

**MEDIATION IN THE DIFC: A
STRENGTHENED FRAMEWORK
FOR COMMERCIAL SETTLEMENT**



A. INTRODUCTION

1. Mediation has long formed part of the DIFC Courts' approach to dispute resolution. Part 27 of the Rules of the DIFC Courts ("**RDC**") provides for alternative dispute resolution ("**ADR**"), including mediation and conciliation, and empowers the Court to encourage parties to pursue ADR and make appropriate case management orders. Since 2018, the normal practice has been to make an ADR order at the case management conference unless the parties show compelling reasons otherwise. In 2021, the DIFC Courts further clarified their power to refer parties to mandatory mediation, including mediation conducted by a Judge, Registrar or Judicial Officer.ⁱ The Courts have exercised these powers in practice. For instance, in *Alexandra Wilson v Simmons & Simmons*, the parties participated in a judicial mediation under an order addressing confidentiality, settlement authority and the conduct of the mediation.ⁱⁱ

2. While this framework encouraged settlement, it remained largely connected to the Courts' case management powers. There was no dedicated mediation institution within the DIFC Courts through which parties could independently commence and administer mediations under a common set of rules. Further, reaching a settlement through mediation did not, by itself, give the agreement an independent status for enforcement. Parties generally had to rely on contractual remedies or appropriate orders made in existing proceedings. These limitations highlighted the need for a more structured mediation framework, particularly one that could support parties from the commencement of mediation through to enforcement of the resulting settlement.

3. The significant development came with Law No. 2 of 2025 Concerning Dubai International Financial Centre Courts ("**Courts Law 2025**"). Article 13 provided for the establishment of a mediation centre within the DIFC Courts, while Article 30(B) recognised two categories of settlements as Enforcement Writs: signed agreements approved by the Mediation Centre and agreements ratified by the DIFC Courts in the course of proceedings. As discussed in Singularity Legal's 2025 publication, *JAL 2.0: The DIFC Courts Reboot*, these provisions represented important developments in the institutional and enforcement framework of the DIFC Courts. With the Mediation Centre now operational and further developments since 2025, the focus shifts from the introduction of these provisions to how the framework operates and what it offers commercial parties.

4. For the first time, the DIFC Courts have a dedicated institution to receive and administer mediations, with a regulated panel of mediators, procedural rules and a means of appointing a mediator when the parties cannot agree on one. The same law made two kinds of settlement directly enforceable: those approved by the DIFC Mediation Centre and those ratified by the DIFC Courts in the course of proceedings. With these changes, mediation in the DIFC has moved from something the DIFC Courts encourage to a process they administer and enforce.

5. Several developments have contributed to this progress. While the DIFC Courts Mediation Service Centre ("**DIFC Mediation Centre**") was formally launched in September 2025, its institutional framework continued to develop in 2026. Internal Practice Direction No. 1 of 2026 established the registration and professional standards for the Panel of Mediators, followed by an invitation for applications in March 2026.ⁱⁱⁱ

In June 2026, the DIFC Courts also entered into a collaboration with The Mediation Hub MENA, and in July introduced a Commercial Mediation Scheme to encourage greater uptake.^{iv} Beyond the Centre, the UAE acceded to the United Nations Convention on International Settlement Agreements Resulting from Mediation ("**Singapore Convention**") on 8 October 2026, while the DIFC Authority proposed a broader statutory mediation framework through amendments to the DIFC Arbitration Law.^v Taken together, these developments reflect the DIFC's move towards a more comprehensive mediation framework, combining institutional support, domestic enforcement mechanisms and developing avenues for cross-border enforcement.

B. INSIDE THE DIFC MEDIATION CENTRE

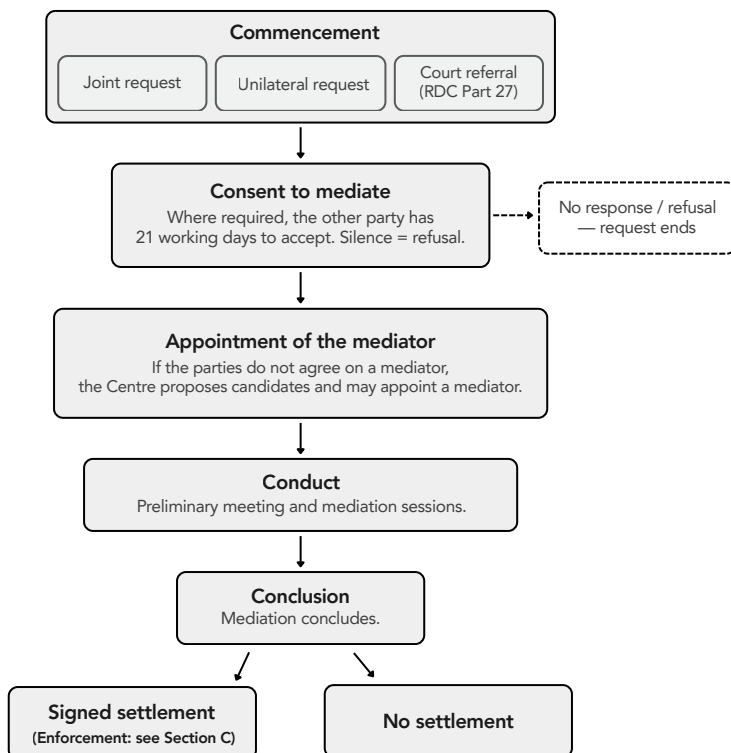
6. The DIFC Mediation Centre is the operational core of the new framework. It was established under Resolution No. 2 of 2025, with its procedural rules issued under Resolution No. 5 of 2025.^{vi} It maintains a regulated panel of mediators, admitted against experience and training requirements set by the DIFC Courts, and the parties may choose a mediator from the panel or nominate someone outside it.^{vii} Fees follow the DIFC Courts' published schedule, currently reduced by 50% under the ongoing Commercial Mediation Scheme. Sessions may be held online or in person, and the DIFC Mediation Centre presents its service as open to parties wherever they are based.^{viii}

7. For a commercial party, a mediation at the DIFC Mediation Centre runs in five stages.^{ix} The points that matter at each stage are these:

- (a) **Commencement:** Mediation may be initiated in three ways:
- (i) by a joint request from the parties; (ii) by a unilateral request from one party, whether or not the contract contains a mediation clause; or (iii) on the invitation of the DIFC Courts under RDC Part 27 in pending proceedings.
- (b) **Consent to mediate:** Where the parties jointly request mediation, no further acceptance is required. Where one party applies, the other has 21 working days to accept, and silence is treated as refusal. A unilateral request therefore cannot compel an unwilling party to mediate. Court-referred mediation is different: the Court may direct parties to participate in mediation under its case management powers, including through mandatory mediation orders.^x
- (c) **Appointment of the mediator:** The parties may nominate a mediator jointly. If they cannot agree, the DIFC Mediation Centre proposes candidates and, failing agreement within seven working days, the Head of Ancillary Services of the DIFC Courts may make the appointment. The practical importance of this mechanism is illustrated by *Dhawan v El Jaouhari*, where the parties were unable to agree on a mediator despite the Court's earlier directions for ADR.^{xi} The Court nevertheless considered the dispute suitable for mediation and suggested that the parties seek assistance from the DIFC Mediation Services.
- (d) **Conduct:** After a preliminary meeting at which fees, timetable and procedure are agreed, the mediator conducts the sessions in the manner best suited to the dispute. Each party must attend through a representative authorised to conclude a binding settlement on its behalf.

(e) **Conclusion:** If the parties settle, they record the terms in a written agreement signed by both, electronically or in counterparts if they wish. Each party should keep its own signed original, because the DIFC Mediation Centre deletes its records within a reasonable time after the mediation concludes. If the parties do not settle, the mediation ends and the mediator invites them to consider other means of resolving the dispute.

Figure 1: Lifecycle of a mediation at the DIFC Mediation Centre



8. Confidentiality runs through the whole process. Communications and material prepared for the mediation are private, confidential and without prejudice, and the parties may not rely on them in later proceedings unless they agree otherwise.^{xii} The protection is not absolute. It yields where disclosure is compelled by law or ordered by a court, and it does not shield a document that would be disclosable in any event.^{xiii} The terms of a settlement are confidential as well, but that confidentiality cannot stop a party from producing the agreement when it needs to enforce it.^{xiv}

C. ENFORCEMENT OF SETTLEMENTS IN THE DIFC

9. A settlement agreement is ordinarily a contract, and where one party defaults, the other must establish its entitlement to enforce it. Where DIFC proceedings are already pending, the parties may preserve the ability to enforce their settlement within those proceedings through an appropriate court order. A common example is a Tomlin order, under which the proceedings are stayed except for the purpose of carrying the agreed settlement terms into effect. RDC 36.29 prescribes the usual form of such an order, with the settlement terms set out in an attached schedule and liberty to apply for their enforcement.^{xv}

10. The recent litigation in *Kapova v Makovini* illustrates the procedural difficulties that can arise in enforcing settlement agreements. The parties had entered into a settlement agreement and obtained a consent order staying the proceedings with liberty to apply, but without following the conventional Tomlin form: the settlement terms were not scheduled to it, and the liberty to apply was not tied to enforcing them. When the settlement was breached, the DIFC Court of First Instance ("CFI") lifted the stay and entered immediate judgment for the full settlement sum, within the existing proceedings. However, on an application for permission to appeal, the Chief Justice considered that there was a real prospect of success in the argument

that the absence of a conventional Tomlin order meant that fresh proceedings might be necessary to enforce the settlement. This uncertainty was resolved by the Court of Appeal in October 2026, which upheld the CFI's decision and confirmed that the settlement could be enforced within the existing proceedings notwithstanding the departure from the conventional Tomlin form.^{xvi}

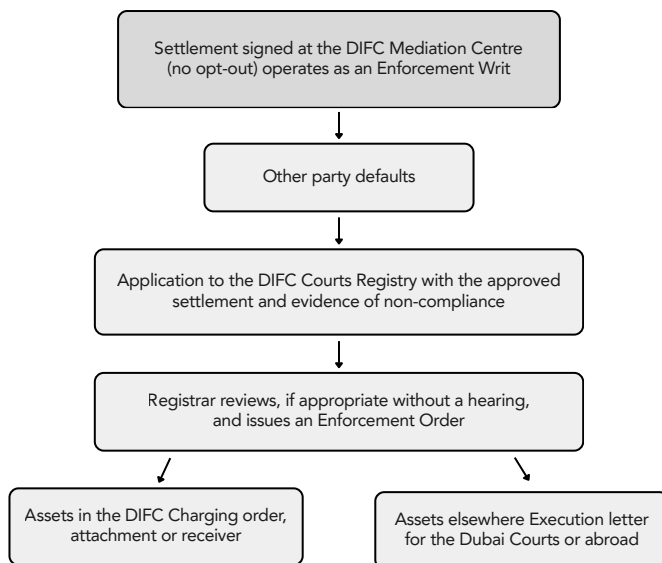
11. The Courts Law 2025 provides a more direct statutory route for qualifying settlements. Article 30 permits compulsory enforcement under an "Enforcement Writ" and expressly recognises two categories of settlement agreements: (i) signed settlement agreements approved by the DIFC Mediation Centre under Article 30(B)(4); and (ii) settlement agreements ratified by the DIFC Courts in the course of the proceedings under Article 30(B)(5).^{xvii} Both routes confer Enforcement Writ status, although the conditions and procedures for obtaining and enforcing that status differ. Importantly, the second route is not confined to mediation: parties who settle pending proceedings through private negotiations or mediation outside the Centre may also seek Court ratification.

12. Centre-approved settlements (Article 30(B)(4)): The Mediation Centre Rules give effect to Article 30(B)(4) by providing that a signed settlement agreement operates as a Mediation Order and an Enforcement Writ by default.^{xviii} Parties who do not wish their settlement to acquire this status must agree to opt out in writing and submit that agreement to the Centre before the mediation commences. The choice is therefore made at the outset, rather than after the settlement terms have been agreed. One reason parties may consider opting out is where enforcement abroad under the Singapore Convention is anticipated, given the potential exclusion of court-approved settlements enforceable as judgments from the Convention's

scope (see *Section D*). Opting out would not affect the contractual binding effect of the signed settlement, but would remove the benefit of its automatic Enforcement Writ status under the Centre Rules. A party seeking to enforce such a settlement would instead need to rely on the ordinary contractual or other available enforcement mechanisms.

13. Where the parties have not opted out, the Mediation Centre Rules provide a streamlined procedure for enforcing the settlement in the event of non-compliance. The aggrieved party may apply to the DIFC Courts Registry through a dedicated Form MSC 01, supported by the settlement agreement and evidence of non-compliance. The Registrar may determine the application without a hearing and issue an Enforcement Order. The Mediation Centre Rules therefore prescribe a Registrar-led process from the enforcement application through to the Enforcement Order, following which the usual execution measures may be pursued under RDC Part 45.

Figure 2: Enforcing a settlement approved by the DIFC Mediation Centre



14. The procedure suits a clear default, such as a missed payment. One question that remains is how the procedure will operate where non-compliance is contested. The Rules do not expressly provide for a response by the party against whom enforcement is sought, or specify how disputes over performance of the settlement obligations should be determined. While such disputes may require judicial consideration under the DIFC Courts' general procedural framework, the application of that framework to contested enforcement under the Mediation Centre Rules remains to be clarified.

15. **Court-ratified settlements (Article 30(B)(5)):** This route extends beyond the Centre and covers settlements ratified by the DIFC Courts during proceedings. However, the Courts Law does not specify the form that ratification must take. In *Kapova*, the Court of Appeal observed that a conventional Tomlin order does not ordinarily amount to judicial endorsement or approval of the settlement terms, which remain contractual in nature.^{xix} Although the Court was not considering Article 30(B)(5), the distinction is important: an order staying proceedings by reference to a settlement agreement, even with liberty to apply, is not necessarily an order ratifying that agreement. A consent order incorporating the settlement obligations into its operative provisions stands on a different footing, since those obligations may themselves be enforceable as a Court order under Article 30(B)(1). Whether such incorporation also amounts to ratification under Article 30(B)(5), or whether express judicial approval is required, has yet to be clarified.

16. Unlike Centre-approved settlements, for which the Mediation Centre Rules expressly prescribe an application to the Registry through Form MSC 01 and the issuance of an Enforcement Order by the Registrar, no equivalent procedure is prescribed for Court-ratified settlements. It is unclear whether ratification enables the settlement

to be enforced in the same manner as a Court judgment, whether a separate Enforcement Order must be obtained through a Registrar-led process, or whether a further application to the Court is required. Thus, while both categories of settlements enjoy Enforcement Writ status under the Courts Law, the procedure for translating that status into an executable order is more clearly established for Centre-approved settlements.

D. TAKING SETTLEMENTS ACROSS BORDERS

17. A settlement enforced through the DIFC Courts may also be capable of enforcement abroad as a court judgment. The Singapore Convention provides a distinct route, allowing qualifying international mediated settlements to be enforced directly in a contracting state, without first obtaining a court judgment or enforcement order. A party relying on the Convention applies to the competent authority in the state where enforcement is sought, producing the signed settlement and evidence that it resulted from mediation. Relief may be refused only on the grounds prescribed by the Convention.^{xx} There is no reciprocity requirement, so the relevant question is whether the state where enforcement is sought is a party to the Convention.

18. The UAE acceded on 8 October 2026, following approval by Federal Decree No. 85 of 2026, and the Convention will enter into force for the UAE on 8 April 2027.^{xxi} Until then it cannot be invoked in UAE courts, although a settlement may already be enforceable under it in states where it is in force. Three features are relevant:

- (a) **Prospective application:** In the UAE, the Convention will apply only to settlements concluded after 8 April 2027, regardless of when enforcement is sought.^{xxii}

(b) **UAE reservations:** The UAE has made both reservations permitted under the Convention. It will not apply the Convention to settlements involving the UAE, its governmental agencies or persons acting on their behalf. It will also apply the Convention only where the parties have agreed to its application. Parties intending to enforce a settlement in the UAE under the Convention should therefore expressly record that agreement.^{xxiii}

(c) **Scope:** The Convention applies only to written settlements of international commercial disputes resulting from mediation. Internationality is broadly established where the parties have places of business in different states, or where the place of substantial performance or the state most closely connected with the settlement differs from their common place of business. Consumer, family, inheritance and employment matters are excluded.^{xxiv}

19. An important question is how the Singapore Convention interacts with the DIFC's settlement-enforcement framework. Article 1(3)(a) of the Convention excludes settlements that (i) have been approved by a court or concluded in the course of court proceedings; and (ii) are enforceable as judgments in that court's state. The exclusion seeks to avoid overlap with regimes for enforcing court judgments. Settlements recognised as Enforcement Writs under Article 30(B)(4) and (5) of the Courts Law 2025 are likely to fall within this exclusion. As discussed in Section C, parties mediating through the DIFC Mediation Centre may opt out of the Article 30(B)(4) Court-enforcement regime before mediation commences. This may be particularly relevant where parties anticipate relying on the Singapore Convention for direct enforcement abroad. The choice between retaining the Centre's default enforceability mechanism and opting out should therefore be informed by where enforcement is likely to be required.

E. WHAT THE DRAFT ARBITRATION AND MEDIATION LAW WOULD ADD

20. The Draft Arbitration and Mediation Law was published by the DIFC Authority in June 2026 with Consultation Paper No. 2 of 2026.^{xxxv} The proposed Part 5 would introduce a statutory mediation framework, addressing important gaps in the existing regime. Part 5 proposes to address these gaps as follows:

Issue	Position today	Proposed Part 5
Enforcing a mediated settlement	Direct enforcement under Article 30(B)(4) and (5) depends on Centre approval or Court ratification. The Singapore Convention is limited to qualifying international settlements.	Article 57 would permit DIFC Court recognition and enforcement of mediated settlements wherever the mediation occurred, even without an underlying DIFC jurisdictional connection, subject to specified refusal grounds.
Enforcement procedure	Rule 8 provides a Registrar-led procedure for Centre settlements, but no equivalent procedure is expressly prescribed under Article 30(B)(5).	Article 57 sets out the evidence required for recognition, grounds for resisting enforcement (including prior performance or unclear obligations), and enforcement powers equivalent to those for DIFC Court judgments.
Confidentiality	Express protection exists under the Mediation Centre Rules, while private mediations principally rely on contractual and other applicable confidentiality protections.	Articles 52–53 would establish statutory confidentiality and restrictions on the use of mediation communications as evidence, subject to specified exceptions.
Agreements not to sue during a mediation	Agreements to refrain from litigation or arbitration during mediation operate principally as contractual undertakings.	Article 56 would expressly require courts and tribunals to give effect to such undertakings, while preserving proceedings necessary to protect a party's rights.

21. The most significant change is the proposed recognition mechanism under Article 57. A settlement reached in an ad hoc mediation, or in one administered abroad, could be enforced in the DIFC on an application for recognition rather than a claim on the contract, provided it does not concern a consumer, family, inheritance or employment dispute.^{xxvi} It would also provide a clearer basis for addressing contested enforcement. However, the draft does not fully resolve the procedural questions surrounding Article 30(B)(5), particularly the form of Court ratification and the mechanics of obtaining an executable order. Part 5 remains a proposal, and its final scope and operation will depend on the legislation ultimately enacted.

F. MAKING MEDIATION WORK FOR COMMERCIAL PARTIES

22. The DIFC's evolving mediation framework offers commercial parties greater flexibility in resolving disputes, but its benefits depend on the choices made before, during and after mediation. The following considerations are particularly relevant:

(a) **Draft effective multi-tier dispute resolution clauses:** Where mediation is a contractual precondition to arbitration or litigation, identify the institution and applicable rules, specify the period allowed for mediation, and clearly provide for the next step if mediation fails or does not commence. In *Agro Resource v Promising International*, the DIFC CFI recognised the potential enforceability of an institutional mediation requirement. However, the designated institution did not act on the claimant's mediation request, and the Court held that the unsuccessful attempt at mediation did not displace the parties' separate agreement to arbitrate.^{xxvii} The case highlights both the importance of institutional reliability and the need for clearly coordinated dispute resolution provisions. The DIFC Mediation Centre's model clause provides a useful starting point.

(b) **Choose the appropriate mediation route:** Consider whether to use the DIFC Mediation Centre or a private or foreign-administered mediation, taking account of the institutional support available, the parties' ability to agree on a mediator, and the intended enforcement jurisdiction. The Centre offers a structured process and default enforceability under Article 30(B)(4), while other mediations may require a different route to enforcement.

(c) **Consider enforcement before mediation commences:** Identify where the counterparty's assets are located and whether enforcement is likely to be sought through the DIFC Courts, a foreign judgment regime or the Singapore Convention. Parties mediating through the Centre should consider whether to retain its default Enforcement Writ mechanism or opt out, particularly where direct enforcement abroad under the Convention is anticipated. Any opt-out must be agreed in writing and submitted before mediation commences. Separately, parties anticipating Convention enforcement in the UAE should expressly agree to its application.

(d) **Preserve limitation periods and procedural rights:** Mediation does not automatically suspend limitation periods or deadlines in existing proceedings. Parties should consider appropriate standstill agreements or protective proceedings, and ensure that mediation does not prejudice their ability to seek urgent interim relief, a right preserved under the Mediation Centre Rules unless otherwise agreed.^{xxviii}

(e) **Address confidentiality expressly:** While the Mediation Centre Rules provide confidentiality protections, private mediations may depend on contractual and other applicable protections. Parties should consider express confidentiality provisions, including permitted disclosures, particularly where commercially sensitive

information is involved or the settlement may subsequently require enforcement.

(f) **Draft settlements with enforcement in mind:** Settlement terms should identify the obligations of each party, payment dates, conditions precedent, evidence of performance and consequences of default. Depending on the transaction, parties may wish to provide for time being of the essence, acceleration of unpaid instalments, interest, enforcement costs and releases conditional on performance. These provisions are particularly important where non-compliance may later be contested.^{xxix} Parties should consider appropriate entire agreement, non-reliance and release provisions, together with acknowledgements that they have had the opportunity to obtain independent legal advice, understand the settlement and enter into it voluntarily. In *Kapova*, the DIFC Court of Appeal recognised the commercial purpose of such provisions in limiting subsequent challenges to settlements, although they cannot necessarily exclude a properly established case of fraud or duress.^{xxx}

(g) **Complete the formalities for enforcement:** The settlement should be recorded in writing and signed, with the parties retaining the documents necessary to establish its terms and performance. Where enforcement under the Singapore Convention is anticipated, appropriate evidence that the settlement resulted from mediation should also be preserved. Where DIFC proceedings are pending, parties should consider seeking express Court ratification under Article 30(B)(5), alongside an ordinary stay or Tomlin order.

G. CONCLUSION

23. Mediation has long formed part of the DIFC's dispute resolution framework, but recent developments have significantly strengthened its institutional and enforcement mechanisms. The DIFC Mediation Centre provides a structured process for resolving disputes, while the Courts Law 2025 gives qualifying settlements a more direct route to enforcement. The UAE's accession to the Singapore Convention and the proposed Arbitration and Mediation Law further reflect a move towards a comprehensive framework for commercial mediation, although questions remain concerning the operation and interaction of these regimes. For commercial parties, the developments make mediation an increasingly attractive option, but also reinforce the importance of considering the choice of mediation process, the terms of settlement and the intended enforcement jurisdiction from the outset.

References:

- ⁱ DIFC Courts, Registrar's Direction No. 1 of 2018, Court Ordered Alternative Dispute Resolution, paragraph 3; DIFC Courts, Practical Guidance Note No. 1 of 2021, Judicial Referral to Mediation, paragraphs 1 and 2
- ⁱⁱ *Alexandra Wilson v Simmons & Simmons Middle East LLP and Syed Raza Abbas Rizvi*, [2020] DIFC CFI 029 (14 December 2020), paragraphs 1–3, 8, 17 and 18
- ⁱⁱⁱ DIFC Courts, Practice Direction No. 1 of 2026, Guidelines for Registration on the Panel of Mediators (20 January 2026), paragraphs 1.1–1.3, 4 and 6
- ^{iv} Until 31 December 2026, eligible parties, in the UAE and abroad, receive a free one-hour consultation with a registered mediator and a 50% reduction in the DIFC Mediation Centre's administration fees if they go on to mediate.
- ^v DIFC Authority, Consultation Paper No. 2 of 2026 (June 2026), Annexure A, Part 5. The Singapore Convention enters into force for the UAE on 8 April 2027.
- ^{vi} Mediation Centre Rules, Preamble

vii DIFC Courts, Practice Direction No. 1 of 2026, Guidelines for Registration on the Panel of Mediators (20 January 2026), paragraphs 3.3, 4.1, 4.2 and 7.3; Mediation Centre Rules, Rule 3.2. Applicants must, among other things, have conducted at least five mediations, completed six hours of mediation-specific training in the preceding twelve months and be members of a recognised mediation institution, although the DIFC Mediation Centre may waive these requirements in exceptional circumstances.

viii Mediation Centre Rules, Rules 4.3, 4.4 and 9.1

ix Figure 1 is based on the Mediation Centre Rules and on the four-step process chart published by the DIFC Mediation Centre. The five stages are governed by the Mediation Centre Rules, Rules 1.4 and 2.1–2.5 (commencement and consent), Rules 3.1–3.5 (appointment), Rules 4.1, 4.2, 4.7 and 9.1 (conduct) and Rules 5.5, 6.1, 6.4 and 7.2–7.4 (conclusion).

x DIFC Courts, Practical Guidance Note No. 1 of 2021, Judicial Referral to Mediation, paragraphs 1–2 and 4–8

xi Atul Dhawan Ashok Amir Chand Dhawan v Ramzi Wahib El Jaouhari, [2024] DIFC CFI 058 (8 April 2026), paragraphs 2 and 6

xii Mediation Centre Rules, Rules 5.1, 5.3 and 5.6; see also DIFC Courts, Practice Direction No. 6 of 2014, Confidentiality of Mediation Proceedings, paragraphs 1 and 4

xiii Mediation Centre Rules, Rules 5.4 and 5.7

xiv Mediation Centre Rules, Rules 5.4, 5.7 and 8.3(a). English courts have admitted without prejudice exchanges to construe a resulting settlement, and have required a mediator to give evidence where the validity of a mediated settlement was in issue: *Oceanbulk Shipping and Trading SA v TMT Asia Ltd*, [2010] UKSC 44, paragraphs 35–46; *Farm Assist Ltd (in liquidation) v Secretary of State for the Environment, Food and Rural Affairs (No 2)*, [2009] EWHC 1102 (TCC), paragraphs 44 and 53.

xv DIFC Courts, Registrar's Direction No. 4 of 2010, Clarification on Agreed Orders Commonly Known as Tomlin Orders (17 August 2010)

xvi *Zuzana Kapova v Miloslav Makovini*, [2023] DIFC CFI 004 (29 April 2026), paragraphs 1–5; *Zuzana Kapova v Miloslav Makovini*, [2023] DIFC CFI 004 (20 July 2026), paragraphs 71–85; *Zuzana Kapova v Miloslav Makovini*, [2026] DIFC CA 012 (14 October 2026), paragraphs 29–53

- xvii Courts Law 2025, Article 30(A), (B)(4) and (B)(5)
- xviii Courts Law 2025, Article 30(B)(4); Mediation Centre Rules, Rules 7.5 and 8.1; Mediation Model Clause annexed to the Mediation Centre Rules
- xix *Zuzana Kapova v Miloslav Makovini*, [2026] DIFC CA 012 (14 October 2026), paragraphs 35–36, citing *Zenith Logistics Services (UK) Ltd v Coury*, [2020] EWHC 774 (QB), paragraph 67
- xx Singapore Convention, Articles 3(1), 4 and 5
- xxi Federal Decree No. 85 of 2026 (8 June 2026); UN Information Service, UNIS/L/403 (9 October 2026); Singapore Convention, Article 14(2)
- xxii Singapore Convention, Article 9
- xxiii Singapore Convention, Article 8(1)(a) and (b)
- xxiv Singapore Convention, Article 1(1) and (2)
- xxv DIFC Authority, Consultation Paper No. 2 of 2026 (June 2026), paragraphs 2 and 16; Annexure A, Part 5. The Consultation Paper also asks whether Part 5 should instead be a separate law, and the citation title in Article 1 of the draft differs from that in the Consultation Paper.
- xxvi Draft Arbitration and Mediation Law, Articles 45(2), 52, 53, 56 and 57(1), (2), (6), (7), (9) and (10). Article 57(6) and (7) track Article 5 of the Singapore Convention, and Article 57(10) refers to Article 30(B)(4) and (5) of the Courts Law 2025.
- xxvii *Agro Resource Tarim Gıda İç ve Dış Ticaret A.Ş. v Promising International Trading Co. DMCC*, [2025] DIFC CFI 071 (30 December 2025), paragraphs 6, 10, 32, 33(e), 35 and 42
- xxviii Courts Law 2025, Article 28; RDC 27.7; Mediation Centre Rules, Rule 4.11; see also *Agro Resource Tarim Gıda İç ve Dış Ticaret A.Ş. v Promising International Trading Co. DMCC*, [2025] DIFC CFI 071 (18 September 2025)
- xxix Singapore Convention, Article 4; Mediation Centre Rules, Rules 7.2–7.4 and 8.3
- xxx *Zuzana Kapova v Miloslav Makovini*, [2026] DIFC CA 012 (14 October 2026), paragraphs 64–67 and 85–87

ABOUT US

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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.

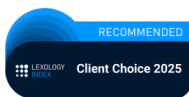
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"DIFC is an upcoming business and trade hub and has been a priority center for Indian financial institutions, funds, family businesses, multinational corporations, and trading houses, among others, operating in the Asia-Africa corridor. Moreover, in 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:

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- (c) bank guarantees and insurance
- (d) debt recovery, enforcement, and insolvency
- (e) intellectual property
- (f) digital assets
- (g) pro bono representation

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