straightforward. The DIFC Courts' recent decision in *Nashrah v Najem & Nex* (although in the context of the earlier Old Court Law)" signals judicial hesitation to extend freestanding

jurisdiction beyond asset-preservation measures ancillary to the DIFC Courts' enforcement jurisdiction.

37. The fourth Insight "*Untangling Conflict between DIFC and Onshore Courts*" traces how Dubai's dual-court system progressed toward judicial comity and coordination over the past year. A key step in transforming the jurisdictional conflict mechanism was the replacement of the JJC with the CJT. The tribunal's early decisions already reflect a balanced approach, reconciling jurisdictional conflict with judicial restraint, and even confirming the DIFC Courts' authority to grant protective measures in support of onshore proceedings. Complementing this institutional reform, Article 14(C) of the New JAL codifies judicial comity by empowering the DIFC Courts to decline jurisdiction where another UAE court has issued a final, enforceable judgment. This was applied for the first time in long-running litigation in *Union Insurance v IPMR,* where the DIFC Court granted an indefinite stay in deference to an onshore Sharjah judgment, despite having previously confirmed its own jurisdiction over the same dispute. Together, these developments reflect a judicial system increasingly defined not by conflict, but by coordination and comity.

References:

[i] Dubai advances position as Middle East, Africa and South Asia's leading global financial centre (20 October 2025) (see here)

[ii] GFCI Ranking 38th Edition (see here)

[iii] Dubai advances position as Middle East, Africa and South Asia's leading global financial centre (20 October 2025) (see here)

[iv] Decree No. 58 of 2024 (see here)

[v] Issuance of Decree No. 59 of 2024 – Govt. of Dubai, Media Office (1 October 2024) (see here)

[vi] See, Singularity's Insights here, and specifically the predecessor to this book titled "Litigation Framework in the DIFC and its implications for global enforcement and recovery strategies" (see here)

[vii] Article 14(7), New JAL

[viii] Article 29, New JAL

[ix] Article 30, New JAL

[x] Article 13, New JAL; Launch of the DIFC Court's Mediation Service Centre (see here)

[xi] Article 30(B) (4) & (5), New JAL

[xii] Practice Direction No. 1 of 2025: Access to Justice in Employment Disputes (9 October 2025) (see here)

[xiii] The first litigation fund to be based out of UAE

[xiv] DIFC Courts 2024 Statistics, at p.17 (see here); Accubits: Legal AI Agent for DIFC Courts (see here)

[xv] DIFC Courts launches Digital Assets Will (15 October 2024) (see here)

[xvi] The DIFC Courts' cloud-based digital vault launched in 2022, which uses Distributed Ledger Technology to preserve confidentiality and ensure seamless transmission of data to designated beneficiaries under strict zero-knowledge privacy principles.

[xvii] DIFC Courts launches Notary Service (see here)

[xviii] *Korek Telecom Company LLC & Another v Iraq Telecom Limited* [2024] DIFC CA 016 (16 June 2025)

[xix] *FAL Oil Company v Sharjah Electricity and Water Authority* [2019] DIFC ENF 221 (16 February 2021)

[xx] *Pearl Petroleum Company Ltd v The Kurdistan Regional Government* [2017] DIFC ARB 003 (20 August 2017)

[xxi] *Union Insurance Company PJSC v International Precious Metals Refiners LLC* [2022] DIFC CFI 064 (12 May 2025)

[xxii] *Ivankovich v KJM Marine* [2024] DIFC CFI 068 (26 Mar 2025); *Nael v Niamh Bank* [2024] DIFC CA 015 (9 January 2025)

[xxiii] *Atul Ashok Amir Chand Dhawan v Zurich International Life Limited* [2025] DIFC CFI 019 (9 September 2025)

[xxiv] *Investment Group Private Limited v Standard Chartered Bank* [2015] DIFC CA 004 (19 November 2015)

[xxv] *Goel v Credit Suisse (Switzerland) Ltd* [2015] DIFC CA 002 (26 April 2021)

[xxvi] *Oswin v Otila & Ondray* [2025] DIFC ARB 032 (16 September 2025)

[xxvii] [2024] DIFC ARB 004 (24 December 2024). Singularity represented the successful award holder.

[xxviii] [2025] DIFC ENF 053

[xxix] *Oaklen v Obadiah and (1) Ozias (2) Ori (3) Octavio* [2023] DIFC ENF 269 (29 April 2025) *("Oaklen v Obadiah")*

[xxx] *Masri v Consolidated Contractors* (No. 4) [2010] 1 AC 90

[xxxi] *Rosewood Hotel Abu Dhabi LLC v Skelmore Hospitality Group Ltd.* [2020] ADGM CFI 002

[xxxii] As defined in the unreported decision of the Court of Appeal in *Oskar* [2024] DIFC CA 009, cited at [15], *Oaklen v Obadiah.*

[xxxiii] *(1) Ozias (2) Ori (3) Octavio v (1) Obadiah (2) Oaklen* [2023] DIFC CA 269 (1 July 2025)

[xxxiv] [54], Sandra Holding Ltd v Fawzi Musaed Al Saleh [2023] DIFC CA 003 (6 September 2023). The Insight titled "Obtaining

Worldwide Freezing Orders in the DIFC: Freestanding and in aid of Enforcement" examined the challenging implications of the Court of Appeal's decision in *Sandra Holding* which found that the DIFC Courts could not issue injunctions, specifically WFOs in support of an anticipated foreign judgment without a demonstrated nexus to the DIFC (see here).

[xxxv] [155], *Carmon Reestrutura-engenharia E Serviços Técnios Especiais, (Su) LDA v Antonio Joao Catete Lopes Cuenda* [2024] DIFC CA 003 (26 November 2024)

[xxxvi] *Trafigura Pte Ltd & Trafigura India Pte Ltd v Prateek Gupta & Ginni Gupta* [2025] DIFC CA 001 (22 September 2025)

[xxxvii] [2025] DIFC DEC 001 (unreported judgment); See ATCO, "Digital Economy Court's First Worldwide Freezing Order: Al Tamimi & Company secures landmark relief to protect digital asset reserves" (see here)

[xxxviii] [2025] DIFC CFI 029 (27 August 2025)

[xxxix] [2025] DIFC CFI 054 (15 October 2025)

[xl] [2025] DIFC CFI 003 (11 July 2025)

[xli] *SKATTEFORVALTNINGEN (the Danish Customs and Tax Administration) v FFA Private Bank (Dubai) Ltd.* [2024] DIFC CFI (25 July 2024)

[xlii] *Gate Mena DMCC (Formerly Known as Huobi OTC DMCC) and Anr. v Tabrak Investment Capital Limited* [2023] DIFC CA 002 (13 June 2024)

[xliii] DIFC Digital Assets Law (see here)

[xliv] DIFC RDC Part 58 (see here)

[xlv] [2025] DIFC DEC 001 (unreported judgment); See ATCO, "Digital Economy Court's First Worldwide Freezing Order: Al Tamimi & Company secures landmark relief to protect digital asset reserves" (see here)

[xlvi] Courts of the Future: Courts of the Blockchain (see here)

JAL 2.0: THE DIFC COURTS REBOOT

I. INTRODUCTION

1. The most consequential legal development in the DIFC over the past year has undoubtedly been the enactment of the Dubai International Financial Centre Courts Law No. 2 of 2025 ("New JAL"), issued on 10 March 2025. Long anticipated and widely discussed, the New JAL takes precedence over any conflicting provisions of the two foundational instruments – the DIFC Courts Law (Law No. 10 of 2004) ("Old Court Law") and the DIFC Judicial Authority Law (Law No. 12 of 2004) ("Old JAL"), until new superseding resolutions and regulations are issued.

2. While early speculation suggested sweeping changes (including rumours that the conduit jurisdiction might be abolished), the final text instead refines and integrates key provisions, unifying procedural and enforcement norms under a single legislative umbrella. It codifies well-established judicial practices while introducing notable reforms aimed at strengthening the Courts' institutional coherence and international legitimacy. For legal practitioners, litigants, and international stakeholders, the result is a more streamlined and transparent judicial structure – one that reflects the DIFC Courts' maturation as a globally respected commercial forum.

3. This chapter provides an overview of the key developments introduced under the New JAL, with particular focus on its structural reforms, jurisdictional clarifications, and their implications for enforcement and dispute resolution strategies within and beyond the DIFC.

II. JURISDICTION

4. Article 14 of the New JAL consolidates and expands the jurisdictional gateways previously set out in Article 5(A)(1) of the Old JAL. The purpose of this consolidation is to provide a clearer and more comprehensive statutory foundation for the DIFC Courts, aligning with judicial development. Some key developments are as follows:

(a) The "any written law" gateway, formerly contained in Article 5(A)(1)(e) of the Old JAL, has been retained and broadened under Article 14(7) of the New JAL. Whereas the earlier provision was limited to "DIFC Laws and DIFC Regulations," the new version also extends jurisdiction to any legislation in force in the Emirate of Dubai, and any international treaty or convention to which the UAE is a party or has acceded. This expansion effectively embeds the DIFC Courts within the broader legal fabric of Dubai and the UAE, reinforcing their function as an internationally aligned common law forum.

(b) Articles 14(5) and 14(6) of the New JAL explicitly confer jurisdiction on the DIFC Courts over the ratification or recognition of all arbitral awards (both domestic and foreign); and in aid of arbitration where there is a nexus with the DIFC, whether through the seat, place, or governing law. Under the previous regime, this jurisdiction was exercised through the residual "any written law" gateway. By codifying it explicitly, the New JAL closes interpretive gaps and reinforces the DIFC Courts' role as a hub for arbitration-related litigation and enforcement.

(c) Articles 14(A)(1) to (4) of the New JAL, which retain the jurisdictional gateways in Articles 5(A)(1)(a) to (d) of the Old JAL, expand the DIFC Courts' jurisdictional scope beyond general civil and commercial matters to expressly include employment-related claims; and trust instrument disputes. This codification ensures the DIFC Courts' continued appeal to private wealth, fiduciary, and professional service structures seeking a predictable legal environment within the UAE.

(d) Article 14(C) of the New JAL is a key addition granting the DIFC Courts' express discretion to decline jurisdiction in two defined scenarios: (i) where the matter (though within the DIFC Courts' jurisdiction) is subject to a written agreement conferring jurisdiction on another court; or (ii) where another court has already issued a final, enforceable judgment capable of execution within the DIFC. This statutory discretion codifies the principle of judicial comity with other courts. Especially in the context of the UAE's multi-layered system, where situations of conflict have been common, such a provision is designed to minimise conflict between parallel judicial processes and to foster procedural harmony between the DIFC Courts and the domestic courts of Dubai and the other Emirates. This provision was recently tested in *UIC v IPMR*,[i] where the DIFC Courts granted an indefinite stay after a Sharjah court had already ruled on the substantive merits. Analysing the objective of Article 14(C), the DIFC CFI held that conducting parallel proceedings would be duplicative and violative of the principle of comity between UAE courts. This development underscores the growing maturity of inter-court cooperation within the UAE's judicial framework.[ii]

5. Article 19 of the New JAL complements Article 14 by delineating the specific matters falling within the jurisdiction of the DIFC CFI, subject to the jurisdictional gateways set out in Article 14.

6. In the context of interim measures, the DIFC Courts often laboured to establish jurisdiction for freestanding interim relief by invoking the "any written law" gateway, interpreting DIFC laws and regulations to support applications connected to anticipated or foreign proceedings.[iii] Article 15 of the New JAL appears to now resolve this by introducing an entirely independent basis for this jurisdiction, including those in aid of foreign proceedings or foreign-seated arbitrations. Notably, unlike Article 19, Article 15 is not subject to the jurisdictional gateways set out in Article 14. This provision thus seems to represent a significant development, transforming what was previously a matter of judicial creativity into a legislative mandate. However, the scope and practical operation of this seemingly freestanding jurisdiction were recently the subject of debate and appeal in *Trafigura v Gupta*.[iv]

III. ENFORCEMENT AND EXECUTION

7. One of the most notable changes introduced by the New JAL is the complete revamp of the enforcement framework, set out in Articles 29 to 34. Under the Old JAL, Article 7 governed execution both within and outside Dubai.

8. **Enforcement Judge**: Under Article 29, the Enforcement Judge is to be appointed from among the DIFC Courts' judges by order of the Chief Justice. The Judge will supervise all enforcement matters, assisted by bailiffs and other designated officers. This creates a single point of judicial accountability for all enforcement proceedings within the DIFC.

9. Article 31 defines the wide jurisdiction of the Enforcement Judge, granting authority over the enforcement of local and foreign judgments and orders affixed with the executory formula, ratified arbitral awards, and orders of DIFC-seated tribunals. Most notably, Article 31(4) extends this jurisdiction to include interim measures issued by foreign courts, such as worldwide freezing orders ("WFOs").

10. This expanded approach was partly tested in *Trafigura v Gupta*,[v] although the underlying application was primarily for a freestanding freezing order in support of ongoing English proceedings. It appears that no ENF claim was made for the direct enforcement of the English WFOs obtained, and it is unclear whether the requisite executory formula had been affixed to those orders. where the applicant sought to enforce a foreign WFO under Article 31(4). The CFI, on an *ex parte* basis, first refused jurisdiction to grant a freestanding injunction, but then also considered the application on the assumption that it sought enforcement of the existing English orders. The CFI declined jurisdiction on the basis that enforcement under Article 31 of the New JAL required a DIFC nexus. On appeal, the decision was set aside with the observation that *"it would be surprising if the [New JAL] had the effect of contracting the jurisdiction and powers of the Court in this respect"*.[vi] After the return date, the Court of Appeal upheld the DIFC Courts' jurisdiction to issue a freestanding freezing order in support of foreign proceedings since this appears to have been the primary application by the applicant. However, the direct enforcement of foreign interlocutory orders under Article 31(4) remains to be tested.

11. A distinctive feature of the new framework is the power of the Enforcement Judge to stay enforcement for a specified period where the judgment debtor is impecunious, with the stay lifted once the inability ceases (Article 29). This discretionary power introduces a degree of equitable flexibility into the enforcement regime.

12. Article 34 provides that, subject to Article 14, decisions of the Enforcement Judge may be appealed *"directly to the Court of Appeal"* in accordance with the RDC. It remains unclear whether this eliminates the need for permission to appeal under RDC 44.5 or whether procedural amendments will follow to reconcile the two provisions.

13. As of this writing, no formal appointment of an Enforcement Judge has been publicly announced. Nevertheless, DIFC judges have been applying the New JAL's enforcement provisions in recent cases involving arbitral awards and court judgments, suggesting that they may be acting in the capacity of the Enforcement Judge pending formal notification.

14. **Enforcement Writ**: Under Article 7 of the Old JAL, limited enforcement to judgments, decisions, and orders rendered by the DIFC Courts, and arbitral awards ratified by the Court. By contrast, Article 30 of the New JAL provides that "*compulsory enforcement shall only be permissible under an Enforcement Writ.*"[vii] The Enforcement Writ is broadly defined to also include judgments, decisions, and orders of the DIFC Courts; arbitral awards (domestic and foreign) ratified by the DIFC Courts; certified documents; and settlement agreements either approved by the DIFC Mediation Centre or ratified by the DIFC Courts. The expansion aligns with the provision of the Singapore Convention

on Mediation. It also contains a catch-all category encompassing "*[o]ther documents to which any applicable law grants an enforcement status.*" This formulation marks a clear expansion from the Old JAL, consolidating all enforceable instruments within a single statutory concept. A format for an Enforcement Writ is anticipated in the RDC.

15. **Execution in Dubai:** Under Article 7(3) of the Old JAL, enforcement of DIFC judgments and ratified arbitral awards outside the Centre was routed through the competent entity in Dubai, with a simple directive that the merits were not to be reconsidered. The provision worked in practice but depended heavily on administrative cooperation between the DIFC and Dubai Courts.

16. Article 32 of the New JAL retains the same principle – that onshore execution shall not involve a review of the merits – but significantly strengthens the institutional framework. It requires the DIFC Enforcement Judge to seek the assistance of the Dubai enforcement judge, who must (i) execute in accordance with local procedures, (ii) keep the DIFC Enforcement Judge informed of all actions taken, and (iii) transfer collected funds to the DIFC Courts. This represents a shift from administrative coordination to judicially supervised inter-court cooperation, ensuring transparency, accountability, and consistency in cross-border enforcement within Dubai's dual-court system.

17. Article 29 of the New JAL further strengthens the enforcement regime by obliging all authorities and competent entities in Dubai to proceed with the enforcement of an Enforcement Writ "*by force, if so required.*"

18. **Part 45 Claim:** In a recent unreported decision, [2025] DIFC ENF 053, the Deputy Chief Justice confirmed that the DIFC Courts have jurisdiction to enforce a disclosure order issued by a foreign court under Article 31(4) of the New JAL. Significantly, he held that such enforcement need not be commenced by a Part 7 or Part 8 claim, but may be brought directly under Part 45 (ENF) of the RDC. This pragmatic interpretation illustrates the Courts' willingness to apply the New JAL flexibly to achieve its underlying objective of efficient enforcement.

IV. ADMINISTRATIVE AND OTHER REFORMS

19. Beyond the jurisdictional and enforcement reforms, the New JAL introduces a series of institutional and administrative refinements aimed at strengthening the DIFC Courts' governance framework. Many of these changes consolidate existing practice rather than create new powers, but together they reflect a maturing judicial system that is increasingly self-regulatory and policy-driven.

Institutional Reforms

20. **Mediation Centre:** Article 13 of the New JAL formally establishes a Mediation Centre to promote amicable resolution of disputes, marking an important institutional enhancement to the DIFC Courts' dispute resolution framework. The President of the DIFC Courts is empowered to determine its operational framework, functions, and procedures.

(a) Importantly, settlement agreements approved by the Mediation Centre now fall within the statutory definition of an "Enforcement Writ", granting them direct enforceability before the DIFC Courts (and Dubai). This integration of

mediation outcomes into the enforcement regime represents a major step toward embedding mediation as a mainstream dispute resolution tool within the DIFC's judicial architecture.

(b) Read together with the arbitration-friendly provisions of the New JAL, this reform positions mediation as a complementary mechanism within tiered dispute resolution clauses. Parties may now structure their contracts to include DIFC-based mediation as an intermediate step before arbitration or litigation, with the assurance that any resulting settlement can be swiftly and effectively enforced in the DIFC.

21. **DIFC Courts Affair Committee:** A new Courts Affairs Committee, chaired by the Chief Justice, is also established in Article 22 of the New JAL. Its mandate includes policy coordination, proposing and reviewing laws relating to the DIFC Courts, and consideration of matters referred by the President. It shall also exercise powers delegated by the Ruler or the President. This committee can operate alongside and take the assistance of existing advisory bodies such as the Court Users' Committee and the Rules Committee. The creation of this body indicates a more formalised governance structure and a growing emphasis on institutional self-review.

Judicial and Procedural Reforms

22. **Venue and Conduct of Proceedings**: While physical proceedings are ordinarily held within the DIFC, the Chief Justice is now expressly empowered under Article 4 of the New JAL to authorise hearings outside the DIFC. The Courts may also, at any stage, direct that proceedings (or any part of them) be conducted

elsewhere, while ensuring that DIFC laws, regulations, and rules continue to apply. Although this flexibility existed under the Old Court Law (subject to party consent), it is now clearly codified, providing practical adaptability for complex or cross-jurisdictional cases.

23. **Role and Powers of the Chief Justice:** Whereas under the previous laws the Chief Justice's authority was confined to procedural and administrative oversight, Article 10 of the New JAL expands this to include policy formation, draft law proposals, and public consultation. Read alongside the creation of the Courts Affairs Committee, these provisions formalise the Chief Justice's leadership in the governance and strategic development of the DIFC Courts, marking their transition from a procedural forum to an institution with policy autonomy and legislative influence.

24. **Appellate Court Composition**: Article 17(A) of the New JAL provides that in "exceptional cases", upon the decision of the Chief Justice, the Court of Appeal may consist of five-judge circuit rather than the usual three. The law also expressly allows dissenting opinions to be recorded in judgments, enhancing transparency and jurisprudential depth. While it remains to be seen what constitutes "exceptional", this mechanism could reduce the likelihood of conflicting appellate rulings.

25. **Small Claims Tribunal (SCT):** The New JAL formally incorporates the Small Claims Tribunal into the statutory composition of the DIFC Courts at Article 16, aligning the Court's structure with its current operational reality. Under the previous regime, the SCT operated as a procedural creation under the RDC and Practice Direction No. 1 of 2007. Its express inclusion under the New JAL reinforces its institutional legitimacy and ensures

continuity in the DIFC Courts' multi-tiered judicial framework. and provides legislative support for the Chief Justice's authority to determine its monetary threshold and procedural scope under Article 20. It further clarifies the hierarchy of appeals under Article 21.

26. **Judicial Immunity**: Article 39 of the New JAL formally codifies judicial independence and immunity. It provides that judges *"shall not be liable for any act or omission in the performance of their duties,"* except as permitted. This replaces the previously implied protection under the Old Court Law.

27. **Appointment of assessors, receivers, and provisional liquidators**: Article 24 of the New JAL removes the requirement for assessors to take an oath before commencing duties, and extends the authority to appoint receivers and provisional liquidators to any DIFC Court, rather than limiting it to the CFI. This amendment provides procedural efficiency, especially in insolvency and enforcement contexts.

28. **Legal interest**: Article 9 of the New JAL clarifies that all judgments of the DIFC Courts may accrue legal interest, harmonising the statute with existing practice under Practice Direction No. 4 of 2017, which sets a 9% simple interest rate from the date of judgment. Under Article 39 of the Old Court Law, this applied only to damages-related awards; the clarification ensures consistency across all monetary judgments.

Substantive and Ancillary Provisions

29. **Contempt:** The contempt regime has been significantly reinforced under Article 35 of the New JAL, which now codifies a

detailed framework identifying six specific instances of contempt. Each of these attracts a mandatory fine, in addition to any other penalties prescribed under applicable legislation. This marks a shift from the previous regime, under Article 43 of the Old Court Law, where the DIFC Courts exercised discretionary powers to make orders which may include the imposition of fines. In addition to the mandatory fine, the Courts remain empowered to take such additional measures as necessary to ensure the administration of justice, or to refer matters to the Attorney General of Dubai where appropriate.

30. **Applicable law**: The New JAL marks a quiet but significant recalibration of the DIFC Courts' conflict-of-laws regime. Under Article 6 of the Old JAL, the Courts were obliged to apply DIFC law unless the parties had chosen another governing law, and even then, that choice was subject to public policy and morality limitations. Article 23 of the New JAL removes this qualification, granting parties unrestricted autonomy to select the governing law of their contracts, and separating the choice-of-law analysis from public-policy review, which typically arises at the enforcement stage.

V. CONCLUSION

31. The New JAL represents a phase of consolidation rather than upheaval. It codifies established judicial practice while introducing targeted reforms, particularly in enforcement, jurisdiction, and institutional governance, that strengthen the DIFC Courts' coherence and autonomy.

32. However, the practical operation of several provisions remains to be tested. Corresponding amendments to the RDC and the

notification of the Enforcement Judge will be essential to operationalise the new enforcement regime. Likewise, judicial interpretation will be required for matters such as defining the contours of the Enforcement Judge's powers and the scope of Article 15. The coming year will therefore be critical in determining how seamlessly the New JAL translates from legislative promise into procedural practice.

References:

[i] *Union Insurance Company PJSC v International Precious Metals Refiners LLC* [2022] DIFC CFI 064

[ii] We further examine the Court's approach to conflicts between the Dubai and DIFC Courts in an upcoming paper.

[iii] *Carmon v Cuenda* [2024] DIFC CA 003 (26 November 2024); *(1) Lateef & Anr v Liela & Anr* [2020] ARB 017 (13 December 2021); *Jones and Ors v Jones* [2022] CFI 043 (14 September 2022); *U.S. SEC v Wintercap SA & Ors* [2019] CFI 003 (20 December 2020)

[iv] *Nadil v Nameer*, DIFC CFI (1 April 2025); *Nadil v Nameer* DIFC CA (13 June 2025); *Trafigura Pte Ltd. & Anr. v Prateek & Ginni Gupta* [2025] DIFC CA 001 (22 September 2025)

[v] *Trafigura Pte Ltd. & Anr v Prateek & Ginni Gupta* [2025] DIFC CA 001 (22 September 2025)

[vi] A DIFC nexus requirement would undermine the DIFC Court's long-standing role as a conduit jurisdiction, a concept that has been central to the enforcement framework. Last year, we discussed DIFC Court's role as a conduit extending not only to the UAE but also to the wider Middle East region (see here).

[vii] The precise meaning of *"compulsory enforcement,"* and how it differs from other forms of enforcement, remains unclear.

THE ACT OF STATE DOCTRINE AND THE DIFC'S TURN TOWARD TRANSNATIONAL COMMON LAW

I. INTRODUCTION

1. Last year, Singularity wrote on enforcing against sovereigns in the DIFC, where we examined the contours of sovereign immunity as applied by the DIFC Courts, analysing the seminal decisions in *Pearl Petroleum v KRG* and *Fal Oil v SEWA*.[i] That paper explored how the DIFC's hybrid legal framework, a fusion of statutory provisions and common law principles, accommodates common law doctrines such as sovereign immunity. We also discussed the possibility of importing principles from other common law jurisdictions, particularly the United States, to address challenges in enforcing against indirectly held sovereign assets and state-owned entities.

2. In a landmark decision in *Korek Telecom Company LLC v Iraq Telecom Limited ("Korek Telecom")* [ii] this year, the DIFC Court of Appeal ("CA") revisited the DIFC Application Law,[iii] the statute that determines what body of law applies in the DIFC, while assessing whether the Act of State ("AOS") doctrine forms part of DIFC law, and if so, in what manner. While sovereign immunity shields foreign states from being sued in foreign courts without their consent, the AOS doctrine raises a distinct question: how far domestic courts can inquire into the validity of a foreign state's acts within its own territory. The doctrine has long occupied an uneasy space between judicial comity, public policy, and separation of powers, and its contours (like those of sovereign immunity) vary across common law jurisdictions.

3. In *Korek Telecom*, the CA confirmed that the AOS doctrine forms part of DIFC law while upholding a US$ 1.6 billion ICC arbitral award in favour of Iraq Telecom Limited. The Court held that the doctrine did not prevent the recognition or enforcement of arbitral awards in the absence of a direct challenge to the sovereign acts of foreign state regulators themselves. Importantly, although the 2024 amendment to the DIFC Application Law (broadening the applicable sources of law from the laws of England and Wales to common law in general) did not apply retrospectively, the Court acknowledged its prospective significance. Read together, the judgment and the amendment mark a turning point in the DIFC's jurisprudential evolution toward a transnational common law framework, within which doctrines such as the AOS doctrine will continue to develop.

II. THE *KOREK TELECOM* CASE

4. The dispute arose between Korek Telecom Company LLC ("Korek") and Iraq Telecom Limited ("Iraq Telecom") over Iraq Telecom's investment in Korek and the regulatory decisions of the Iraqi Communications and Media Commission ("CMC") that affected that investment. It stemmed from a joint venture between Iraq Telecom and Korek, established to operate one of Iraq's national telecom licences. In 2014, the CMC issued a decision reversing an earlier approval of Iraq Telecom's investment, effectively transferring control of Korek back to its local shareholders. Iraq Telecom alleged that this outcome had been engineered through corrupt and unlawful conduct by Korek and its principals, aimed at inducing the CMC to revoke its prior approval. The dispute was submitted to arbitration under the ICC Rules, seated in the DIFC, with the governing law being Iraqi law.

5. During the arbitration, Korek invoked the AOS doctrine, arguing that the tribunal could not inquire into the validity of the CMC's sovereign decision without violating that doctrine. The tribunal rejected this argument, relying on the U.S. law derived *Kirkpatrick* exception, which limits the doctrine's reach where the tribunal can determine liability by examining the facts of a foreign state's act without ruling on the validity of such act.[iv]

6. In its Award dated 20 March 2023, the tribunal found Korek liable for participating in an unlawful means conspiracy to corruptly procure the CMC's decision, concluding that the actions of Korek's principals caused Iraq Telecom substantial loss. The tribunal awarded damages exceeding US$ 1.6 billion in favour of Iraq Telecom.

7. Following the Award, Korek applied to the DIFC Court of First Instance ("CFI") to set aside the Award. On 29 August 2024, the CFI dismissed the set aside application, confirming that the AOS doctrine forms part of DIFC law, and that the U.S. law derived *Kirkpatrick* exception applies in the DIFC. The CFI observed that the tribunal had not pronounced on the validity of the CMC's decision itself but had confined its findings to Korek's conduct leading up to it. Accordingly, the CFI held that the tribunal had neither breached the AOS doctrine nor violated UAE public policy in issuing its Award.

8. On appeal, the CA was invited to consider the issue more fundamentally. Korek argued that the CFI misapplied the AOS doctrine by relying on the U.S. law derived *Kirkpatrick* exception, which, they contended, had no footing in English common law – the applicable source of law under the pre-amendment DIFC Application Law. This required the Court to determine:

(a) the source of law from which the AOS doctrine is drawn in the DIFC; and (b) whether, and to what extent, DIFC Courts may draw on comparative common law principles, such as the *Kirkpatrick* exception, when interpreting and applying that doctrine.

A. SOURCE OF LAW IN THE DIFC

9. In addressing this issue, the CA turned to Article 8(2) of the pre-amendment DIFC Application Law, which established a hierarchy for identifying the applicable law in matters not expressly provided for by DIFC legislations. Under the pre-amendment version of Article 8(2), the DIFC Courts were directed to apply, in order of priority: DIFC laws; laws expressly chosen by DIFC laws; laws chosen by the parties; the law most closely connected to the matter; and failing all else, the laws of England and Wales. Last year, we discussed this "waterfall" provision and its treatment in *Pearl Petroleum v KRG* and *Fal Oil v SEWA*, where the Courts construed the doctrine of sovereign immunity through English common law principles in the absence of express DIFC statutory foundations.[v]

10. In November 2024, the DIFC enacted a significant amendment repealing and replacing Article 8 of the DIFC Application Law, introducing new Articles 8 ("Application of DIFC Law"), 8A ("Content of DIFC Law") and 8B ("Interpretation of DIFC Statutes").[vi] These provisions expanded the scope of what constitutes DIFC law and clarified how it should be interpreted. The amendment preserves the "waterfall" or "cascade" structure for identifying the applicable law but redefines its final tier. Whereas the pre-amendment version directed the Courts, "failing all else," to apply the laws of England and Wales, the amended

provision now provides that the final resort is DIFC law. Under Article 8A, in addition to DIFC statutes, DIFC law expressly includes principles of the common law (including the principles and rules of equity) as they are applied in England and Wales and other common law jurisdictions, insofar as not inconsistent with DIFC legislation. Article 8B further directs that the interpretation of all DIFC statutes may be guided by jurisprudence from common law jurisdictions on analogous laws, as well as the rules and principles of statutory interpretation from common law jurisdictions.

11. The 2024 amendment thus marked a jurisprudential evolution in the DIFC's legal architecture. It transforms the relationship between the DIFC and the common law from one of derivative application to one of direct incorporation. The common law (no longer confined to that of England and Wales) now forms an intrinsic part of DIFC law itself, allowing the Courts to engage with principles from other mature common law jurisdictions where appropriate.

12. However, in *Korek Telecom*, the underlying CFI proceedings commenced before the amendment. The CA therefore had to consider whether the new Articles 8A and 8B applied retrospectively. Korek invoked the amended law to argue that the DIFC could now develop its own common law by reference to other common law jurisdictions, but the Court accepted Iraq Telecom's submission that the amendment could not apply retrospectively. Relying on DIFC authority,[vii] the Court reaffirmed the common law presumption against retroactivity, save for procedural provisions. It reaffirmed the default position under the pre-amendment DIFC Application Law that the laws of

England and Wales (particularly the common law) will apply to supplement the provisions of the DIFC Statutes.[viii]

13. Under this framework, the Court observed that English case law on the foreign AOS doctrine was relevant. It however added that, under the amended Article 8A, the applicable common law would be that of the DIFC, capable of drawing for its content upon all common law jurisdictions. While the Court ultimately accepted the *Kirkpatrick* exception (notwithstanding its arguable departure from English common law), it noted that, if anything, the amended DIFC Application Law would strengthen this position by expressly permitting reliance on comparative common law principles when delineating the limits of doctrines such as AOS.

B. SCOPE AND APPLICATION OF THE AOS DOCTRINE

14. The AOS doctrine had previously surfaced before the DIFC Courts in *Muzama v Mihanti*, where a claimant sought to set aside an arbitral award on that basis.[ix] However, the Court there did not address the applicability of the doctrine as the arbitral tribunal had not considered any sovereign acts. In *Korek Telecom*, the CA took a definitive step, affirming for the first time that the doctrine forms part of DIFC law, and clarifying both its scope and its limits. Understanding the Court's reasoning is key to assessing how future disputes involving sovereign acts will be treated before the DIFC Courts.

15. Korek argued that the AOS doctrine (long recognised in English common law) was incorporated into DIFC law through Article 8(2) of the pre-amendment DIFC Application Law. Relying on *Fal Oil v SEWA*, where the DIFC Court confirmed that sovereign immunity (a doctrine conceptually related to AOS) forms

part of DIFC law through the operation of English law, Korek submitted that the AOS doctrine must likewise be treated as a rule of English common law applicable in the DIFC. It further contended that the *Kirkpatrick* exception, being a feature of U.S. law, had no footing in English jurisprudence and could not be adopted by the DIFC Courts without legislative sanction – the AOS doctrine is one of judicial abstention, and once engaged, it should preclude any inquiry (even indirect) into the validity or motives underlying a foreign sovereign act. On this basis, Korek relied on three set-aside grounds: Article 41(2)(a) *(that the tribunal exceeded its jurisdiction)*, Article 41(2)(b)(i) *(that the subject matter was not capable of settlement by arbitration)*, and Article 41(2)(b)(iii) *(that the award was contrary to public policy)*.

16. Iraq Telecom, conversely, advanced a more fundamental argument on the source of law and the characterisation of the AOS doctrine. It contended that the AOS doctrine was not automatically part of DIFC law, independent of UAE public policy, merely because it exists in English law. The doctrine, it argued, is not a substantive rule but a policy-based restraint on jurisdiction. For the doctrine to be relevant in a set-aside application, it would need to operate as a bar on arbitrability under the DIFC Arbitration Law, or as a matter of UAE public policy – neither of which, Iraq Telecom maintained, was the case. In the absence of any statutory or policy foundation, the DIFC Courts were neither bound to recognise the doctrine nor constrained by its contours as developed in English common law. Iraq Telecom further submitted that, even if the doctrine were to be recognised within the DIFC framework, it had not been infringed in this case, relying on the U.S. derived *Kirkpatrick* exception and on UAE public policy against corruption and bribery, which is against shielding wrongful conduct.

17. The CA accepted Iraq Telecom's premise that the AOS doctrine could not be applied automatically in the DIFC simply because it exists in English law. Its relevance and content depended on how far it aligned with the DIFC's legal framework and the grounds for setting aside an award under Article 41(2) of the DIFC Arbitration Law. On Article 41(2)(a), the Court found no jurisdictional excess since the tribunal had decided matters plainly within the scope of the parties' submission to arbitration. It observed that an objection based on a preclusive rule of law such as AOS (if it were to arise) would engage issues of arbitrability or public policy, not jurisdiction.

18. On non-arbitrability, the Court accepted that the AOS doctrine could, in theory, be relevant if it rendered a subject matter "incapable of settlement by arbitration" under Article 41(2)(b)(i). While Iraq Telecom argued that arbitrability must have a statutory foundation, limited to the express categories in Article 12(2) of the Arbitration Law, the Court held that Article 12(2) was not exhaustive of non-arbitrable matters. It identified two broad categories where non-arbitrability may arise: first, where the law of the State expressly reserves certain matters to its courts; and second, where the subject matter involves elements of public interest, making resolution by private arbitration inappropriate.[x] The Court acknowledged that defining this boundary is inherently uncertain and that English law has never arrived at a general theory for arbitrability.[xi] The question therefore became whether any provision of DIFC law (under the pre-amendment Application Law) incorporated a version of the AOS doctrine that would render the dispute before the Court incapable of settlement by arbitration.

19. The Court found no such rule. The common law of England and Wales showed no clear principle with well-defined content. From its review of English case law, the Court distilled only the general proposition that the AOS doctrine prevents a court from adjudicating upon the lawfulness of a sovereign act performed within its own territory, but even that is qualified by a public-policy limitation.[xii] It was therefore unnecessary to define the doctrine exhaustively for DIFC purposes. It sufficed to conclude that, as applicable in the DIFC at the time of the arbitration and CFI decision, the doctrine did not preclude arbitration between private parties over whether one had, through bribery of a foreign public authority, caused actionable loss to the other. Such a claim did not involve an inquiry into the validity of the CMC's decision, which was taken as effective but merely formed part of the causal chain of Korek's conduct. The Court illustrated that the legal analysis would be no different in a hypothetical case where a party's contractual breach induced an honest regulatory decision that caused loss, the regulator's act would still be treated as valid, and the doctrine would have no application.

20. While not a direct application, the Court acknowledged that its reasoning may be perceived as more closely aligned with the U.S. derived *Kirkpatrick* exception and thus some sort of departure from English common law. In such a case, the Court explained it was further supported by UAE public policy, which stands firmly against bribery of foreign officials, reflecting the UAE's commitments under international conventions and the provisions of its Penal Code. As part of an international commercial court system, the DIFC Courts serve to uphold the rule of law in transnational commerce; their founding public policy, the Court stated, *"will not allow the use of the foreign act of state doctrine*

to blindfold the Courts or DIFC-seated arbitrators" where the dispute arises from corrupt conduct. The Court further noted that this approach is reinforced under the amended Application Law, which now expressly empowers the DIFC Courts to draw upon the jurisprudence of other common law jurisdictions in delineating the limits of such doctrines – leaving little doubt that, today, the *Kirkpatrick* exception would apply.

III. THE COMMON LAW OF THE DIFC

21. The significance of *Korek Telecom* lies not merely in its treatment of the AOS doctrine, but in its broader affirmation of the plural sources from which the DIFC may now derive its common law. With the 2024 amendment to the Application Law, the DIFC's judicial reference point is no longer confined to England and Wales. The amendment thus institutionalises what had already been emerging in practice – a comparative and adaptive method that allows the DIFC Courts to calibrate their jurisprudence and develop their own body of common law through selective incorporation and comparative reasoning, guided not by hierarchy but by persuasiveness, coherence, and suitability to the DIFC's institutional framework.

22. This evolution gives the DIFC a flexibility unmatched by most commercial courts. By authorising reference to this wider corpus, the amended Application Law enables the DIFC to interpret doctrines contextually, selecting from comparative sources according to their conceptual fit and policy resonance rather than their origin. For instance, the pragmatic and context-specific treatment of AOS principles in Australia,[xiii] and Canada,[xiv] or the minimalist and arbitration-compatible version adopted in Singapore,[xv] may at times offer more relevant guidance than the

fragmented English approach.[xvi] Equally, U.S. formulations like *Kirkpatrick*[xvii] may inform the DIFC's understanding of judicial restraint in corruption-linked disputes – precisely the kind of cross-pollination the Court envisaged in *Korek Telecom.*

23. DIFC Courts can now harmonise multiple legal traditions while maintaining consistency with UAE public policy and the DIFC's commercial purpose. Future cases – whether involving doctrines of state conduct, sovereign immunity, or public policy – are likely to continue this trajectory, drawing upon the collective experience of common law reasoning to refine a distinct DIFC jurisprudence attuned to international commerce, especially for fields like arbitration, state conduct, and transnational enforcement.

IV. CONCLUSION

24. The *Korek Telecom* decision marks a critical juncture in the DIFC's jurisprudence. While the Court's holding was, at one level, confined to whether the AOS doctrine precluded the enforcement of an arbitral award, its reasoning reached much further. The Court affirmed that the doctrine forms part of DIFC law, yet applied it in a manner consistent with international public policy and the pro-enforcement ethos of the DIFC Arbitration Law. In doing so, the Court not only aligned with modern anti-corruption norms but also signalled that the DIFC's legal order is capable of developing an autonomous and principled approach to doctrines that historically drew from public law and comity.

25. Equally significant was the Court's recognition that the DIFC's legal identity is no longer confined to the jurisprudence of England and Wales. The 2024 amendment to the Application Law codified this shift, affirming that the DIFC's common law may

evolve by reference to all common law jurisdictions. *Korek Telecom* exemplifies how this transnational method operates in practice: the Court accepted the *Kirkpatrick* exception, a U.S. refinement of the AOS doctrine, not because of its origin but because of its conceptual coherence and normative fit with UAE public policy and the DIFC's institutional role.

26. This positions the DIFC as a new kind of common law jurisdiction: transnational rather than territorial, integrative rather than derivative. In such a framework, doctrines like AOS and sovereign immunity will no longer be imported wholesale but translated and re-contextualised to reflect the DIFC's status as an international commercial court embedded within a civil law federation. The likely trajectory is one of continued convergence between arbitral enforceability, anti-corruption policy, and the adaptive use of comparative common law.

References:

[i] Please see our previous paper from DAW 2024 titled, "Enforcing against sovereigns in the DIFC - Navigating Immunity and Sanctions" (see here)

[ii] *Korek Telecom Company LLC & Another v Iraq Telecom Limited* [2024] DIFC CA 016 (16 June 2025)

[iii] DIFC Law No. 3 of 2004 on the Application of Civil and Commercial Laws in the DIFC

[iv] *Novak & Ors v Norwood & Anr* [2023] DIFC ARB 012 (29 August 2024)

[v] Please see [5]-[10] of our previous paper from DAW 2024 titled, "Enforcing against sovereigns in the DIFC - Navigating Immunity and Sanctions" (see here)

[vi] We have discussed this amendment in detail in our alert, published last year (see here)

[vii] *Abdelsalam v Expresso Telecom Group* [2021] DIFC CA 011 (20 December 2021)

[viii] [88], *Dutch Equity Partners Ltd v Daman Real Estate Capital Partners* [2006] DIFC CFI 001 (25 July 2007)

[ix] [57], *Muzama v Mihanti* [2022] DIFC ARB 004 (8 February 2023)

[x] Relying on *Born*, International Arbitration Law and Practice; Allsop J in the Full Court of the Federal Court of Australia in *Comandate Marine Corp v Pan Australia Shipping.*

[xi] Relying on *Fulham Football Club (1987) Ltd v Richards* [2012] Ch 333

[xii] Relying on Lord Neuberger in *Belhaj v Straw* [2017] AC 964; Rix LJ in *Yukos Capital v Rosneft* [2014] QB 458 and endorsed by Lord Lloyd-Jones in *Maduro v Venezuela* [2023] AC 156; [2021] UKSC 57

[xiii] [57]-[59], *Nevsun Resources Ltd v Araya* [2020] 1 SCR 166

[xiv] *A-G (UK) v Heinemann Publishers Australia Pty Ltd* [1988] HCA 25; *Potter v The Broken Hill Proprietary Company Ltd* [1906] HCA 88; (1906) 3 CLR 479; *Habib v Commonwealth* [2010] FCAFC 12.

[xv] *Maldive Airports Co Ltd v GMR Malê International Airport Pte Ltd* [2013] SGCA 16; *Republic of the Philippines v Maler Foundation* [2013] SGCA 66

[xvi] *Regina v Bow Street Metropolitan Stipendiary Magistrate and Others, Exparte Pinochet Ugarte* [2000] 1 A.C. 61; *Belhaj v Straw* [2017] AC 964; *Maduro v Venezuela* [2023] AC 156; [2021] UKSC 57; *Reliance Industries Ltd v Union of India* [2018] EWHC 822 (Comm); *Kuwait Airways Corporation v Iraqi Airways Co (Nos. 4 and 5)* [2002] 2 AC 883; *Crane Bank Ltd v DFCU Bank Ltd* [2023] EWCA Civ 886

[xvii] *Banco Nacional de Cuba v Sabbatino* 376 US 398 (1964); *W.S. Kirkpatrick & Co. Inc. v Environmental Tectonics Corporation International* 493 U.S. 400 (1990); *Alfred Dunhill of London Inc v Republic of Cuba* 425 U.S. 682 (1976)

THE EVOLVING LANDSCAPE OF FREESTANDING INJUNCTIONS IN THE DIFC

I. INTRODUCTION

1. Over the years, the DIFC Courts have earned the repute of being both pro-arbitration as well as pro-enforcement. One of the many ways in which the DIFC Courts enjoy this reputation is the range of injunctive reliefs parties are permitted to seek in aid of enforcement. The DIFC Courts' injunction jurisdiction is vast and attractive for several international litigants.

2. Singularity's last insight preceding DAW 2024 examined the challenging implications of the DIFC Court of Appeal's ("CA") decision in *Sandra Holding v Fawzi Musaed Al Saleh ("Sandra Holding")* which found that the DIFC Courts could not issue injunctions, specifically worldwide freezing orders ("WFOs") in support of an anticipated foreign judgment without a demonstrated nexus to the DIFC.[i] Singularity had appropriately foreshadowed that if the DIFC Courts were to find *Sandra Holding per incuriam,* it would recast their wide jurisdictional net. Since *Sandra Holding,* the jurisprudential developments reflect a state of flux concerning the availability of freestanding injunctions in the DIFC.

3. That shift came just three months later in *Carmon v Cuenda ("Carmon"),* where the CA overturned *Sandra Holding* and confirmed that the DIFC Courts had the jurisdiction and power to issue WFOs in support of pending foreign proceedings.[ii] The decision appeared to find statutory recognition in Law No. 2 of 2025 concerning the Dubai International Financial Centre Courts ("New JAL"), where Article 15 introduces an entirely independent

jurisdictional basis for interim and precautionary measures, including those in aid of foreign proceedings or foreign-seated arbitrations. Yet, recently, in *Trafigura v Gupta ("Trafigura")*, when an applicant sought to rely on this very provision, the DIFC Court of First Instance ("CFI") refused the injunction, on the basis that Article 15 of the New JAL required a direct link to the DIFC.[iii] The CA decisively set aside this order, preserving both the DIFC Courts' jurisdiction to grant injunctions in aid of enforcement as well as its conduit jurisdiction.

4. This past year has been pivotal for the DIFC injunctive landscape. Although primarily in the context of freezing orders, the DIFC Courts have now resolved much of the confusion that arose from these developments. This insight traces the developments of the past year and clarifies the current scope of freestanding injunctions in the DIFC.

II. RESTRICTING FREESTANDING INJUNCTIONS IN *SANDRA HOLDING*

5. *Sandra Holding* marked a significant departure from the DIFC Courts' previously expansive approach to granting injunctions in support of foreign proceedings.[iv] For instance, in *Lateef v Liela*, the CFI granted interim relief in support of proceedings in New York, recognising that the DIFC Courts' power to grant injunctions was not qualified by any clear and unequivocal restraints and that there was neither a need for the applicants to have maintained a cause of action in the DIFC nor a need for them to possess assets in the DIFC.[v] This reasoning was subsequently relied on in future decisions.[vi]

6. The CA in *Sandra Holding,* however, rejected this reasoning and curtailed the DIFC Courts' power to grant injunctive relief in the absence of a nexus to the DIFC.[vii] It held that the "any written law" gateway under Article V(A)(1)(e) of the Judicial Authority Law No. 12 of 2004 ("Old JAL") was not engaged by Article 24 of the DIFC Court Law No. 10 of 2004 ("Old Court Law") in the absence of a foreign judgment. The Court explained that Article 24 only conferred jurisdiction to ratify existing judgments, and nothing in the DIFC's legislative framework provided any basis for injunctions in aid of anticipated foreign judgments.

7. The CA observed that the CFI, in *Lateef v Liela,* had failed to address the absence of a relevant law engaging jurisdiction under the "any written law" gateway. The CA emphasised that the threshold question preceding any grant of injunctions was whether the DIFC Courts had statutory jurisdiction to issue any relief at all.

8. Having clarified this jurisdictional limit, the CA further explained that, only after first establishing *prima facie* jurisdiction, might the DIFC Courts consider whether or not to exercise discretion to grant the injunction. The CA observed that where a defendant fell within neither the territorial nor the *in personam* jurisdiction of the DIFC Courts, an injunction extending to foreign assets might be granted only in exceptional circumstances, such as, where there might be a real connecting link between the subject matter of the relief and the DIFC (typically through assets within jurisdiction), or where it was practical for such relief to be granted and effectively enforced.

III. RESURRECTING FREESTANDING INJUNCTIONS IN *CARMON*

9. Three months after *Sandra Holding,* it was overruled by the CA in *Carmon.* The CA held that the correct inquiry in *Sandra Holding*

should have been whether the DIFC Courts possessed the power and ancillary jurisdiction to issue a freezing order in respect of an anticipated foreign judgment so as to avoid their express jurisdiction to recognise and enforce foreign judgments from being thwarted.[viii]

10. The CA reasoned that the DIFC Courts' recognised jurisdiction to enter judgment in support of a foreign judgment necessarily entails the power to grant protective measures where there existed a risk that assets may be dissipated before the foreign judgment is issued. It concluded that the DIFC Courts possess both the jurisdiction and the power, under Articles 24 and 32 of the Old Court Law read with Article 7(6) of the Old JAL, to grant freezing orders in aid of pending proceedings in a foreign court whose judgment may then be amenable to recognition and execution in the DIFC. The CA emphasised that the DIFC Courts' jurisdiction would otherwise be frustrated if a judgment debtor could dissipate assets in anticipation of a judgment likely to be enforced in the DIFC.

11. It followed that these provisions were engaged under the "any written law gateway" and did not require any separate "nexus" to the DIFC. The CA reiterated that whether a written law confers jurisdiction is a matter of construction and that such jurisdiction may be construed and conferred, where absent any express grant of jurisdiction, the law would be rendered ineffective or left with a lacuna in its operation.

12. However, it appears that the DIFC Courts have limited this freestanding jurisdiction to grant an injunction to provide relief to protect assets in support of anticipated enforcement. In *Nashrah v*

Najem & Nex ("*Nashrah*"), the CFI granted an anti-suit injunction under its supportive jurisdiction relying on Article 32 of the Old Court Law, despite not finding, to the requisite threshold, that the DIFC was the seat of the arbitration.[ix] Relying on prior DIFC authority, the CFI found that the case presented unusual and exceptional circumstances justifying the exercise of its jurisdiction. On appeal, however, the CA overturned that decision. While the order is not yet publicly available as of the date of this publication, the CA found no freestanding jurisdiction to grant an anti-suit injunction where the DIFC is not the seat of the arbitration and no other nexus to the DIFC exists. This indicates a limitation on the Courts' injunctive powers beyond asset-preservation measures in aid of their enforcement jurisdiction.

13. Nonetheless, *Carmon* reaffirmed the DIFC as a uniquely conducive jurisdiction for judgment creditors to seek enforcement of a judgment in its favour pending judgment in foreign proceedings. Indeed, as the DIFC CA succinctly summarised, where DIFC Courts find, *"their jurisdiction and powers are amenable to constructions supporting the rule of law in transnational trade and commerce, such constructions should be preferred."*[x] Not only did *Carmon* mark a long-lasting shift in DIFC jurisprudence, but it also appeared to find formal recognition in the DIFC legislative framework shortly thereafter.

IV. STATUTORY RECOGNITION IN THE NEW JAL

14. In March 2025, the New JAL was enacted, replacing the Old JAL and the Old Court Law.[xi] Article 14 of the New JAL now sets out seven jurisdictional gateways for the DIFC Courts, replacing Article 5(A)(1) of the Old JAL. Notably, Article 14(7) preserves the familiar "any written law" gateway, ensuring continuity in the DIFC

Courts' jurisdictional framework. Article 19 of the New JAL complements Article 14 by delineating the specific matters falling within the jurisdiction of the CFI, subject to the jurisdictional gateways enumerated in Article 14.

15. Importantly, the New JAL introduces Article 15, which appears to establish an independent basis for the DIFC Courts' jurisdiction to order interim or precautionary measures, including disclosure of the identity of potential defendants, and disclosure of assets or funds connected to claims within the DIFC Courts' jurisdiction. Unlike Article 19, Article 15 operates independently of jurisdictional gateways in Article 14.

16. Of particular relevance is Article 15(4), which grants jurisdiction to the DIFC Courts to hear and determine applications for interim or precautionary measures related to *"applications, claims or current or future arbitral proceedings brought outside the DIFC seeking suitable precautionary measures within the DIFC."* This provision appears to codify the reasoning in *Carmon,* providing express statutory recognition of the DIFC Courts' jurisdiction to grant injunctive relief in support of foreign proceedings or foreign-seated arbitrations. While *Carmon* concerned a freezing order in support of an anticipated foreign judgment, Article 15(4) is drafted in broader terms for all *"suitable precautionary measures within the DIFC."* Its precise scope has since been interpreted and clarified by the CA, as discussed below.

17. Additionally, Article 19(B)(3), subject to Article 14, explicitly recognises the jurisdiction of the CFI to grant injunctions either restraining conduct or compelling specific acts. Article 24(D)(2)

and (3) further confirm the DIFC Courts' power to make orders, including but not limited to, injunctions and interim or interlocutory orders.

18. Another notable development is Article 31(4), which empowers the newly designated Enforcement Judge to enforce foreign judgments and orders affixed with the executory formula, including interim and precautionary orders.[xii] This provides parties who have already obtained foreign WFOs with an alternative pathway: instead of seeking a fresh order under Article 15(4), they may also directly enforce the foreign freezing order before the DIFC Courts. The exact operation of this mechanism, however, remains to be tested.

V. COMPLICATIONS ARISING FROM *TRAFIGURA*

19. Despite this seemingly straightforward development, the CFI adopted a differing interpretation of the New JAL in *Trafigura*.[xiii] In that case, the claimant creditors urged the CFI, at an ex parte hearing, to grant a UAE-wide freezing order together with ancillary disclosure orders against the defendants, both resident in onshore Dubai. The application was brought under Articles 14(7), 15, and 31(4) of the New JAL as a freestanding application for interim relief in support of foreign proceedings before the High Court of England and Wales. The English proceedings had already resulted in a WFO against one defendant, and a Chabra order against the other, a non-cause of action defendant who held substantial assets in Dubai. The claimants, therefore, sought relief from the DIFC Courts to preserve assets within the UAE pending the determination of the English proceedings.

A. THE *EX PARTE* DECISION: A NEXUS REQUIREMENT FOR ENFORCEMENT?

20. The CFI accepted that the claimants had shown a good arguable case and sufficient urgency, given the high risk of dissipation of assets, warranting the grant of relief extending to assets outside the DIFC in line with established case law. However, the introduction of the New JAL raised an important question as to the Court's jurisdiction to grant such relief over assets beyond its territorial boundaries. The determinative issue, therefore, concerned the proper application of the jurisdictional provisions of the New JAL.

21. The CFI found that the application did not clarify whether it constituted (i) a fresh claim for interim relief under Article 14(A)(7) of the New JAL, or (ii) an application to enforce the English orders in the DIFC under Article 31 of the New JAL. It therefore considered both possibilities but rejected each, holding that the claimants had failed to satisfy the jurisdictional requirements of either provision:

(a) First, in rejecting the characterisation of the application as a fresh claim under Article 14, the CFI noted that the jurisdictional gateways requiring a direct link had not been engaged. Because the orders sought were additional to, rather than a direct enforcement of, the existing foreign orders, Article 14(7) was not applicable as *"no "international treaty" or "convention" has been engaged"*.

(b) Second, assuming the application sought to enforce the English orders under Article 31, the CFI observed that Article 31 of the New JAL introduced a new administration of enforcement

requiring the existence of an asset (or something akin to an asset) within the DIFC at the time enforcement was sought. This, it held, was distinct from the old regime, which had permitted the DIFC to operate as a conduit jurisdiction. Case law arising under the old regime, such as *Carmon,* should therefore not be relied upon in interpreting the New JAL.

22. The CFI concluded that Articles 14 and 31 of the New JAL plainly require a direct link to the DIFC for the Court to hear a fresh claim or enforce a foreign judgment. Notably, it did not address Article 15 of the New JAL, which expressly confers on the DIFC Courts' jurisdiction to order interim or precautionary measures.

23. This decision marked a significant and unexpected departure from established DIFC authority, creating uncertainty among litigants and practitioners not only as to the scope of the DIFC Courts' injunctive powers under the New JAL, but also as to their fundamental role as a conduit enforcement jurisdiction. The CFI's interpretation of Article 31 appeared not to be confined to interim or precautionary measures but to extend to all instruments previously capable of enforcement under the old regime, thereby casting doubt on the continued availability of the DIFC as a conduit jurisdiction for recognition and enforcement.

24. Given the significance of its interpretation of the New JAL, the CFI, in a separate order, granted the claimants permission to appeal on two grounds: *first,* that it lacked jurisdiction; and *second,* that it erred in finding that the enforcement of foreign judgments in DIFC required a link to the DIFC.[xiv]

25. The appeal from the CFI's ex parte decision brought much-needed clarity, albeit temporarily, to a legal community left uneasy by the CFI's restrictive interpretation. On appeal, the CA set aside the CFI's order and issued its own *ex parte* freezing order together with the ancillary relief originally sought.[xv] It did so on the basis that there was at least a reasonably arguable case for the existence of jurisdiction under the New JAL, which, coupled with the CFI's earlier finding of a reasonably arguable case on the merits, warranted the grant of the interim relief sought.

26. The CA emphasised, however, that given the appeal was heard *ex parte*, it would not make a final determination on jurisdiction. It confined itself to holding that the existence of the DIFC Courts' jurisdiction and powers to grant the interim orders was strongly arguable, observing that it would be "surprising" if the New JAL had the effect of contracting those powers. The appeal was accordingly allowed on the second ground, i.e. that the CFI ought to have held that a sufficiently arguable case for jurisdiction and power existed to justify the relief sought; while the first ground, concerning the actual existence of jurisdiction, was adjourned to allow the respondents, if they so wished, to contest it at a return hearing before the CA.

27. For practitioners, this came as a welcome reprieve – the immediate reinstatement of the freezing order suggested that the DIFC Courts' jurisdiction to issue injunctions in support of foreign proceedings remained intact, at least on an arguable basis. Yet the question of jurisdiction was far from settled. With the issue formally adjourned to the return date, the judgment left parties, and the wider enforcement community, waiting keenly for the

CA's definitive ruling on whether the New JAL and Article 15(4) indeed provided a freestanding basis for such relief, and for guidance on the interplay with the Court's enforcement jurisdiction under Article 31.

B. THE RETURN DATE: CLARITY RESTORED

28. On the return date, the CA upheld the Court's jurisdiction to grant freestanding injunctions. The central question before the CA was whether the CFI could issue a freezing order against a defendant in foreign proceedings which may yield a judgment enforceable in the UAE. As this issue directly engaged the CFI's jurisdiction to grant interim or precautionary measures under Article 15 of the New JAL, the CA focused on the proper construction of that provision, noting that the CFI had not addressed it in its decision.

29. The respondents' challenge turned on the interpretation of the phrase *"suitable precautionary measures [are taken] within the DIFC"* as contained in Article 15(4).[xvi] They contended that the Arabic translation introduced a conditional operator *"provided that"* before this phrase, which in their view imposed a substantive territorial requirement – that any precautionary measures sought under Article 15(4) must necessarily be capable of operating on assets, entities or interests within the DIFC.

30. The claimants, on the contrary, submitted that Article 15(4) was intended to codify the position in *Carmon* and confer an independent statutory basis for precautionary measures in support of foreign proceedings. They argued that the expression *"within the DIFC"* referred not to the situs of the assets but to the seat of the court exercising jurisdiction, and that even if the Arabic text

contained "provided that", the phrase operated only as a connective, not as a limitation. They reiterated that Article 15 makes no reference to any required nexus to assets within the DIFC. They further compared the operative similarities between Article 7(6) of the Old JAL (for the execution of judgments) and Article 15(4) of the New JAL, which both employ the phrase *"within the DIFC"*, noting that the former did not impose any territorial requirement for the enforcement or execution within the DIFC.

31. The CA agreed. As a starting point, it confirmed that nothing in the New JAL affects the correctness of the position in *Carmon*. It held that Article 15(4), read with its chapeau of Article 15, completely conferred upon the DIFC Courts the jurisdiction to authorise the precautionary measures contemplated by that provision. It noted that Article 15(4) will cover applications brought in the DIFC Courts related to foreign proceedings, and its controlling words were *"suitable precautionary measures (are taken) within the DIFC."* Even adopting the respondents' translation, the use of *"provided that"* was merely as a connecting term and not intended to limit the subject matter of the controlling phrase of Article 15(4). The CA described it as *"surprising in the extreme"* if so minor a linguistic choice could be taken to substantially narrow the DIFC Courts' jurisdiction and powers to grant precautionary measures.

32. In doing so, the CA reaffirmed that this interpretation was consistent with *Carmon* and the Court's established powers under RDC Part 25, including freezing orders extending to assets whether located within the DIFC or not. These powers, the Court emphasised, exist to prevent the frustration of its jurisdiction by

debtors who might otherwise dissipate assets ahead of an anticipated foreign judgment capable of recognition or enforcement in the DIFC. The New JAL, properly construed, preserves this jurisdiction rather than contracts it.

33. Referring to Article 32 of the New JAL, the CA highlighted the relationship between the DIFC and the UAE courts and emphasised that the preservation of the "conduit jurisdiction" was not merely a matter of precedent but of public policy. Reiterating the principle affirmed in *Carmon,* the CA noted that narrowing jurisdiction would be inconsistent with the legislative intent underpinning the establishment of the DIFC Courts and with the wider policy of supporting transnational enforcement and the rule of law in international commerce. To that end, the CA dismissed any suggestion that issues of forum shopping or comity may arise, observing that these relate to the exercise of discretion, and not the existence of jurisdiction.

VI. CONCLUSION

34. The trajectory from *Sandra Holding* to *Trafigura* marks a decisive reaffirmation of the DIFC Courts' expansive injunctive and enforcement jurisdiction. Where *Sandra Holding* momentarily curtailed that authority, *Carmon* restored it, and *Trafigura* has now grounded it in statute under the New JAL. It re-establishes that the DIFC Courts retain a freestanding jurisdiction to grant freezing orders in support of foreign proceedings under Article 15(4) of the New JAL, without requiring a territorial nexus to the DIFC. The CA's reasoning reaffirms the DIFC's role as a conduit jurisdiction and the policy imperative of facilitating, rather than constraining, cross-border enforcement within Dubai's judicial framework. In doing so, it preserves the DIFC's standing as a modern, pro-

enforcement forum aligned with the rule of law in international commerce.

35. Very recently, the DIFC Digital Economy Court ("DEC") also issued its first WFO in unpublished *Techteryx Ltd v Aria Commodities DMCC* under Article 15(4) of the New JAL.[xvii] The DEC confirmed the continuation of a proprietary injunction and a WFO against the defendant in respect of reserves backing a U.S.-dollar pegged stablecoin. Although those reserves were custodied in Hong Kong and purportedly invested through a Cayman Islands-based fund, approximately US$ 456 million appeared to have been remitted directly to the defendant in onshore Dubai instead of the Cayman fund. Echoing the CA in *Trafigura*, the DEC clarified that Article 15(4) does not confer a freestanding jurisdiction; rather, it provides a firm statutory foundation for the position in *Carmon* that such relief may be granted where the foreign judgment is potentially enforceable in the DIFC. The DEC is understood to have explained that the jurisdiction operates as a matter of comity so that foreign judgments are not thwarted by pre-emptive dissipation, reasoning that was central to *Carmon*. The DEC reportedly held that digital assets restrained under such orders must be amenable to satisfaction through enforcement mechanisms available in the DIFC.

36. *Trafigura* and *Techtryx* appear to confine the DIFC Courts' freestanding jurisdiction under Article 15(4) to granting asset-preservation measures in support of foreign proceedings and foreign-seated arbitrations. The CA's decision in *Nashrah*, although decided under the Old JAL, expressly refers to *Trafigura* and signals judicial hesitation to extend freestanding jurisdiction beyond asset-preservation measures ancillary to the Court's

enforcement jurisdiction. That said, it may be arguable that the broad reference to "suitable precautionary measures" in Article 15(4) ought to be able to encompass other equitable remedies where such relief would protect the integrity of an anticipated award or judgment enforceable within the DIFC. For instance, an anti-suit injunction restraining proceedings in breach of a valid arbitration agreement (even if non-DIFC-seated) could arguably fall within its scope. Whether that jurisdiction would be exercised, as *Carmon* explains, remains a matter of discretion.[xviii] While *Nashrah* currently forecloses this interpretation, its reasoning may yet invite reconsideration.

37. Ultimately, *Trafigura* consolidates the DIFC Courts' position as a leading transnational enforcement forum – one that combines flexibility with judicial discipline. While it restores confidence in the DIFC Courts' supportive jurisdiction, it also signals a shift toward a more integrated, statute-based enforcement framework under the New JAL. While the contours of its injunctive jurisdiction will continue to evolve, the Court's purposive interpretation of the New JAL ensures that the DIFC remains responsive to the realities of international commerce while grounded in principled restraint. The challenge ahead lies in defining how far that framework can extend – without undermining the balance between the Court's statutory mandate and judicial restraint that underpins the DIFC's legitimacy.

References:

[i] *Sandra Holding Ltd v Fawzi Musaed Al Saleh* [2023] DIFC CA 003 (6 September 2023); Last year, Singularity examined the impact of *Sandra Holding* (see here).

[ii] *Carmon Reestrutura-engenharia E Serviços Técnios Especiais, (Su) LDA v Antonio Joao Catete Lopes Cuenda* [2024] DIFC CA 003 (26 November 2024); We further examined the CA's decision in *Carmon* in a brief case alert (see here).

[iii] The *ex parte* decisions were initially published in anonymised form as *Nadil v Nameer*, and were later unanonymised following the return date before the CA as *Trafigura Pte Ltd & Trafigura India Pte Ltd v Prateek Gupta & Ginni Gupta* [2025] DIFC CA 001 (22 September 2025).

[iv] Singularity has also published a brief case alert on *Sandra Holding* (see here).

[v] [72], [121]-[123], [127], *Lateef v Liela* [2020] DIFC ARB 017 (13 December 2021)

[vi] *Jones v Jones* [2022] DIFC CFI 043 (12 September 2022); *Globe Investment Holding Ltd v Commercial Bank of Dubai* [2023] DIFC CFI 028 (4 July 2023)

[vii] [54], *Sandra Holding Ltd v Fawzi Musaed Al Saleh* [2023] DIFC CA 003 (6 September 2023)

[viii] Please see [30]-[32] of our case alert examining the impact of *Carmon*, published last year (see here).

[ix] *Nashrah v Najem & Nex* [2025] DIFC ARB 005 (5 February 2025). Singularity represented the claimant/respondent in these proceedings.

[x] [155], *Carmon Reestrutura-engenharia E Serviços Técnios Especiais, (Su) LDA v Antonio Joao Catete Lopes Cuenda* [2024] DIFC CA 003 (26 November 2024)

[xi] We provide a detailed examination of the New JAL in our paper titled "JAL 2.0: The DIFC Courts' Reboot" published for DAW 2025 (see here).

[xii] Please see [9]-[10] of our paper titled "JAL 2.0: The DIFC Courts' Reboot" published for DAW 2025 (see here).

[xiii] *Nadil v Nameer* [2025] DIFC CFI (1 April 2025)

[xiv] *Nadil and Noshaba v Nameer and Naseema* [2025] DIFC CFI (2 April 2025)

[xv] *Nadil and Noshaba v Nameer and Naseema* [2025] DIFC CA (26 April 2025); *Nadil and Noshaba v Nameer and Naseema* [2025] DIFC CA (13 June 2025)

[xvi] The Arabic text includes the words "*are taken*", which are absent from the official English translation, although nothing in the appeal turned on this linguistic variation.

[xvii] The decision remains unpublished as of the date of this paper. However, brief details are available in law firm and practitioner updates (see here and here).

[xviii] In the context of anti-suit injunctions in support of non-DIFC-seated arbitrations, precedent indicates that such relief will only be granted in "unusual and exceptional circumstances." See *Ledger v Leeor* [2022] DIFC CA 013 (26 October 2022); *Brookfield Multiplex Constructions LLC v DIFC Investments LLC* and Dubai International Financial Centre Authority [2016] DIFC CFI 020 (28 July 2016); *Narciso v Nash* [2024] DIFC ARB 009 (20 June 2024); *Hayri International LLC v Hazim Telecom Private Ltd* [2016] DIFC ARB 010 (28 February 2017).

UNTANGLING CONFLICT OF JURISDICTION BETWEEN DIFC AND ONSHORE COURTS

I. INTRODUCTION

1. The evolution of the DIFC Courts has been defined as much by questions of jurisdiction and applicable law as by developments in substantive law. This is inherent not only in their coexistence within Dubai's and the UAE's civil law judicial framework, where jurisdictional tension has at times manifested in parallel proceedings, but also in their deliberate policy orientation as an international commercial court supporting the rule of law in transnational trade and commerce.[i] Functioning as both a forum for the resolution of international disputes and a "conduit jurisdiction" for the recognition and enforcement of foreign judgments and arbitral awards, the DIFC Courts have become a key interface between domestic and international legal systems.[ii]

2. Despite this jurisdictional demarcation, conflict has persisted. The boundaries between the DIFC Courts and Dubai's onshore judiciary, though conceptually distinct, have frequently overlapped in practice, particularly in matters of enforcement and arbitral supervision. Ambiguities in contractual drafting, especially where parties refer simply to "Dubai" or "the courts of Dubai", have further complicated this interface, producing parallel claims, inconsistent enforcement actions, and uncertainty over the supervisory court in arbitration-related disputes. The DIFC Courts have noted the adverse effects of such conflict, that inconsistent or contradictory judgments by the different courts in a single jurisdiction create uncertainty and bring the system of justice in that jurisdiction into disrepute.[iii] These recurring overlaps have underscored the need for mechanisms capable of reconciling judicial competence within Dubai's dual-court framework.

3. Recent developments, including the establishment of the Conflict of Jurisdictions Tribunal ("CJT") and the enactment of the new Courts Law No. 2 of 2025 ("New JAL"), alongside judicial decisions, continue this trajectory of integration and refinement within Dubai's dual-court system.

II. THE TRANSITION FROM THE JJC TO THE CJT

4. The policy of reconciling judicial competence within Dubai's dual-court structure was first institutionalised through the Joint Judicial Committee ("JJC") under the Dubai Decree No. 19 of 2016. The JJC was designed to resolve jurisdictional conflicts between the DIFC and Dubai Courts. However, the JJC was often perceived as curtailing the jurisdiction of the DIFC Courts, and in particular, their developing role as a conduit forum for the recognition and enforcement of judgments and arbitral awards.[iv]

5. In practice, parties opposing enforcement before the DIFC Courts often commenced parallel proceedings before the Dubai Courts, triggering an application to the JJC. Under Article 5 of the Dubai Decree No. 19 of 2016, such an application automatically stayed proceedings in both courts pending the JJC's determination. The stay operated even where the asserted conflict was manufactured, and in most cases, the JJC ultimately ruled in favour of the Dubai courts. The result was that enforcement actions before the DIFC Courts were frozen for extended periods, and litigants gained a tactical device to delay execution, putting the Courts' conduit function at risk.

6. This dynamic was illustrated in JJC cases such as *Daman v Oger Dubai*,[v] *Dubai Waterfront v Liu*,[vi] and *Endofa v D'Amico*

Shipping,[vii] where the JJC held that the Dubai courts were the competent forum, invoking *"the general principles of law embodied in the procedural laws"* without elaborating on the content of that expression. In each instance, the DIFC members of the JJC entered dissenting opinions affirming the DIFC Courts' jurisdiction to recognise and enforce judgments and awards for onward execution.

7. The DIFC Courts themselves were alert to the difficulties caused by the JJC framework. In *Lakhan v Lamia,* the DIFC Court of Appeal ("CA") refused to grant a stay pending JJC proceedings, effectively narrowing the scope of Article 5 of the Dubai Decree No. 19 of 2016. The Court cautioned that *"mere application to the JJC does not trigger a stay",* warning that automatic suspension could encourage "spurious applications" designed to manufacture conflicts of jurisdiction.[viii] Further, in *Tavira Securities v Point Ventures,* the DIFC Court of First Instance ("CFI") declined to treat the JJC's determinations as binding precedent, observing that *"the JJC established under Dubai Decree 19 of 2016 is hostile to conduit enforcement".*[ix] Such decisions reflected the DIFC judiciary's growing concern that the JJC's structure and practice risked enabling procedural abuse and undermining confidence in the DIFC's enforcement regime.

8. These issues, together with the perception of imbalance within the JJC's composition and practice, prompted the reform in the Dubai Decree No. 29 of 2024 ("Decree 29"), which established the CJT to replace the JJC. The CJT represents a more structured and balanced approach to resolving jurisdictional overlap. Its composition mirrors that of its predecessor, with three judges from each court and a chair from the Dubai Courts holding a casting

vote. The CJT's jurisdiction, however, extends beyond conflicts between the two courts to include other judicial entities in Dubai, such as the Rental Disputes Settlement Centre and tribunals created by decree or resolution.

(a) Crucially, Article 7 eliminates the automatic stay previously triggered upon referral to the JJC. The CJT must first determine that it has competence before any stay of proceedings or enforcement can be granted. The CJT is further bound by Resolution 11 of 2024, which prescribes its procedures and time limits, requiring decisions to be issued within 30 days, extendable once for a further 30 days.

(b) In addition, Article 8 introduces a security-deposit requirement of AED 3,000 to be forfeited if the CJT upholds the jurisdiction of the opposing forum. This provision is designed to deter frivolous or tactical referrals and reinforces the Tribunal's emphasis on efficiency and good faith.

(c) Interestingly, Article 9(c) also introduces a principle of precedent, making CJT decisions binding judicial precedents for both the DIFC and Dubai Courts. This innovation is familiar to the DIFC's common law practice but novel within the civil law tradition of the Dubai Courts.

9. Since its operationalisation in July 2024, the CJT has considered 16 applications. Of these, 5 were dismissed under Article 4 of Decree 29 for lack of a genuine conflict of jurisdiction. The remaining 11 were decided on the merits, with the Tribunal upholding the jurisdiction of the DIFC Courts in 7 cases and that of the Dubai Courts in 5. A detailed analysis of the CJT's decisions is set out in *Schedule I*. The decisions already seem to reflect a more balanced approach. For instance:

(a) The CJT has confirmed the primacy of the supervisory court, holding that when the seat of arbitration lies in Dubai, annulment and enforcement proceedings must proceed before the Dubai Courts, even if parallel enforcement has been initiated in the DIFC.[x] Conversely, where the seat is in the DIFC, enforcement or related proceedings before the Dubai Courts must yield to the set aside proceedings in the DIFC.[xi]

(b) In a landmark and timely decision, given the ongoing debate surrounding freestanding injunctions,[xii] the CJT found no conflict of jurisdiction where the DIFC Court had granted a freezing order in support of a Dubai-seated arbitration, noting that such precautionary measures do not encroach on the merits of the dispute.[xiii] The decision underscores the supportive function of the DIFC Courts within Dubai's judicial framework and affirms their authority to grant freestanding injunctions and interim relief, even in aid of arbitrations seated outside the DIFC.

(c) The CJT has also clarified that parallel enforcement of the same judgment does not, by itself, constitute a jurisdictional conflict.[xiv] It held that simultaneous execution before the DIFC and Dubai Courts was procedural rather than jurisdictional, as both were enforcing the same underlying Dubai judgment.

10. Despite the establishment of the CJT, questions remain regarding the relationship between its authority and the DIFC Courts' inherent jurisdiction, particularly where both mechanisms may appear to address overlapping subject matter. This issue was considered in *Nael v Niamh Bank,* where the CA examined whether its powers were affected by the CJT's competence to resolve conflicts of jurisdiction.[xv]

11. The case arose from on-demand guarantees issued by the defendant bank in connection with a large construction project. The guarantees were governed by the "laws of Dubai (outside the DIFC)" and provided for a DIFC-seated arbitration. When the contractor entered insolvency proceedings in Dubai, the claimant employer terminated the contract and demanded payment under the guarantees, which the defendant bank refused. In arbitration, the arbitral tribunal issued an award in favour of the claimant. The bank petitioned the Dubai Bankruptcy Court to stay the liquidation of the guarantees, citing potential prejudice to the insolvency estate. The court granted the stay *ex parte* and despite the award. In parallel, the claimant sought enforcement of the award before the DIFC Courts, where the bank applied for a set aside, arguing that the Dubai order created a conflicting judgment and that recognition of the award would breach UAE public policy.

12. On appeal, the CA upheld enforcement, rejecting the bank's challenge. It held that while inconsistent judgments may in principle violate UAE public policy, the factual matrix did not amount to such a conflict because the Dubai insolvency order involved a different party (the contractor) and a different subject matter than the DIFC enforcement action. Importantly, the Court held that reference to the CJT is appropriate only where there exists a *prima facie* conflict of jurisdiction between the same parties and the same subject matter. It emphasised that Decree 29 does not operate to oust or suspend the DIFC Courts' inherent jurisdiction to grant anti-suit injunctions or other equitable remedies, even in circumstances where overlapping proceedings might exist elsewhere in Dubai. The CJT, it observed, functions as a coordinating mechanism to prevent genuine jurisdictional conflict, not as an exclusive tribunal displacing the DIFC Courts'

supervisory or protective powers.

III. JURISDICTIONAL CONFLICTS AND COMITY UNDER THE NEW JAL

13. Article 14(C) of the New JAL introduces, for the first time, an express statutory discretion for the DIFC Courts to decline jurisdiction in defined circumstances, effectively codifying principles of restraint and comity that had previously evolved through case law. It provides that the DIFC Courts may, even where jurisdiction is otherwise established, decline to hear a matter (i) if the dispute is subject to a written agreement conferring jurisdiction on another court, or (ii) if another UAE court has already issued a final, enforceable judgment capable of execution within the DIFC.

14. This provision serves two purposes. First, it prevents the duplication of proceedings and conflicting outcomes within the Emirate's judicial system. Second, it signals a policy alignment with the CJT, embedding into the Courts' own statutory framework a mechanism of self-regulation that mirrors the institutional coordination the CJT was designed to achieve.

15. The contours of Article 14(C) are, however, yet to be fully examined. Its first substantive application appears to have been in *Union Insurance v IPMR*.[xvi]

16. The significance of this case lies in its procedural history, which spans both the pre- and post-New JAL eras. In September 2023, the CFI dismissed the defendant's jurisdictional challenge, holding that a clause submitting disputes to "the courts of the UAE" encompassed the DIFC Courts.[xvii] The judgment adopted the

reasoning of the CA in *Horizon Energy LLC v ABNIC* [xviii] and *IGPL v Standard Chartered Bank,*[xix] affirming that such clauses could operate as valid opt-ins to DIFC jurisdiction where the commercial context and the parties' choice of English law supported that interpretation. Permission to appeal was refused, confirming the DIFC Courts' competence to hear the matter.

17. Yet in May 2025, after the New JAL had come into force, the defendant invoked Article 14(C)(2), pointing to a final judgment of the Sharjah Courts (upheld by the Union Supreme Court) on the same underlying dispute. While acknowledging that the DIFC Courts continued to have jurisdiction, the CFI accepted this argument and granted an indefinite stay, reasoning that the purpose of Article 14(C)(2) was to *"prevent duplication and conflicting rulings within the UAE judicial system"* and treated the stay as a pragmatic exercise of that discretion. Permission to appeal was refused at first instance,[xx] but it remains to be seen whether leave is being pursued before the CA.

18. This outcome, though textually consistent with Article 14(C), may sit uncomfortably alongside the earlier rulings in the same case. Having previously affirmed jurisdiction through detailed reasoning that drew on authority, the DIFC Courts' subsequent stay effectively reopened the very question they had already settled – formally respectful of comity, yet arguably harsh on the claimant that had acted consistently with the earlier DIFC ruling. It remains to be seen whether future cases will construe Article 14(C) narrowly, as a tool for deferring to final onshore judgments, or more broadly as a general power of case-management restraint in the interests of comity.

19. A contrasting illustration of the same principle emerged in *Ivankovich v KJM Marine*.[xxi] While *Union Insurance* demonstrates judicial restraint under Article 14(C), *Ivankovich* reflects the DIFC Courts' continued willingness to assert jurisdiction where the parties have clearly opted into the DIFC forum. There, the Court granted an anti-suit injunction restraining parallel proceedings before the Dubai Courts, holding that the CJT was not the exclusive mechanism for resolving jurisdictional conflicts. The judgment emphasised that Decree 29 did not preclude the DIFC Courts from issuing injunctions to protect contractual or equitable rights, and that to hold otherwise would invite vexatious or tactical filings before the onshore courts. In doing so, the CFI reaffirmed its inherent equitable powers under Articles 24(D) and (E) of the New JAL and underscored that comity does not require abstention in the face of bad-faith parallel litigation.

IV. DUBAI OR DIFC?

20. Running parallel to the institutional evolution of Dubai's dual-court system is a subtler but equally significant development in judicial reasoning: the interpretive treatment of contractual references to "Dubai" or "the Courts of Dubai". These formulations, long a source of confusion, have often obscured whether the parties intended to confer jurisdiction on the onshore Dubai Courts or the DIFC Courts. The CJT and recent DIFC decisions have continued to clarify where a contextual reading of the parties' intention may lead to the DIFC.

21. In *NU Projects Technical Services LLC v Yahya Iqbal Ismail,* the CJT confronted this question directly.[xxii] The renovation contract referred to the jurisdiction of the "DFSA Courts". The CJT, adopting a purposive interpretation, held that in an English-

language contract between commercial parties, "DFSA Courts" was intended to mean the DIFC Courts. It therefore recognised the DIFC Courts' jurisdiction, reasoning that the parties' linguistic and commercial context demonstrated a clear opt-in to the DIFC.

22. In *Neville v Nigel,* the CFI interpreted an arbitration clause providing for "Dubai arbitration".[xxiii] The claimant contended that this denoted a DIFC-seated DIAC arbitration, whereas the defendant maintained that it referred to an *ad hoc* onshore arbitration. The Court held that the phrase "Dubai arbitration" was broad enough to encompass both meanings and that its construction depended on contextual indicators, including the parties' international profile, use of English law, and lack of nexus to onshore Dubai. Rejecting a mechanical application of the Dubai Decree No. 34 of 2021 (which ties the reference to "Dubai" or "DIFC" seats to the corresponding courts), the Court concluded that the choice of English law supported a DIFC seat. The case underscores that "Dubai" in arbitral clauses is no longer treated as a fixed territorial marker but as a concept to be interpreted in context.

23. In *Valentyna Plewka Kolesnik v Emirates NBD Bank,* on appeal from a decision refusing jurisdiction, the SCT interpreted a clause conferring "exclusive jurisdiction of the Applicable Emirate".[xxiv] The SCT relied on prior authority where the CA had interpreted "Courts of Dubai" as encompassing both the DIFC and onshore courts, absent an express exclusion. It further observed that the DIFC Courts should approach such clauses pragmatically, recognising that sophisticated commercial parties often use "Dubai" as shorthand for the entire Emirate's judicial system. Thus, unless the drafting demonstrates a clear intention to limit

jurisdiction to the onshore courts, references to "Dubai," "the Courts of Dubai," or "the Applicable Emirate" can be read to include the DIFC Courts.

24. By contrast, in *Atul Ashok Amir Chand Dhawan v Zurich International Life Limited*, the CFI declined jurisdiction over an onshore-incorporated insurer within a financial group licensed in the DIFC.[xxv] The claimant argued that the phrase "non-exclusive jurisdiction of any competent legal authority in the UAE" in the underlying policy documentation was broad enough to include the DIFC Courts, particularly given the insurer's affiliation with a DIFC-registered entity and the parties' use of English-language contracts. The Court rejected this contention, holding that "competent legal authority" could not, without explicit language, be equated with the DIFC Courts. Rather, the phrase referred to the judicial body vested with statutory jurisdiction under the UAE law, and its interpretation had to be grounded in the parties' actual connection to the DIFC, whether through domicile, performance, or express opt-in under Article 14(A)(1) of the New JAL.

25. Together, these judgments signal a pragmatic balance — liberal enough to uphold commercial intention where context supports DIFC jurisdiction, but cautious against extending it by association or group structure alone.

V. CONCLUSION

26. The evolution of jurisdictional conflict between the DIFC and onshore courts reflects Dubai's broader ambition to reconcile its parallel judicial systems under a unified philosophy of comity. The CJT has institutionalised coordination, while Article 14(C) of the

New JAL internalises that principle within the DIFC Courts' own law. It codifies judicial comity, allowing the DIFC Courts to defer to another UAE court where there is a final judgment or an agreed forum, as seen in *Union Insurance v IPMR*. Yet cases like *Ivankovich v KJM Marine* illustrate that this restraint coexists with the Courts' inherent power to prevent vexatious parallel proceedings.

27. The CJT's early decisions confirm the primacy of the supervisory court, recognise the DIFC Courts' supportive authority to grant interim measures even for non-DIFC-seated arbitrations, and interpret references to "Dubai" contextually to include the DIFC where commercially intended. Recent DIFC judgments also clarify when "Dubai" may encompass the DIFC. Together, these developments signal a mature equilibrium between autonomy and comity, where the DIFC and Dubai Courts operate not in competition but in coordination within a unified legal framework.

SCHEDULE I

Sr.	Case Name	Factual Background	CJT's Ruling
1.	*Abdelrahman Husain v Gulf IT Network Distribution and Anr* Application No. 3/2025 Date: 13 October 2025	The dispute concerned the dissolution and liquidation of Gulf IT Network Distribution – FZ LLC, in which the applicant and second respondent were partners. Both the Dubai Courts and the DIFC Courts were seized of parallel proceedings concerning the same facts and parties. The second respondent, however, formally waived his right to proceed before the DIFC Courts and made that representation both to the CJT and in the DIFC proceedings.	The CJT ruled in favour of the Dubai Courts having jurisdiction. It noted that under Article 6 of Decree 29, the Tribunal may determine competence where proceedings overlap. It found that, given the express waiver of DIFC proceedings by the second respondent, the Dubai Courts were properly seized of the matter and should proceed to determine it.
2.	*Serene Resources DMCC v Energen DMCC* Application No. 2/2025 Date: 2 September 2025	The respondent sought enforcement in the DIFC Courts of a SIAC award and obtained a worldwide freezing order over the applicant's assets. The applicant filed an annulment action before the Dubai Courts, arguing that both courts were now seized of parallel proceedings on the same award and that the DIFC lacked jurisdiction because neither party had any nexus to the DIFC.	The CJT ruled in favour of the Dubai Courts having jurisdiction. Referring to Article 1 of Federal Law No. 6 of 2018 and Article 14 of the New JAL, the Tribunal noted that both the DIFC and Dubai Courts can, in principle, hear disputes concerning the validity of awards seated in *"the Emirate of Dubai"*. However, in the absence of an express agreement conferring DIFC jurisdiction or any

			factual link to the DIFC, the matter properly fell within the Dubai Courts' competence, and the DIFC Courts must refrain from enforcement pending annulment proceedings in the seat court. The CJT directed suspension of all related DIFC proceedings.
3.	*Green Community Holdings v Hiruy Amanuel* Application No. 1/2025 Date: 19 May 2025	A dispute arose between the parties concerning the renovation of a villa. The respondent first brought proceedings before the Dubai Courts seeking appointment of an expert at the Dispute Resolution Centre, followed by a Real Estate Appeal in which the Dubai Court rejected a plea challenging its jurisdiction and appointed an expert panel. More than a year later, the applicant filed a claim before the DIFC Small Claims Tribunal, relying on a clause in the renovation contract granting jurisdiction to the DIFC Courts. The respondent argued that the clause had subsequently been amended to confer exclusive jurisdiction on the Dubai Courts.	The CJT ruled in favour of the Dubai Courts having jurisdiction. It found that the only link to the DIFC was the original jurisdiction clause, which had been amended before the Dubai proceedings were filed. The Tribunal ordered the DIFC Courts to cease hearing the matter, upheld Dubai Courts' jurisdiction, and directed that the AED 3,000 security deposit be forfeited in favour of the Dubai Courts.

4.	*Hannon International Middle East DMCC v Orlen Trading Swiss LLC* Application No. 14/2024 Date: 16 December 2024	The dispute arose from a contract for the sale and purchase of crude oil. The respondent sought a freezing order from the DIFC Courts to seize the applicant's funds pending arbitration. The applicant objected, contending that the sale contract vested supervisory jurisdiction in the Dubai Courts and that the respondent's separate application to the Dubai Court of Appeal to constitute an arbitral tribunal amounted to an acknowledgement of Dubai's jurisdiction.	The CJT dismissed the application, finding no conflict of jurisdiction. It reasoned that the DIFC Court's order for precautionary attachment was merely preservatory and did not affect the origin or merits of the dispute. Accordingly, no positive or negative conflict existed between the two court systems. Importantly, the Tribunal observed that the DIFC Courts may grant protective or interim relief in support of arbitration even where the seat lies outside the DIFC, provided such measures do not interfere with the supervisory powers of the Dubai Courts.
5.	*NU Projects Technical Services LLC v Yahya Iqbal Ismail* Application No. 13/2024 Date: 4 November 2024	The dispute arose from a renovation contract concluded on 28 July 2023 for renovation works on a villa in Jumeirah Islands. Two parallel proceedings were initiated — one before the Centre for Amicable Settlement of Disputes (Dubai Courts) and another before the DIFC Courts. The applicant argued that the Dubai Courts were competent, relying on a	The CJT ruled in favour of the DIFC Courts having jurisdiction. It held that the written agreement between the parties sufficiently evidenced an intention to confer jurisdiction on the DIFC Courts. The CJT accepted that the reference to "DFSA Courts" was an obvious drafting error, and that the surrounding context,

		jurisdiction clause referring to the "DFSA Courts," which it claimed was a typographical error meant to designate the Dubai Courts. The respondent, however, maintained that the agreement was drafted in English, signed within the DIFC, and that the reference to the DFSA Courts implied DIFC Court jurisdiction.	including the English-language contract and signing within the DIFC, pointed to the DIFC Courts as the intended forum. Relying on Article 5(2) of DIFC Courts Law No. 12 of 2004, the CJT affirmed that the DIFC Courts of First Instance had jurisdiction pursuant to a written agreement.
6.	*Rajen Shah v Skatteforvatningen (The Danish Customs and Tax Administration)* Application No. 12/2024 Date: 4 November 2024	The dispute arose after the Dubai Courts issued a final judgment in favour of the respondent. Following the Dubai judgment, the respondent sought to enforce that same judgment before the DIFC Courts, invoking the established enforcement pathway between the two systems. The applicant objected to the DIFC proceedings, arguing that because the DIFC Courts form a separate judicial system, they could not execute a judgment of the Dubai Courts and therefore a conflict of jurisdiction existed. The applicant sought CJT intervention to determine the proper enforcement authority.	The CJT dismissed the application, finding no conflict of jurisdiction. It found that there were no inconsistent judgments or parallel proceedings between the Dubai and DIFC Courts. The DIFC action merely concerned the execution of the Dubai judgment, not a separate or contradictory claim. The CJT therefore declared itself incompetent, confirming that the matter did not amount to a jurisdictional conflict.

7.	*TajAir PJSC X v Aerovista FZE* Application No. 11/2024 Date: 9 October 2024	The dispute arose from an operating lease agreement for an aircraft. The agreement provided for arbitration under the DIAC, with the DIFC as the seat of arbitration. An emergency arbitrator appointed by the DIAC issued an award in favour of the respondent. The respondent sought enforcement of that award before the Dubai Courts, while the applicant filed a set aside application before the DIFC Courts. Before the CJT, the applicant argued that the Dubai proceedings created a jurisdictional conflict and that the seat designation vested supervisory jurisdiction in the DIFC Courts.	The CJT ruled in favour of the DIFC Courts having jurisdiction. It found that, although the claims before the two courts were distinct, they arose from the same subject matter and involved the same parties. Since the arbitration was seated in the DIFC, the DIFC Courts exercised exclusive supervisory authority over the award and any related enforcement. The CJT ordered cessation of proceedings before the Dubai Courts.
8.	*Mustansir Hamza Khetty Dawoodbhoy v Francis James Byrne* Application No. 11/2024 Date: 9 October 2024	The dispute concerned enforcement of a commercial appeal judgment of the Dubai Courts awarding approximately AED 35 million against the applicant. The respondents obtained an execution order before the Dubai Courts and, through letters rogatory, sought enforcement by the DIFC Courts. The DIFC Execution Judge upheld the Dubai Court's	The CJT dismissed the application, finding no conflict of jurisdiction. It held that the supposed conflict was between two procedural enforcement decisions by the two courts, implementing the same substantive Dubai judgment, not conflicting determinations of rights. The DIFC Court's measures were merely an execution of the Dubai judgment, permissible so long as they did not alter

		judgment and ordered its execution as if rendered by the DIFC Courts. The applicant contended that the DIFC execution proceedings unlawfully extended to third-party entities not named in the Dubai judgment and that simultaneous enforcement was also occurring in the Dubai Courts, giving rise to a conflict of jurisdiction and contradictory enforcement orders.	the underlying right. The CJT confirmed that no positive or negative jurisdictional conflict existed under Article 4 of Decree No. 29 of 2024 and that disputes over alleged excess of DIFC execution powers must be challenged through the ordinary appeal mechanisms of that court. The Tribunal ordered forfeiture of the security deposit and lifted the interim stay of proceedings.
9.	*Nabil Fouad Abdulla* Application No. 9/2024 Date: 21 August 2024	The dispute arose from inheritance proceedings. One of the heirs sought information from a bank licensed in the DIFC, prompting the registration of a civil estate suit before the Dubai Courts. The Dubai Court ruled that it lacked jurisdiction to hear the lawsuit, holding that because the bank's licence was issued by the DIFC Authority, only the DIFC Courts were competent to adjudicate matters involving such entities. The applicant then sought a CJT determination to clarify the competent judicial authority.	The CJT dismissed the application, finding no conflict of jurisdiction. It held that since only a single judgment had been issued by the Dubai Courts and no conflicting proceedings or judgments existed before the DIFC Courts, there was no positive or negative conflict of jurisdiction under Article 4 of Decree 29.

10.	*Abdul Rahman Mohamed Mohamed Hussein v Gulf IT Network Distribution Company – Free Zone LLC & Anor* Application No. 8/2024 Date: 21 August 2024	The dispute involved a disagreement concerning the dissolution and liquidation of a company jointly owned by them. The company's Memorandum of Association contained a clause granting jurisdiction to the DIFC Courts for any disputes between the partners. However, the respondent later proposed amending the jurisdiction clauseto name the Dubai Courts as the competent forum, claiming repeated but unsuccessful attempts to obtain the applicant's consent. The applicant filed an application before the CJT seeking a declaration that the Dubai Courts were the competent authority to hear the dispute.	The CJT dismissed the application, finding no conflict of jurisdiction. It noted that no parallel or competing proceedings were pending before both courts, and thus no positive or negative conflict existed. The CJT therefore declared itself incompetent to entertain the matter, as the question of conflict remained hypothetical.
11.	*RAK Mix LLC v Union Cement Company PJSC and Sheikh Sultan Jamal Saqer Sultan Al Qasimi* Application No. 7/2024 Date: 21 August 2024	The dispute arose from a debt assignment agreement. The agreement explicitly provided for the exclusive jurisdiction of the DIFC Courts. Despite this, the first respondent initiated enforcement proceedings in the Dubai Courts while also filing a related claim in the DIFC Courts, resulting in overlapping proceedings before both	The CJT ruled in favour of the DIFC Courts having jurisdiction. It held that where the parties have clearly and contractually conferred jurisdiction on the DIFC Courts, such agreement must prevail, and any parallel proceedings before the Dubai Courts must be discontinued. The CJT accordingly ordered the Dubai

		fora. The applicant sought a determination from the CJT to resolve the conflict of jurisdiction.	Courts to cease proceedings related to the dispute.
12.	*Yousuf Al-Sharif Advocates & Legal Consultants v Salam Musa Abdullah* Application No. 6/2024 Date: 21 August 2024	The dispute arises from an attorney fee agreement, governed by English law and providing that disputes *"shall be referred to the DIFC Courts exclusively."* The agreement was amended twice, but the exclusive jurisdiction clause remained unchanged. The respondent obtained a judgment from the DIFC Small Claims Tribunal for AED 500,000 which was later revoked on 11 June 2024. The applicant then filed a civil claim in the Dubai Courts challenging the agreement and sought CJT's determination of the competent forum.	The CJT ruled in favour of the DIFC Courts having jurisdiction. It rejected the applicant's request to vest jurisdiction in the Dubai Courts, ordered the Dubai Courts to cease proceedings, and transferred the AED 3,000 security deposit to the DIFC Courts' treasury.
13.	*Delta Offshore International Co FZE v Selective Marine Services Limited* Application No. 4/2024 Date of decision: 21 August 2024	The dispute arose from a contract for the purchase of a self-propelled excavator. The agreement contained an arbitration clause referring disputes to DIAC, but did not specify a seat. The respondent commenced DIAC arbitration, and in accordance with the DIAC Rules, where the default seat is DIFC, the sole	The CJT ruled in favour of the DIFC Courts having jurisdiction. It held that since the seat of arbitration had been fixed within the DIFC, the DIFC Courts have supervisory jurisdiction. It observed that precautionary measures issued by the DIFC Courts do not alter the substance of the

		arbitrator determined the seat of arbitration to be the DIFC. In support of the arbitration, the respondent obtained freezing orders from the DIFC Courts over the applicant's assets. The applicant challenged the DIFC Courts' jurisdiction, contending that the proceedings were purely arbitral and should fall under DIAC's authority, and applied to the CJT to determine the competent forum.	dispute but preserve its subject-matter pending resolution in arbitration. Accordingly, it rejected the applicant's challenge, upheld the DIFC Courts' jurisdiction, ordered forfeiture of the AED 3,000 security deposit, and directed the Dubai Courts to cease related proceedings.
14.	*Advanced Gulf General Trading Co. LLC v Engineering Construction and Development Co. LLC* Application No. 3/2024 Date: 18 July 2024	The dispute arose from a construction contract for the development of a school building in Dubai. The agreement contained an arbitration clause referring disputes to DIAC, with DIFC as the seat. After completion of the works, a payment dispute exceeding AED 34 million emerged. The applicant initiated DIAC arbitration under the agreement's arbitration clause, while the respondent simultaneously commenced court proceedings in the Dubai Courts seeking payment and provisional attachment of the applicant's assets.	The CJT ruled in favour of the DIFC Courts having jurisdiction. It ruled that, under Article 5(1) and (2) of the DIFC Courts Law No. 10 of 2004, the DIFC Courts had jurisdiction to hear disputes arising out of an arbitration seated in the DIFC or where enforcement measures were sought within its jurisdiction. Accordingly, the Tribunal declared the DIFC Courts competent to determine the case and directed the Dubai Courts to cease all related proceedings.

		The applicant challenged the Dubai Courts' jurisdiction, arguing that the matter should properly fall within the DIFC Courts' authority because the seat of arbitration and supervisory jurisdiction were within the DIFC.	
15.	*Ghulam Siddiq Daoudyar v Sahara FZC & Emirates NBD PJSC* Application No. 2/2024 Date: 18 July 2024	The dispute arose out of a sale and purchase agreement for the purchase of a hotel property in Al Barsha Heights valued at AED 1.14 billion. The agreement contained an arbitration clause referring disputes to DIAC, with Dubai as the seat. A related cheque for AED 399 million issued under the agreement became the subject of a payment order and provisional attachment proceedings before the Dubai Courts. In parallel, the applicant obtained an order from the DIFC Courts suspending payment of the same cheque, creating concurrent judicial proceedings over the same instrument and underlying contractual dispute. The applicant petitioned the CJT to determine which court had jurisdiction.	The CJT ruled in favour of the DIFC Courts having jurisdiction. It found that a positive conflict of jurisdiction existed under Articles 4 and 6 of Decree 29, as both the DIFC and Dubai Courts were seised of proceedings concerning the same cheque and underlying contractual dispute. It held that, because the seat of arbitration was the Emirate of Dubai and the agreement did not expressly confer jurisdiction on the DIFC Courts, jurisdiction properly lay with the Dubai Courts. The CJT therefore declared the Dubai Courts competent, directed the DIFC Courts to cease all related proceedings, and ordered forfeiture of the AED 3,000 security deposit in favour of the Dubai Courts' treasury.

16.	*Tabarak Investment Owned by Tabarak Commercial v Khadoun Rashid Said Al Tabri and Zaina Rashid Al Tabari* Cassations No. 1/2022 and No. 1/2023 Date: 18 July 2024	The parties were engaged in litigation where two sets of proceedings were running in parallel: one in the DIFC Courts and another in the Dubai Courts. The applicant claimed that the DIFC Courts should cease jurisdiction and that the Dubai Courts were the competent authority. A previous JJC decision dated 20 June 2019 had determined that the Dubai Courts had competence, and the DIFC Courts were instructed to stop considering the DIFC case. Despite this, the DIFC Courts proceeded, issued further judgment and costs orders, and an execution file was opened against the applicant for AED 934,042 based on the DIFC judgment.	The CJT ruled in favour of the Dubai Courts having jurisdiction. It found that a conflict existed, as both the DIFC and Dubai Courts had issued judgments concerning the same dispute, notwithstanding the earlier JJC decision. It took note of that earlier ruling, which had declared the Dubai Courts to be the competent forum, and reaffirmed that conclusion. The DIFC Courts had exceeded their jurisdiction in continuing the case, declared their subsequent judgment and related execution proceedings void, and directed a stay of enforcement. The CJT ordered a stay of the execution proceedings, directed the DIFC Courts to cease consideration of the case, and held the respondents liable for costs and attorney-fees.

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[ii] Singularity Legal Insight, "DIFC Courts as a Conduit for Enforcement Within and Outside The UAE" (see here)

[iii] [44], *Five Holding Limited v Orient UNB Takaful PJSC* [2021] DIFC CFI 027 (4 August 2021)

[iv] Clifford Chance, "Judicial Tribunal Decisions – Key Takeaways" (see here); Herbert Smith Freehills, "Dubai's New Judicial Authority: What you need to know" (see here); Holman Fenwick Willan LLP, "Observations on the first two years of the Joint Judicial Committee" (see here); Norton Rose Fulbright, "The Dubai Judicial Tribunal — A claw back of jurisdiction?" (see here)

[v] *Daman Real Capital Partners Co. LLC v. Oger Dubai LLC,* Cassation 1 of 2016

[vi] *Dubai Waterfront LLC v Liu,* Cassation 2 of 2016

[vii] *Endofa DMCC v D'Amico Shipping,* Cassation 4 of 2017

[viii] [31]-[32], *Lakhan v Lamia* [2021] DIFC CA 001 (8 April 2021)

[ix] [55], *Tavira Securities Limited v Re Point Ventures FZCO & Ors* [2017] CFI 026 (17 December 2017)

[x] *Serene Resources DMCC v Energen DMCC* (CJT 2/2025) (see [2], Schedule I)

[xi] *Advanced Gulf General Trading Co LLC v Engineering Construction and Development Co LLC* (CJT 3/2024) (see [14], Schedule I)

[xii] See our paper titled "The Evolving Landscape of Freestanding Injunctions in the DIFC" published for DAW 2025 (see here)

[xiii] *Hannon International Middle East DMCC v Orlen Trading Swiss LLC* (CJT 14/2024) (see [4], Schedule I)

[xiv] *Rajen Shah v Skatteforvatningen* (CJT 12/2024) (see [6], Schedule I)

[xv] *Nael v Niamh Bank* [2024] DIFC CA 015 (9 January 2025)

[xvi] *Union Insurance Company PJSC v International Precious Metals Refiners LLC* [2022] DIFC CFI 064 (12 May 2025)

[xvii] *Union Insurance Company PJSC v International Precious Metals Refiners LLC* [2022] DIFC CFI 064 (15 September 2023)

[xviii] *Horizon Energy LLC v Al Buhaira National Insurance Company* [2022] DIFC CA 015 (19 April 2023)

[xix] *Investment Group Private Limited v Standard Chartered Bank* [2015] DIFC CA 004 (19 November 2015)

[xx] *Union Insurance Company PJSC v International Precious Metals Refiners LLC* [2022] DIFC CFI 064 (26 June 2025)

[xxi] *Ivankovich v KJM Marine* [2024] DIFC CFI 068 (26 March 2025)

[xxii] *NU Projects Technical Services LLC v Yahya Iqbal Ismail* (CJT 13/2024) (see [5], Schedule I)

[xxiii] *Neville v Nigel* [2024] DIFC CFI ARB 006 (2 July 2024)

[xxiv] *Valentyna Plewka Kolesnik v Emirates NBD Bank* [2024] DIFC SCT 242 (31 October 2024)

[xxv] *Atul Ashok Amir Chand Dhawan v Zurich International Life Limited* [2025] DIFC CFI 019 (9 September 2025)

ABOUT US

Singularity is an Asia and Africa focused international disputes boutique, established in August 2017. Since then, we have handled over US$ 10 billion in cross-border disputes in various sectors, including energy and resources, construction and infrastructure, shipping and maritime, sports and entertainment, international trade and business, and private equity and finance. These disputes have arisen out of business relations and projects in various parts of the world including the Bahamas, British Virgin Islands, Cayman Islands, Canada, Egypt, Hong Kong, India, Israel, Italy, Indonesia, Kazakhstan, Nigeria, Malaysia, Oman, Philippines, Russia, Turkey, UAE, UK, USA, Saudi Arabia, Sierra Leone Singapore and Somalia.

We are recognised as market leaders.

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(b) Benchmark Litigation (Asia Pacific - Singapore) – Recognised for International Arbitration – International Firms and White-Collar Crime practices (2025)
(c) Chambers & Partners (Global) – Singularity for dispute resolution practice (2025)
(d) Legal 500 (Asia Pacific) - Recognised for Dispute Resolution practise in Arbitration (2025)
(e) Chambers & Partners (Asia Pacific) – Singularity for dispute resolution practice (2025)
(f) AsiaLaw – Recognised for Dispute Resolution, Construction, Banking & Financial Services and Technology & Telecommunications practise areas (2024)

(g) LegalMedia 360 (India) – Recognised for Dispute Resolution practice (Arbitration) (2024)
(h) Ranked as "Most Active in the Enforcement & Annulment of Commercial Arbitration Awards" - Jus Connect's 2023 Rankings

OUR MIDDLE EAST PRACTICE

Singularity Legal is licensed to practice as legal consultants in the UAE, including as solicitors before the courts at Dubai International Financial Centre (DIFC) and Abu Dhabi Global Markets (ADGM).

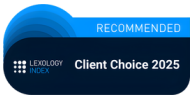
Our partner, Prateek Bagaria, has also been registered as a Part II lawyer with full rights of audience before the DIFC Courts and will be heading the firm's Middle East practice.

On the firm's entry into the UAE, he said:
"DIFC is an upcoming business and trade hub and has been a priority center for Indian financial institutions, funds, family businesses, multinational corporations, and trading houses, among others, operating in the Asia-Africa corridor. Moreover, in light of the new India-UAE Comprehensive Economic Partnership Agreement (CEPA), business dealings in the DIFC are slated to grow exponentially. We are thrilled to expand our practice to the Middle East, where our clients increasingly require our assistance with their disputes. This expansion will also give the clients more immediate access to the firm's specialists and wider network in the MENA region."

Singularity now has the end-to-end ability to service clients across the UAE, including DIFC and ADGM Courts, covering disputes relating to:

(a) construction and infrastructure projects
(b) shipping and maritime
(c) bank guarantees and insurance
(d) debt recovery, enforcement, and insolvency
(e) intellectual property
(f) digital assets
(g) pro bono representation

In view of our remarkable achievements in the Middle East, we have also been ranked as one of the "most active law firms in the enforcement and annulment of commercial awards in the United Arab Emirates".



ABOUT EXPERT TALK

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He also acts as a strategic counsel in cross-border investments, joint venture and trade deals. He has a passion for advising on law governing radical technologies and businesses.

LAWYERS OF TOMORROW

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