

UNTANGLING CONFLICT OF JURISDICTION BETWEEN DIFC AND ONSHORE COURTS



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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.	<i>Abdelrahman Husain v Gulf IT Network Distribution and Anr</i> 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.	<i>Serene Resources DMCC v Energen DMCC</i> 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.	<i>Green Community Holdings v Hiruy Amanuel</i> 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.	<i>Hannon International Middle East DMCC v Orlen Trading Swiss LLC</i> 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.	<i>NU Projects Technical Services LLC v Yahya Iqbal Ismail</i> 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.	<i>Rajen Shah v Skatteforvatning en (The Danish Customs and Tax Administration)</i> 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.	<i>TajAir PJSC X v Aerovista FZE</i> 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.	<i>Mustansir Hamza Khetty Dawoodbhoy v Francis James Byrne</i> 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.	<i>Nabil Fouad Abdulla</i> 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.	<i>Abdul Rahman Mohamed Mohamed Hussein v Gulf IT Network Distribution Company – Free Zone LLC & Anor</i> 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 clause to 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.	<i>RAK Mix LLC v Union Cement Company PJSC and Sheikh Sultan Jamal Saqer Sultan Al Qasimi</i> 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.	<i>Yousuf Al-Sharif Advocates & Legal Consultants v Salam Musa Abdullah</i> 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.	<i>Delta Offshore International Co FZE v Selective Marine Services Limited</i> 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.	<i>Advanced Gulf General Trading Co. LLC v Engineering Construction and Development Co. LLC</i> 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.	<i>Ghulam Siddiq Daoudyar v Sahara FZC & Emirates NBD PJSC</i> 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.	<i>Tabarak Investment Owned by Tabarak Commercial v Khadoun Rashid Said Al Tabri and Zaina Rashid Al Tabari</i> 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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References:

- ⁱ [153], *Carmon Reestrutura-engenharia E Serviços Técnicos Especiais, (Su) LDA v Antonio Joao Catete Lopes Cuenda* [2024] DIFC CA 003 (26 November 2024)
- 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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(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."

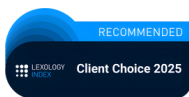
LAWYERS OF TOMORROW



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”.



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