DIFC COURTS IN 2026: THE YEAR IN REVIEW



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PREFACE

Last year, Singularity examined the legislative, judicial and institutional developments shaping the Dubai International Financial Centre (DIFC) Courts. This edition continues that annual review, and the year it covers has made one thing crystal. The DIFC Courts' work now extends well beyond specialist financial disputes; they have matured into a court of ordinary commercial adjudication, to which businesses and individuals bring the full range of their commercial lives, from shareholdings and lending to employment, property, trade and insurance, and to which a growing number of parties now come by their own choice.

Maturity of that kind is about more than volume. It shows in how a court understands the limits of its own authority, in how it treats the other forums that parties choose, and in whether its decisions hold good once they leave the courtroom.

Much of this year's law has concerned the first of these. As the Courts' gateways have widened, the harder questions have become how far they extend, over which parties and for what relief, and how the Courts sit alongside the onshore Dubai Courts when the same dispute is pressed in both. The year has brought clearer answers to many of those questions. Where it has not, we say so, and consider what the uncertainty means for parties in practice.

A mature court also knows when to stand back. The Courts' supervision of arbitration this year, which saw the first awards they have ever set aside, reflects a balance between respect for arbitral finality and a readiness to act where a party has been denied a fair hearing. The new framework for mediation approaches the same goal from another direction, giving parties who settle their disputes a clearer path to an outcome they can enforce.

In the end, the value of any judgment or award lies in what it recovers. Enforcement remains the thread that connects much of this book, from tracing and realising assets within the DIFC to the limits on carrying DIFC orders onshore and abroad. Digital assets test that thread hardest, because property that moves easily is difficult to hold, and the DIFC's recent investment in custody, tracing and specialist adjudication is an attempt to meet that difficulty.

Maturity is also relative. The DIFC Courts no longer stand alone, and comparable courts now sit in Abu Dhabi, Doha, Astana, Singapore and Bahrain. Placing the DIFC among them shows where it leads, where others have gone further, and what parties should weigh when choosing where to resolve their disputes.

We have approached this year's developments with a conviction that runs through our disputes practice: choosing a court means thinking beyond the judgment one hopes to obtain. Who can be brought before it? What can it preserve while proceedings continue? Where will its orders take effect? The DIFC Courts offer increasingly powerful answers, but those answers depend on the claim, the parties and the assets. Our purpose in this book is to examine those distinctions closely, including where the law remains unsettled. We see much to commend in the Courts' development. We also think their growing importance calls for closer scrutiny of what they can deliver. The next chapter in the DIFC Courts' development will truly be judged by what their users can achieve through them.

COMMERCIAL JUSTICE AT SCALE

I. INTRODUCTION AND SCALE

1. The Dubai International Financial Centre **("DIFC")** Courts are often discussed for their role in financial disputes, arbitral supervision and cross-border enforcement. Their wider commercial docket has received less attention. Yet since their establishment, the scope of the Courts' work has expanded considerably, and the matters now before them range from substantial cross-border claims to comparatively modest disputes dealt with by the Small Claims Tribunal. In truth, the last year of the Courts' docket has solidified that evolution: DIFC Courts truly have come into their own as a court of ordinary commercial jurisprudence.

2. This chapter makes that case in numbers. It measures the breadth of the docket in three ways: by the kinds of disputes that come before the Courts, by the kinds of parties that bring and defend them, and by the scale of the claims, from small claims averaging AED 84,000 to arbitration claims averaging AED 150.2 million. It draws on the Courts' published statistics for 2025 and the first half of 2026, and on 35 matters decided or filed during the review period across banking and finance, corporate disputes, professional services, employment, property, trade, insurance and appeals. The purpose here is not to reproduce the Courts' chronology over the last year, but to show how wide their ordinary commercial work has become, and to ask whether, with the growth in the quantum of filings, the Courts can continue to maintain their precision.

3. **Case volumes and docket composition:** The Courts' published figures for 2025 recorded 1,509 filings, an increase of 43%, with an aggregate claimed value of AED 18.6 billion. Within that institutional

total, the Court of First Instance **("CFI")** and its divisions recorded 173 claims, the Enforcement Division 341, and the Small Claims Tribunal **("SCT")** 995, an increase of 68%.[i]

Table 1: DIFC Courts: Trends (2024–2025)[ii]

Metric	2024	2025	Change (%)
Total value of claims	AED 7.7 billion	AED 18.6 billion	+141.6%
Orders issued	1,942	2,676	+37.8%
Judgments issued	174	181	+4.0%

Table 2: Specific Trends[iii]

Court / Division	2024	2025	Change (%)
Court of First Instance (CFI)	**114**	**173**	**+51.8%**
Civil & Commercial Division (CCD)	82	117	+42.7%
Technology & Construction Division (TCD)	2	1	−50.0%
Arbitration Division (ARB)	28	53	+89.3%
Digital Economy Court Division (DEC)	2	2	0.0%
Enforcement Division (ENF)	350	341	−2.6%
Small Claims Tribunal (SCT)	592	995	+68.1%
Total claims across all divisions	**1,056**	**1,509**	**+42.9%**

4. The increase continued in the first half of 2026, when the Courts recorded 810 filings, 25% more than in the corresponding period of 2025, with a combined value of AED 10.02 billion. These included 110 CFI claims, 479 SCT claims and 220 enforcement filings, more than double the 106 filed in the first half of 2025.[iv]

5. The headline figures are best read for their breadth. The aggregate value reflects enforcement activity as well as substantive litigation: the Enforcement Division alone accounted for claims worth some AED 10.9 billion in 2025, more than half of the total.[v] The number of filings, meanwhile, is driven by the SCT, which received about two in every three claims. Neither distorts the picture. Together they show a court used at every stage of a commercial dispute, from the first small claim to the enforcement of a final judgment, and at every scale. In 2025, the average claim was about AED 84,000 in the SCT, AED 33.9 million in the Civil and Commercial Division and AED 150.2 million in the Arbitration Division; in the first half of 2026, the average CFI claim rose to AED 117.2 million. Table 3 sets out that range.[vi]

Table 3: Published Average Claim Values by Division and Size (2025 and First Half of 2026)[vii]

Division	Claims (2025)	Total value (2025)	Published Average claim (2025)	Claims (H1 2026)	Published Average claim (H1 2026)
Court of First Instance and its divisions	**173**	AED 7.6 billion	AED 68.2 million	110	AED 117.2 million
Civil & Commercial Division	117	AED 2.6 billion	AED 33.9 million	72	AED 112.6 million
Arbitration Division	53	AED 4.95 billion	AED 150.2 million	37	-
Enforcement Division	341	AED 10.9 billion	AED 840.3 million	220	-
Small Claims Tribunal	995	AED 83.1 million	AED 84,000	479	AED 94,000
All divisions	**1,509**	**AED 18.6 billion**	-	**810**	-

6. The Courts' opt-in jurisdiction shows who is choosing them. In 2025, 31% of CFI claims were brought under opt-in jurisdiction; in the first half of 2026, it was 42%.[viii] Across all divisions, 243 of the 810 cases filed in that half-year, nearly one in three, came to the Courts by the parties' own agreement, 201 of them in the SCT. In the CFI, 47% of opt-in claims involved at least one party based outside the UAE, from 13 overseas jurisdictions including Saudi Arabia, Oman, India, Germany, Switzerland, the United States and Australia, and some had no UAE party at all. Eight of the 11 opt-in arbitration matters concerned arbitrations seated abroad, in Singapore, Hong Kong, London, Paris and Stockholm, and the single opt-in claim in the Digital Economy Court involved parties from the United Kingdom, Saint Vincent and the Grenadines, El Salvador and Vietnam.[ix] The Courts' Growth Strategy 2026–2030, launched in December 2025, sets out 26 initiatives under six priorities to extend that reach.[x]

7. The cases bear out what the figures suggest. This chapter draws on 35 matters decided or filed during the review period. These matters do not represent the entirety of the caseload of the Courts of the last year, but they do fundamentally represent the width of the docket. Table 4 sorts them by field, and Table 5 by the parties to them. They range from banking and corporate control to employment, leases, freight and war-risks reinsurance. Individuals appear as parties in 22 of them, companies outside financial services in 17, law firms and other advisers in 9, and banks and other financial firms in 7. Just over half (18) have produced a decision discussed in this chapter; the rest are pending claims, described here as pleaded, on which the Courts have made no findings. These figures establish the breadth of demand; the sections that follow show what businesses and individuals are asking the Courts to resolve.

Table 4: Matters Referenced in this Chapter, by Field[xi]

Area of Dispute	Total Matters	Decision Discussed	Pleadings Only	Issues Covered
Banking and financial services	6	1	5	Onboarding, advice, execution of instructions, close-out, fees, lending
Companies, shareholders and insolvency	7	2	5	Pre-action disclosure, share sales, acquisitions, trade names, restoration, winding-up
Professional and advisory services	9	6	3	Fee caps, success fees, legal fees, advisers' duties, visa consultancy
Employment	2	2	0	Victimisation, costs of production applications
Property and leases	3	2	1	Occupation under a sale agreement, rent after floods, unpaid rent
Trade and supply	4	1	3	Freight and warehousing, design fees, supplied goods, a chemical cargo
Insurance and reinsurance	1	1	0	War-risks reinsurance
Other civil and commercial claims	3	3	0	Fraudulent misrepresentation, relief from sanctions, an unproved small claim
Total	**35**	**18**	**17**	

Table 5: Matters Referenced in this Chapter, by Party[xii]

Parties	Matters	Examples
Individuals: investors, shareholders, buyers, employees, tenants and clients	22	*Begum v HSBC; Lau v Qashio Holding; Oluremi v Omolara; Green Community Holdings v White*
Companies outside financial services	17	*Al Fardan Group v Stake Holding; Collection Club Restaurant v MAG Development Services; CTS Middle East v Pivot Integrated Energy*
Law firms and other advisers	9	*Clyde & Co v Union Properties; Krystal Financial Consultants v Nextgen Robopark Investment; Pembroke v Paloma*
Banks and other financial firms	7	*EFG v MARJ Holding; Hedgepoint Global Markets v Bell Weather International; BGC Brokers v Tillman*
Insurers and reinsurers	1	*Al Buhaira National Insurance Company v Arab War Risks Insurance Syndicate*
Public bodies	1	*Drydocks World v Registrar of Companies DIFC*

II. FINANCIAL SERVICES DISPUTES

8. Financial-services litigation before the DIFC Courts now extends well beyond claims for investment mis-selling. The claims filed in 2026 show how many distinct obligations within a single financial relationship can give rise to a claim. In *Begum v HSBC Bank Middle East*, the claimants allege failings in onboarding, source-of-funds analysis and communications, and seek USD 78.75 million for funds said to have been frozen for over ten years.[xiii] *Kukar v Julius Baer Middle East* concerns advice on foreign-exchange accumulator and target-redemption structures (USD 2.72 million),[xiv] *Kumar v HDFC Bank DIFC Branch* – an alleged failure to act on instructions to unwind leveraged bond positions (USD 1.10 million),[xv] *Hedgepoint Global Markets v Bell Weather International* – margin calls and close-out across a DIFC arranger and an overseas executing affiliate (USD 12.19 million),[xvi] and *Frieri Gallo v Index & Cie* – the closing of managed assets and the deduction of management fees (USD 746,927).[xvii] Each remains pending, and the Court has made no findings on them.

9. Claims brought by banks form the other side of the relationship, as *EFG v MARJ Holding* shows. In Singularity's discussion of the case in the 2025 edition of this book, the bank's worldwide freezing order had been set aside for material non-disclosure. In its judgment of 27 July 2026, the Court granted immediate judgment on the bank's claims against the borrower and the corporate guarantor. The application did not extend to the individual defendant or to the separate claims in deceit.[xviii] Onboarding, advice, execution, close-out, fees and lending: within a single year, the Courts have been asked to adjudicate each stage of a financial relationship, in claims ranging from under USD 1 million to almost USD 80 million, brought by individual investors and banks alike.

III. COMPANIES ACROSS THEIR COMMERCIAL LIFE

10. The DIFC Courts' commercial docket in 2026 reflects disputes arising across the life of a company, from incorporation and structuring to ownership, transactions, governance, restoration and insolvency, and that docket is likely to continue growing. The revised Prescribed Company Regulations 2026 have removed the former eligibility restrictions on special purpose vehicles, so that any applicant may now incorporate or continue a Prescribed Company,[xix] subject, unless exempt, to appointing a corporate service provider registered with the Dubai Financial Services Authority.[xx] Easier incorporation is likely to bring even more DIFC entities, and their disputes over ownership, control and insolvency, before the Courts.

11. The seven corporate matters of the review period already span that life. At the outset of a dispute, in *Lau v Qashio Holding,* a shareholder who alleged that his holding had been diluted from approximately 15% to approximately 0.17% obtained a limited production order under rules 28.47–28.50 of the Rules of the DIFC Courts **("RDC"),** the Court making clear that those rules cannot themselves confer jurisdiction.[xxi] On transactions, the Courts are hearing a claim for an AED 14 million unpaid balance under a share purchase agreement in *Almutawa v Al Zarouni*[xxii] and a dispute over the acquisition of a vehicle business in *Mahtani v Baig,*[xxiii] while in *Laci v Dalesh,* a default judgment concerning an AED 3.7 million transaction was set aside on issues of payment, share transfer, authority and completion.[xxiv]

12. On commercial identity, *Al Fardan Group v Stake Holding* concerns alleged trade-name infringement, misrepresentation and unfair competition.[xxv] At the end of a company's life, a restoration is sought in *Drydocks World v Registrar of Companies DIFC* so that a share transfer can be completed,[xxvi] and in *ORF Holding,* a court-ordered winding-up is sought on inability to pay and a shareholder resolution.[xxvii]

IV. PROFESSIONAL SERVICES LITIGATION

13. Professional-services claims before the DIFC Courts in 2026 concerned capped legal fees, contingent commissions under financing mandates, unpaid invoices and alleged failures to perform advisory duties, and they were brought by and against law firms, consultants and their clients alike. Even where the relief sought was payment of an invoice, the Courts had to determine what the engagement authorised, when remuneration became due and whether an alleged professional failing supplied a defence or an independent claim.

14. In *Clyde & Co v Union Properties,* the Court of Appeal construed an average monthly cap of USD 45,000 as applying across the whole engagement, including on termination, and rejected the recovery of further fees carried forward beyond it.[xxviii] In *Krystal Financial Consultants v Nextgen Robopark Investment,* it held that a client's objection within the agreed period prevented the deemed acceptance of funding terms, so that no success fee became payable.[xxix] In *Stephenson Harwood v Mark A B Capital Investment,* the Court held that general allegations of breaches of professional standards were insufficient to resist a claim for fees. Permission to appeal was refused after a law firm obtained immediate judgment for unpaid fees in *Watson Farley & Williams v Bin Otaiba Investment Group,* and after a client succeeded against a law firm in *Morgenstern v Al Mehrzi.*[xxx] At the other end of the scale, in *Pembroke v Paloma,* the SCT ordered a consultancy to refund fees paid for assistance with a UK visa application.[xxxi]

15. Further claims remain pending: *Masri v Bhatia* concerns alleged breaches of contractual and professional duties by advisers,[xxxii] *Pen & Paper Worldwide v Korobkov* – fixed and contingent advisory fees of USD 395,000, and *Hamdan Al Shamsi Lawyers v Nabili* – unpaid legal

fees and a success commission.[xxxiii] From a visa consultancy's fees to a capped bill for litigation before the ADGM Courts, nine matters show the Courts serving as the ordinary forum for disputes over professional work.

V. EMPLOYMENT AND ACCESS TO JUSTICE

16. Few areas of DIFC litigation have witnessed more significant developments during the review period than employment, both in the protection of statutory rights and in the measures introduced to improve access to justice. In *Oluremi v Omolara,* the Court addressed both an employee's pay entitlements and her employer's retaliation for bringing proceedings protected under Article 60 of the DIFC Employment Law. On a rehearing of her appeal from the SCT, the Court found in March 2026 that both steps amounted to unlawful victimisation, and awarded AED 88,633, including AED 62,000, equivalent to three months' pay, as compensation.[xxxiv]

17. In *BGC Brokers v Tillman,* the employer's substantial success on a production application did not secure recovery of its costs: the Court directed each party to bear its own.[xxxv] The decision illustrates the practical effect of Practice Direction No. 1 of 2025 **("PD 1/2025"),** which generally requires parties to bear their own costs in CFI employment proceedings and permits flexibility in filing fees.[xxxvi] Employers and employees should therefore assess procedural applications against the expense they may have to absorb even if successful.

VI. PROPERTY, TRADE AND INSURANCE DISPUTES

18. The DIFC Courts' commercial docket also extends to property, trade and insurance disputes, and these show its range most plainly. *Green Community Holdings v White* illustrates why a purchaser's right

to occupy must be traced to the agreement granting it. Termination for non-payment ended that right and the purported lease offered no protection because it was found to be a sham. The agreement's exclusive jurisdiction clause also determined where the dispute would be heard.[xxxvii] In *Collection Club Restaurant v MAG Development Services,* the Court of Appeal held that a tenant could not rely on force majeure under Article 82 of the DIFC Contract Law to withhold rent after the floods of April 2024, because rent paid for exclusive possession is a "mere obligation to pay".[xxxviii]

19. Trade claims are about as ordinary as commercial litigation can get. The docket includes pending claims for freight and warehousing charges, design fees, supplied goods and unpaid rent.[xxxix] In *CTS Middle East v Pivot Integrated Energy,* a claim for the price of a cargo of N-Methylaniline had been settled on instalment terms, which the buyer breached, and the Court entered judgment for the outstanding AED 4,191,800.49 and interest.[xl] At the other end of the scale, *Al Buhaira National Insurance Company v Arab War Risks Insurance Syndicate* concerned the war-risks insurance and reinsurance of a vessel. The Court of Appeal held that the reinsurance contract was governed by English law and included the Placement Note, but set aside a declaration that the reinsurer was bound by an implied term to pay defence costs.[xli] It is indeed evidence of the docket's diversity that a residential purchase, a restaurant lease, a chemical cargo and a vessel said to have disappeared all came before the same Court in the same year.

VII. APPEALS

20. The breadth of the docket is matched on appeal. In 2026 alone, the Court of Appeal determined a law firm's fee cap in *Clyde & Co,* a consultant's success fee in *Krystal,* a restaurant's rent after the floods in

Collection Club, the governing law of a war-risks reinsurance in *Al Buhaira*, relief from sanctions for a late witness statement in *Abramenko v Chuprin*, and an appeal considering fraudulent misrepresentation in *Al Mheiri v Cameron*, where it ordered a retrial.[xlii] Appeals from the SCT, from an employee's victimisation claim in *Oluremi* to a consultancy's visa fees in *Pembroke* and an unproved claim in *Perry v Paisleigh*, show that even the smallest claims have a route to appellate review.[xliii]

21. A broader docket does not mean a second opportunity to litigate every dispute. An unsuccessful party must first obtain permission to appeal, which will be refused unless the appeal has a real prospect of success or there is some other compelling reason for it to be heard.[xliv] In 2026, permission was refused in *Watson Farley & Williams*, *Morgenstern*, *Perry and Pembroke*, and the purchasers in *Green Community* could neither raise new points on appeal nor rely on further evidence that could have been obtained with reasonable diligence.[xlv] Where permission is granted, a five-member Court of Appeal held in *Krystal* that there is no general requirement to show that the decision under appeal was "plainly wrong". Restraint applies to findings based on oral testimony or voluminous and complex documentary evidence, to discretionary decisions, to assessments weighing competing factors, and to case management, but where the appellate court is at no material disadvantage, it must decide the question for itself.[xlvi] A docket this broad thus has an appellate check calibrated to the decision under review.

VIII. CONCLUSION: PRECISION AND THE CHALLENGE OF SCALE

22. The 2025 and 2026 docket confirms that the DIFC Courts are no longer defined principally by specialist financial litigation or enforcement. By number, their work is led by small claims; by value, by enforcement and arbitration; and between them lies an ordinary commercial docket that, in 2025, grew by more than half in the CFI alone. The 35 matters surveyed here run from banking and corporate control to employment, leases, freight and reinsurance, and from individual employees and purchasers to banks, insurers, law firms and the Registrar of Companies. In the first half of 2026, nearly one in three filings came by the parties' own choice, many from outside the UAE.

23. That breadth makes the DIFC Courts a forum for ordinary commercial disputes and raises a question faced by any growing court: whether the quality and consistency of adjudication can keep pace with demand. In 2025, filings rose by 43% and orders by 38%, while judgments issued rose by 4%. These figures alone do not establish delay or pressure on capacity: proceedings may conclude without a judgment, and the figures do not measure time to disposal. The decisions considered in this chapter suggest that growth has not displaced careful and proportionate adjudication. The challenge now is to sustain that quality as demand continues to increase.

References:

[i] DIFC Courts, "DIFC Courts sets out five-year Growth Strategy as it shares 2025 service statistics" (11 February 2026)

[ii] DIFC Courts, Fast Facts (2024) and Fast Facts (2025)

[iii] DIFC Courts, Courts Statistics 2024 and 2025; DIFC Courts, service statistics releases (17 February 2025 and 11 February 2026)

[iv] DIFC Courts, "DIFC Courts reports AED 10 billion in claims; highest first-half caseload in DIFC Courts history" (13 July 2026)

[v] DIFC Courts, "DIFC Courts sets out five-year Growth Strategy as it shares 2025 service statistics" (11 February 2026); DIFC Courts, Statistics 2025, Enforcement Division

[vi] DIFC Courts, "DIFC Courts sets out five-year Growth Strategy as it shares 2025 service statistics" (11 February 2026); DIFC Courts, "DIFC Courts reports AED 10 billion in claims; highest first-half caseload in DIFC Courts history" (13 July 2026)

[vii] DIFC Courts, "DIFC Courts sets out five-year Growth Strategy as it shares 2025 service statistics" (11 February 2026); DIFC Courts, "DIFC Courts reports AED 10 billion in claims: the highest first-half caseload in DIFC Courts history" (13 July 2026). Figures and averages are reproduced as published. The sources do not explain how the averages are calculated, and they do not consistently equal total claim value divided by claim count. The Civil & Commercial and Arbitration Division figures are included within the CFI subtotal; other CFI divisions are not separately shown. The first-half 2026 Civil & Commercial figures are those reported for the CFI's main division. The published first-half divisional counts sum to 809, against a reported overall total of 810. "—" indicates a figure not reproduced in the table.

[viii] DIFC Courts, "DIFC Courts sets out five-year Growth Strategy as it shares 2025 service statistics" (11 February 2026); DIFC Courts, "DIFC Courts reports AED 10 billion in claims; highest first-half caseload in DIFC Courts history" (13 July 2026)

[ix] DIFC Courts, "Parties from UAE and 22 overseas jurisdictions across five continents opted in to DIFC Courts in first half of 2026" (18 August 2026); "DIFC Courts draw parties from 22 overseas jurisdictions in first half of 2026", Gulf News (18 August 2026)

[x] The full DIFC Courts Growth Strategy 2026–2030 is not publicly available. The summary here is based on DIFC Courts, "DIFC Courts launches new five-year Growth Strategy" (11 December 2025)

[xi] Compiled from the matters cited in this chapter. "Decided" means that a judgment or order in the matter is discussed in this chapter; "pending", that a claim was filed during the review period and no decision on it is discussed. Pending claims are described as pleaded, and the Courts have made no findings on them

[xii] Compiled from the matters cited in this chapter. A matter appears in more than one row where its parties are of different types. The employer in *Oluremi v Omolara* and the respondent in *Perry v Paisleigh* are not classified

[xiii] *Nazma Begum and others v HSBC Bank Middle East Limited,* CFI 016/2026; Xhulio Ismalaj and Lars Mucklejohn, "HSBC faces $79m lawsuit over client's decade-long assets freeze", Financial News (8 April 2026)

[xiv] *Kukar v Julius Baer Middle East,* CFI 030/2026

[xv] *Sanjay Kumar v HDFC Bank DIFC Branch,* CFI 033/2026

[xvi] *Hedgepoint Global Markets and another v Bell Weather International,* CFI 049/2026 (filed 4 May 2026); "Hedgepoint Global Markets in $12.2 million legal battle with Bell Weather", Takyon.Law (21 July 2026)

[xvii] *Arturo Rafael Frieri Gallo v Index & Cie,* CFI 050/2026 (filed 5 May 2026)

[xviii] *EFG (Middle East) Ltd and EFG Bank Ltd v MARJ Holding Ltd, ARJ Holding Ltd and Mohammad Ahmad Ramadhan Juma,* [2025] DIFC CFI 029 (27 July 2026), paragraphs 1–7, 20–25 and 28–39

[xix] DIFC, "New DIFC Regulations Further Strengthen DIFC's Structuring Advantage for SPVs" (3 August 2026)

[xx] Prescribed Company Regulations (Consolidated Version No. 5, in force 24 July 2026), Regulations 3.1.1, 5.1.1, 5.2.4, 5.3.1, 6.1.1 and 6.1.2

[xxi] *Jonathan Lau v Qashio Holding Company Limited and Armin Moradi Tosarvandani,* [2026] DIFC CFI 058 (22 July 2026), paragraphs 12–33, 69 and 75–107

[xxii] *Ahmed Seddiq Almutawa v H.E. Dr Abdulrahim Al Zarouni,* CFI 020/2026

[xxiii] *Mahtani and others v Baig and others,* CFI 001/2026

[xxiv] *Mauro Laci v Soyab Dalesh and Hassan Albeer,* CFI 064/2026

[xxv] *Al Fardan Group v Stake Holding,* CFI 052/2026

[xxvi] *Drydocks World v Registrar of Companies DIFC,* CFI 015/2026

[xxvii] *ORF Holding Ltd,* CFI 060/2026

[xxviii] *Clyde & Co LLP v Union Properties PJSC and UPP Capital Investment LLC,* [2026] DIFC CA 005 (9 June 2026) ***("Clyde & Co"),*** paragraphs 65, 67(7)–(8) and 68

[xxix] *Krystal Financial Consultants LLC v Nextgen Robopark Investment LLC,* [2025] DIFC CA 007 (16 June 2026, reissued 24 June 2026) ***("Krystal"),*** paragraphs 5–18 and 63–77

[xxx] *Watson Farley & Williams (Middle East) LLP v Bin Otaiba Investment Group,* CFI 086/2025 (14 August 2026) ***("Watson Farley & Williams"),*** paragraph 1; *Stephan Carl Morgenstern v Saif Sultan Al Mehrzi Lawyer & Legal Consultants,* CFI 036/2025 (8 September 2026) ***("Morgenstern"),*** paragraph 1

[xxxi] *Pembroke v Paloma,* [2025] DIFC SCT 946 (19 August 2026) ***("Pembroke"),*** paragraphs 2–6 and 29–37

[xxxii] *Salah Masri and others v Harjeet Bhatia Paramjeet Singh and others,* CFI 044/2026

[xxxiii] *Pen & Paper Worldwide DMCC v Dmitry Korobkov,* CFI 039/2026; *Hamdan Al Shamsi Lawyer & Legal Consultants v Shahram Nabili,* CFI 070/2026

[xxxiv] DIFC Employment Law, Articles 60 and 61(5) and (7); *Oluremi v Omolara,* [2025] DIFC CFI 107 (3 March 2026) ***("Oluremi"),*** paragraphs 1–6 and 16–39, and Order, paragraphs 2–3

[xxxv] *BGC Brokers LP v Adam Tillman,* CFI 038/2025 (21 August 2026), paragraphs 2, 4–5, 13–17, 20–25, 31–33 and 43

[xxxvi] DIFC Courts, Practice Direction No. 1 of 2025, Access to Justice in Employment Disputes (1 October 2025), paragraphs 1.1, 1.2, 2.1–2.3, 3.1, 3.2, 4.1–4.3 and 5.1

[xxxvii] *Green Community Holdings Limited v Mitchell White and Grace Alexandra White,* CFI 013/2026 (11 June 2026) ***("Green Community"),*** paragraphs 2–6 and 9–10

[xxxviii] *The Collection Club Restaurant Limited, Laurent Buisine and Hugo Valat v MAG Development Services Limited,* CA 006/2026 (24 April 2026) ***("Collection Club"),*** paragraphs 10–14 and 41–50; DIFC Contract Law, DIFC Law No. 6 of 2004, Article 82

[xxxix] *Modern Freight Company v Middle East Retail Company,* CFI 041/2026; *Killa Architectural Design v Royd Real Estate Development,* CFI 002/2026; *SELFX Innovations Inc v Musk Garments Trading,* CFI 063/2026; *Musabbeh Al Fattan v La Voile Rouge Restaurant & Bar,* CFI 074/2026

[xl] *CTS Middle East FZCO v Pivot Integrated Energy FZC,* [2026] DIFC CFI 024 (14 October 2026), Schedule of Reasons, paragraphs 1 and 9, and Order, paragraphs 1–3

[xli] *Al Buhaira National Insurance Company v Arab War Risks Insurance Syndicate,* [2026] DIFC CA 003 (10 August 2026) ***("Al Buhaira"),*** paragraphs 3–4, 66–72, 104–112, 120 and 133–135

[xlii] *Clyde & Co; Krystal; Collection Club; Al Buhaira; Roman Abramenko and Vadim Misevich v Igor Chuprin,* [2026] DIFC CA 009 (8 June 2026), paragraphs 23–25 and 61–62; *Khaled Salem Musabeh Humad Al Mheiri v John Cameron,* [2025] DIFC CA 008 (1 September 2026), Schedule of Reasons, paragraphs 147–149 and 206–209, and Order, paragraphs 1–4

[xliii] *Oluremi; Pembroke; Perry v Paisleigh,* [2025] DIFC SCT 466 (6 August 2026) ***("Perry"),*** paragraphs 2–4 and 9–14

[xliv] *Green Community Holdings Limited v Mitchell White and Grace Alexandra White,* CFI 013/2026 (9 October 2026), paragraph 5

[xlv] *Watson Farley & Williams,* paragraph 1; *Morgenstern,* paragraph 1; *Perry,* paragraphs 2–4 and 9–14; *Pembroke,* paragraphs 2–6 and 29–37; *Green Community,* paragraphs 1–3 and 9; RDC 44.114(2)

[xlvi] *Krystal,* paragraphs 3, 50–54 and 60–61

JURISDICTION

Defining Reach, Refining Limits

I. INTRODUCTION

1. The year 2025 marked significant developments in the jurisdiction of the Dubai International Financial Centre **("DIFC")** Courts. Dubai Law No. 2 of 2025 concerning the DIFC Courts **("Courts Law 2025")** introduced a revised statutory framework governing jurisdiction and interim relief. Meanwhile, decisions such as *Carmon v Cuenda* and *Trafigura v Gupta* confirmed the DIFC Courts' freestanding jurisdiction to grant freezing relief in support of foreign proceedings, while the newly established Conflicts of Jurisdiction Tribunal **("CJT")** began defining the relationship between the DIFC Courts and the onshore Dubai Courts. These developments were examined in Singularity Legal's 2025 publication, *Litigation Framework in the DIFC – The Last 365 Days*.

2. In 2026, the focus has shifted towards testing the reach and limits of this jurisdictional framework. Recent decisions have reaffirmed the breadth of jurisdiction based on DIFC establishment status, examined the extent to which the contractual gateway encompasses tort claims, and considered whether jurisdiction founded on contractual consent can support the joinder of non-consenting defendants. These developments have brought into sharper focus the extent to which the DIFC Courts may exercise jurisdiction over disputes and parties without an independent connection to the DIFC, and the limits governing that reach.

3. Beyond the statutory gateways, the Courts have continued to clarify the jurisdictional foundation for protective relief, while the CJT has further developed its approach to parallel proceedings and the effect of jurisdictional allocations on existing judicial orders. This chapter

examines these developments with a focus on the boundaries of the DIFC Courts' jurisdiction, distinguishing them from questions concerning the exercise of judicial powers and the practical enforcement of orders.

II. JURISDICTIONAL GATEWAYS UNDER ARTICLE 14 OF THE COURTS LAW 2025

4. The DIFC Courts' jurisdiction over civil and commercial disputes is principally governed by Article 14 of the Courts Law 2025. Article 14(A) recognises several jurisdictional gateways, including DIFC establishment status, contractual connections and transactions or incidents connected with the DIFC. Separately, Article 14(B) permits parties to confer jurisdiction through written agreement.

5. As a preliminary point, since jurisdiction is founded on statutory gateways, the identification of an applicable jurisdictional basis has been an important requirement at the commencement of proceedings. Accordingly, Rule 7.34(b) of the Rules of the DIFC Courts **("RDC")** requires claimants to identify in the claim form the law conferring jurisdiction, which the defendant must expressly accept or dispute in its acknowledgment of service. Recent decisions have considered whether failure to identify a particular jurisdictional gateway at commencement necessarily precludes a claimant from relying on it subsequently.

6. In two recent matters in which Singularity Legal acted, the DIFC Court of First Instance **("CFI")** considered the consequences of such omissions. In one, the Court discharged interim relief against a defendant where the jurisdictional gateway initially pleaded did not establish jurisdiction over that defendant. The claimants subsequently sought and obtained permission to amend their jurisdictional pleading.[i] In another, the Court treated the omission of an additional jurisdictional gateway as a procedural error capable of being remedied

under RDC 4.51(2), even contemplating a *pro forma* amendment, although jurisdiction was ultimately rejected on substantive grounds.[ii] These decisions indicate that non-compliance with RDC 7.34(b) is not necessarily fatal to jurisdiction. The distinction remains between a failure to plead an available jurisdictional basis and the substantive absence of jurisdiction. However, permission to amend the claim remains subject to the Court's discretion, including considerations of delay and prejudice, and curing a pleading defect does not itself establish substantive jurisdiction. Claimants should therefore carefully identify the jurisdictional basis against each defendant at the outset, particularly when seeking interim relief, since an omission may jeopardise such relief even if it can subsequently be cured.

7. **First,** the scope of jurisdiction based on DIFC establishment status under Article 14(A)(1) was considered in *Emirates NBD Bank PJSC v Almakhawi.* Although this is ostensibly one of the more straightforward jurisdictional gateways, the decision illustrates its potentially extensive reach. The CFI held that Emirates NBD's recognition as a member of Nasdaq Dubai was sufficient to qualify it as a DIFC Establishment and a Licensed DIFC Establishment, notwithstanding that the underlying dispute had no connection with its Nasdaq Dubai activities. Jurisdiction therefore arose from the bank's regulatory status rather than the subject matter of the claim. As examined in Singularity Legal's analysis, the decision raises broader questions about the categories of entities that may fall within the statutory definition of a DIFC Establishment.[iii] For instance, could a law firm's registration under Part I of the DIFC Courts' Register of Legal Practitioners similarly constitute a sufficient jurisdictional connection? While such registration is distinct from the Dubai Financial Services Authority **("DFSA")** recognition considered in Emirates NBD, the question illustrates the potentially far-reaching implications of a jurisdictional gateway founded on an entity's status rather than the underlying dispute.

8. **Second,** the extent to which tort claims may fall within the contractual jurisdiction gateway under Article 14(A)(2) has received judicial consideration against the backdrop of successive legislative changes. Under the original Judicial Authority Law, contracts, transactions and incidents formed part of a single jurisdictional gateway. Dubai Law No. 16 of 2011 subsequently separated the contractual gateway from that governing incidents and transactions, with the latter extending to tort claims where an essential element of the cause of action occurred within the DIFC. The Courts Law 2025 further narrowed Article 14(A)(3), requiring the incident or transaction to be relevant to a DIFC Body or DIFC Establishment, its activities or those of its employees. This raised the question whether tort claims falling outside Article 14(A)(3) could nevertheless be brought under Article 14(A)(2), which extends to claims "arising from or related to" qualifying DIFC-connected contracts.

9. This question arose before the CFI this year. The Court considered whether the contractual and tortious gateways were mutually exclusive, or whether Article 14(A)(2) could extend to certain tort claims. The Court rejected the proposition that tort claims must invariably fall under Article 14(A)(3), observing that it would be inconsistent to recognise jurisdiction over a contract but not over claims concerning its fraudulent inducement or wrongful interference with its performance. However, relying on the earlier decisions in *Shihab Khalil v Shuaa Capital* and *Hardt v Sajwani,* the Court held that Article 14(A)(2) could encompass tort claims only where the claimant was a party to the qualifying contract and that contract formed an essential part of the tortious cause of action, rather than part of its commercial background. The relevant inquiry was whether the cause of action could arise without the contract. Applying this test, the Court found that the agreements relied upon were merely incidental to the alleged tortious wrongdoing and rejected jurisdiction.[iv]

10. The decision therefore confirms that the contractual gateway is not confined to claims for breach of contract but leaves an important question concerning the degree of connection required between the contract and the alleged tort. When does a contract form an essential constituent of the cause of action, rather than merely providing the commercial setting in which the wrongdoing occurred? A narrower approach can be found in the English authorities, including *Bosworth v Arcadia Petroleum Ltd* and *LIC Telecommunications SARL v VTB Capital Plc,* which considered the substance of the alleged wrongdoing and whether its legal basis could reasonably be characterised as contractual, making consideration of the contract indispensable to resolving the dispute.[v] Although the CFI distinguished those authorities as arising under different jurisdictional rules, they illustrate the question of where the boundary between contractual and tortious jurisdiction should lie. The application of the CFI's essential-part test to claims falling between these categories may therefore require further consideration.

11. Third, the DIFC Courts' jurisdiction over defendants who do not independently satisfy a statutory jurisdictional gateway has historically been controversial. In *Nest Investments Holding Lebanon SAL v Deloitte & Touche (ME)* **("Nest"),** the Court of Appeal held that RDC 20.7, operating through Article 5(A)(1)(e) of the former Judicial Authority Law (now Article 14(A)(7)), could confer jurisdiction over additional defendants where their joinder was desirable to resolve the matters in dispute. This jurisdiction could be invoked from the commencement of proceedings, without requiring a subsequent joinder application. However, the Court of Appeal emphasised that the original claim must fall within one of the jurisdictional gateways under Article 5(A)(1). Subsequent decisions, including *Skatteforvaltningen v Elysium Global* **("Skatt"),** similarly considered this jurisdiction by reference to an anchor defendant falling within Article 14(A).[vi]

12. Neither Nest nor Skatt expressly considered whether jurisdiction arising solely from an agreement under Article 14(B) could provide the foundation for compulsory jurisdiction over a non-consenting third party. This raised the question whether consent between two parties could extend the Courts' jurisdiction to a third party without an independent DIFC connection. A similar concern arose in the English decision in *ID v LU,* where Justice Pelling, sitting in the English High Court, held that an anchor defendant's voluntary submission to jurisdiction after commencement could not support jurisdiction over an additional defendant under the necessary or proper party gateway, absent an independent basis for service. However, that decision turned on the English service-out framework and distinguished agreements made before commencement. It is therefore not directly analogous to the DIFC's jurisdictional framework.[vii]

13. This question arose before the DIFC CFI. In an oral ruling, the Court held that Article 14(B) could provide the necessary jurisdictional foundation for invoking RDC 20.7 against a non-consenting defendant. The Court reasoned that Article 14(B) was itself a statutory basis of jurisdiction and that there was no material distinction, for these purposes, between an anchor defendant falling within Article 14(A) and one subject to a jurisdiction agreement under Article 14(B). The Court emphasised that the established safeguards under RDC 20.7, including the requirement for a real and live issue against the anchor defendant and the desirability of joinder, continued to apply.[viii]

14. While this confirms that Nest jurisdiction may extend to an Article 14(B) anchor, it raises further questions about its potential limits. Unlike the English service-out framework considered in *ID v LU,* Article 14(B) does not distinguish between consent given before and after proceedings commence. This raises the possibility of parties agreeing to DIFC jurisdiction and thereby creating the foundation for extending

jurisdiction over a non-consenting third party. The existing safeguards under RDC 20.7 principally examine the existence of a genuine claim, the connection between the parties and the appropriateness of the forum. They do not necessarily address the separate concern of parties conferring jurisdiction over an anchor defendant to bring an otherwise unconnected third party before the Court. Whether, and to what extent, the existing safeguards would address such circumstances remains an interesting question for further consideration.

III. FREESTANDING JURISDICTION IN SUPPORT OF FOREIGN PROCEEDINGS

15. As examined in our publication, *The Evolving Landscape of Freestanding Injunctions in the DIFC*, the scope of the DIFC Courts' freestanding injunctive jurisdiction underwent significant developments following the enactment of the Courts Law 2025. In *Trafigura v Gupta*, the Court of Appeal reaffirmed the position in *Carmon v Cuenda*, confirming the Courts' jurisdiction under Article 15(4) to grant asset-preservation measures in support of foreign proceedings, without requiring the identification of assets within the DIFC. However, a distinction emerged in *Oran and Oaken v Oved* **("Oran"),** where the Court of Appeal declined to extend the same reasoning to anti-suit injunctions **("ASIs").** It held that general injunctive powers could not themselves establish jurisdiction and that an ASI protecting an arbitration agreement required an independent jurisdictional foundation, ordinarily through the Courts' supervisory jurisdiction over DIFC-seated arbitrations or another applicable gateway.[ix] The distinction raised a broader question concerning the nature and limits of interim relief available in support of foreign proceedings.

16. These limits were further tested in 2026. In *Orabelle v Orzenia*, the CFI adopted a restrictive interpretation of Article 15(4), refusing freezing relief in support of a proposed Paris-seated arbitration

because no DIFC assets or other sufficient territorial connection had been identified. As we examined, this reasoning was subsequently questioned in *Ovya v Oshie* and *Orlagh v Orchid,* which reinforced the distinction between jurisdictional requirements and considerations relevant to the exercise of discretion.[x] Accordingly, the absence of DIFC assets does not, by itself, prevent the grant of freestanding freezing relief.

17. A different question arose in *Oleksei v Olorun,* where the CFI refused interim relief sought in support of a Milan-seated arbitration concerning disputed corporate elections. The applicants sought to restrain implementation of the election results and preserve related records, although the relevant conduct, parties and documents had no connection with the DIFC. Distinguishing *Trafigura,* Justice Sir Jeremy Cooke held that the proposed relief did not constitute suitable precautionary measures *"within the DIFC"* under Article 15(4). Unlike a freezing order preserving assets that might become available to satisfy a future monetary award, the proposed injunction would have no practical operation within the DIFC, and any eventual arbitral award concerning the elections would not be capable of meaningful execution there.[xi] Read alongside *Oran, Oleksei* raises a question whether Article 15(4)'s reference to *"suitable precautionary measures within the DIFC"* extends beyond conventional asset-preservation orders to other forms of interim relief intended to protect the effectiveness of an eventual foreign judgment or arbitral award. The distinction may not always be straightforward. Measures preserving the subject matter of foreign proceedings may also be necessary to prevent an eventual award from being rendered ineffective. If the DIFC Courts may grant worldwide freezing relief without identifying existing DIFC assets, what connection with their prospective enforcement jurisdiction should be required for other forms of interim relief? *Oleksei*

illustrates one limit, where the anticipated award could have no meaningful operation within the DIFC. However, the broader question of whether Article 15(4) encompasses other forms of relief that protect prospective enforcement remains open.

IV. JURISDICTIONAL CONFLICTS BETWEEN THE DIFC AND ONSHORE DUBAI COURTS

18. The breadth of the DIFC Courts' jurisdiction creates considerable scope for overlap with the onshore Dubai Courts, particularly where jurisdiction arises through contractual consent or where related proceedings are pursued before both courts. As examined in Singularity Legal's 2025 publication, *Untangling Conflict of Jurisdiction between DIFC and Onshore Courts*, the CJT, established under Dubai Decree No. 29 of 2024, provides the mechanism for resolving competing claims to jurisdiction between Dubai judicial bodies. However, overlapping jurisdiction or the existence of parallel proceedings does not, by itself, establish a jurisdictional conflict requiring the CJT's intervention. Recent decisions have further clarified the distinction between overlapping and conflicting proceedings, the treatment of competing proceedings concerning arbitral awards, and the effect of CJT determinations on existing orders.

19. **First,** recent decisions have reinforced the distinction between the existence of overlapping jurisdiction and a genuine jurisdictional conflict. In *Al Buhaira National Insurance Company v Waleed Mohammad,* the CFI reaffirmed that a contractual reference to UAE jurisdiction may confer jurisdiction on the DIFC Courts, even without expressly identifying them, illustrating the potential for concurrent jurisdiction.[xii] However, the CJT's decisions demonstrate that parallel proceedings do not necessarily require an allocation of jurisdiction. In *Almakhawi v Emirates NBD,* the CJT distinguished proceedings before

the onshore Dubai Courts concerning liability for a banking debt from DIFC proceedings alleging wrongful transfers of the debtor's assets. Since the claims involved different legal issues and relief, the CJT held that the proceedings could coexist without giving rise to a jurisdictional conflict.[xiii]

20. Similarly, in *Navigator Middle East DMCC v Viladea Ltd,* the CJT found no jurisdictional conflict arising from the DIFC Courts' freezing and asset disclosure orders in support of Hong Kong-seated arbitration, as those orders did not determine the underlying dispute.[xiv] It further clarified that challenges to the DIFC orders should be pursued before the issuing Court rather than through separate proceedings before the onshore Dubai Courts. These decisions demonstrate that the CJT distinguishes genuine jurisdictional conflicts from proceedings that serve different purposes and can operate alongside one another.

21. **Second,** the treatment of competing proceedings concerning arbitral awards illustrates the importance of distinguishing the courts' supervisory jurisdiction at the arbitral seat from the location at which enforcement is sought. In *Serene Resources DMCC v Energen DMCC,* the creditor obtained recognition and enforcement of an onshore Dubai-seated award before the DIFC Courts, while the debtor pursued annulment before the Dubai Courts. The CJT allocated the award-related proceedings to the onshore Dubai Courts. The reverse situation arose in *Ajay Sethi v Power Pac Marketing Management,* concerning the DIFC-seated award also considered in *Oratio v Orangia*.[xv] Here, the creditor initially pursued ratification and enforcement directly before the Dubai Courts, while the debtor commenced annulment proceedings before the DIFC Courts. The CJT held that jurisdiction over the competing award-related proceedings rested with the DIFC Courts under Article 14(A)(6), notwithstanding that the assets against which enforcement was sought were situated in onshore Dubai.

22. Considered together, these decisions illustrate the significance the CJT attaches to the arbitral seat when allocating competing proceedings concerning the same award. However, they also raise a practical question about the relationship between supervisory jurisdiction, recognition and execution. Does the allocation of competing award-related proceedings to the courts of the seat necessarily mean that a creditor must first obtain recognition there before pursuing execution elsewhere in Dubai? Neither decision should be understood as conclusively determining that broader question, particularly where no competing annulment proceedings have been commenced. The distinction remains important for award creditors considering the most effective route to enforcement.

23. **Third,** the effect of a CJT determination on existing orders was considered in *Ganesan Muthiah v Abdul Rahman Mohammad.* Following a CJT decision allocating the substantive dispute to the Dubai Courts, the DIFC CFI vacated earlier orders concerning a default judgment, freezing relief and costs. The Court of Appeal reversed that decision, holding that the CJT's allocation did not retrospectively invalidate orders addressing matters already determined by the DIFC Courts, particularly where no conflicting determination remained possible. A related distinction arose in *Serene,* where the CJT allocated the award-related proceedings to the Dubai Courts but declined to intervene in respect of separate interim protective measures, finding no established conflict between them.[xvi] These decisions illustrate that the consequences of a CJT determination depend on the precise proceedings and orders concerned, rather than extending automatically to every measure arising from the underlying dispute.

V. CONCLUSION

24. The past year has reinforced the breadth of the DIFC Courts' jurisdiction, while exposing questions about its limits. Recent decisions have confirmed the potentially extensive reach of Article 14, while clarifying the limits applicable to particular claims and defendants. At the same time, decisions concerning freestanding interim relief demonstrate that the existence of jurisdiction does not necessarily establish entitlement to a particular remedy. The nature and purpose of the relief, its connection with prospective enforcement, and the Court's discretion remain important considerations.

25. The developing CJT jurisprudence adds a further dimension. Even where the DIFC Courts possess jurisdiction, overlapping proceedings before the onshore Dubai Courts may affect how and where a dispute proceeds, without necessarily invalidating orders already made. For parties pursuing cross-border disputes, the practical question is therefore not simply whether the DIFC Courts have jurisdiction, but over which parties and claims, for what relief, and with what effect beyond the DIFC. These distinctions will remain central to the Courts' evolving role as an international dispute resolution forum.

26. Taken together, these developments reflect a shift towards a more clearly defined jurisdictional framework, distinguishing access to the DIFC Courts from the exercise of their powers. For parties engaged in cross-border disputes, jurisdiction should therefore be considered alongside contractual dispute resolution arrangements, the availability and enforceability of interim relief, and potential proceedings before other courts. The commercial utility of the DIFC Courts ultimately depends not merely on the breadth of their jurisdiction, but on how effectively that jurisdiction can be deployed within a wider litigation and enforcement strategy.

References:

[i] DIFC CFI-025-2026, oral rulings dated 15 July and 26 October 2026. Singularity Legal acted for the defendants.

[ii] A recent DIFC case where Singularity Legal acted for one of the defendants. The authors may be contacted for further details.

[iii] Singularity Legal, *Recognised Member, Recognised Nexus: DIFC Courts Confirm Nasdaq Dubai Membership as a Jurisdictional Gateway* (2026); *Emirates NBD Bank PJSC v Almakhawi* [2025] DIFC CFI 039 (3 April 2026), paragraphs 40–85; renewed permission to appeal decision (2 July 2026), paragraphs 27–46.

[iv] A recent DIFC case where Singularity Legal acted for one of the defendants. The authors may be contacted for further details. See *Shihab Khalil v Shuaa Capital PSC* [2009] DIFC CFI 017, paragraphs 18 – 20; *Dr Lothar Ludwig Hardt and Hardt Trading FZE v Hussain Al Habib Sajwani and Peter Riddoch* [2009] DIFC CFI 036, paragraphs 19 – 22

[v] *Bosworth v Arcadia Petroleum Ltd* [2016] EWCA Civ 818, paragraphs 62–67; *LIC Telecommunications SARL v VTB Capital Plc* [2019] EWHC 1747 (Comm), paragraphs 270–286.

[vi] *Nest Investments Holding Lebanon SAL and Others v Deloitte & Touche (ME)* [2018] DIFC CA 011, paragraphs 48–59, particularly 55–59; *Skatteforvaltningen v Elysium Global (Dubai) Ltd and Another* (CFI-088-2025), paragraphs 12–15. See also *Gulf Petrochem FZC LLC v PetroChina International (Middle East) Co Ltd and Others* (CFI-048-2023), paragraphs 93–94, 113–116, on the need to restrain the potentially expansive reach of RDC 20.7.

[vii] *ID v LU and another* [2021] EWHC 1851 (Comm), paragraphs 34–52, particularly paragraphs 37–38 and 48–52.

[viii] CFI-025-2026, oral ruling dated 26 October 2026, concerning Article 14(A)(7), Article 14(B) and RDC 20.7. Singularity Legal acted for the defendants. The written order remains pending, but the authors may be contacted for further details.

[ix] *Oran and Oaken v Oved* [2025] DIFC CA 004 (28 October 2025), paragraphs 55–68 and 69–84. The *Oran* proceedings were discussed in Singularity Legal's 2025 publications under the then-unpublished anonymised title *Nashrah v Najem and Nex.*

[x] Singularity Legal, *Orabelle: A Short-lived Threat to the DIFC Courts' Jurisdictional Threshold* (2026), https://www.singularitylegal.com/orabelle-a-short-lived-threat-to-the-difc-courts-jurisdictional-threshold/; *Orabelle v Orzenia* [2026] DIFC ARB 007 (30 January 2026), paragraphs 23–42; *Ovya v Oshie* [2026] DIFC ARB 023 (24 April 2026); *Orlagh v Orchid* [2026] DIFC CA 001 (4 May 2026), paragraphs 73–81.

[xi] *Oleksei v Olorun* [2026] DIFC ARB 005 (28 January 2026), paragraphs 5–19, particularly paragraphs 11–17.

[xii] *Al Buhaira National Insurance Company v Waleed Mohammad and Others* [2026] DIFC CFI 010, Amended Order with Reasons (21 September 2026), paragraphs 18–24

[xiii] *Almakhawi v Emirates NBD,* CJT Application No. 2/2026 (8 June 2026), paragraphs 14 – 17

[xiv] *Navigator Middle East DMCC v Viladea Ltd,* CJT Application No. 3/2026 (29 June 2026), paragraphs 2 – 7

[xv] *Serene Resources DMCC v Energen DMCC,* CJT Application No. 2/2025 (2 September 2025); *Ajay Sethi v Power Pac Marketing Management,* CJT Application No. 7/2025 (16 December 2025); see also *Oratio v Orangia* [2025] DIFC ARB 043.

[xvi] *Ganesan Muthiah v Abdul Rahman Mohammad* [2026] DIFC CA 007 (14 July 2026), paragraphs 17–23; *Serene Resources DMCC v Energen DMCC,* CJT Application No. 2/2025 (2 September 2025), pp. 12–13.

ARBITRAL SUPERVISION COMES OF AGE

I. INTRODUCTION

1. The past year has brought a series of significant developments in the arbitration jurisprudence of the Dubai International Financial Centre **("DIFC").** The DIFC Courts have long enjoyed a strong reputation as an arbitration-friendly jurisdiction, characterised by judicial restraint and respect for arbitral autonomy and finality. Yet, until 2026, no arbitral award had been set aside by the DIFC Courts. While limited judicial intervention is an important hallmark of an arbitration-friendly jurisdiction, a perception that awards are effectively immune from challenge could undermine confidence in the Courts' supervisory role. Against this backdrop, this year marked an important milestone with two decisions which saw the first awards set aside by the DIFC Courts. Their significance lies not in any expansion of the Courts' powers, but in demonstrating that those powers will be exercised where the circumstances warrant intervention.

2. Importantly, these set aside decisions are only part of the developments that have reinforced the DIFC's standing as an arbitration-friendly jurisdiction. Other decisions have clarified the Court's approach to enforcement. A further group considers other stages of the process, including the consequences of choosing a DIFC seat and the interaction between arbitration agreements and court proceedings. Although these decisions arise in distinct contexts, they raise a common question: how can the Courts give meaningful effect to the parties' agreement to arbitrate without exceeding the role assigned to them by the applicable law?

3. Alongside these judicial developments are the proposed amendments to the DIFC Arbitration Law published for consultation in

June 2026. The proposals would expand the procedural powers available to tribunals, alter aspects of the standard governing a party's opportunity to present its case, and shorten the period for challenging an award. Considered alongside the recent case law, these developments reinforce the DIFC's reputation as an arbitration-friendly jurisdiction. They reflect a framework in which judicial restraint and arbitral finality coexist with meaningful supervision, effective judicial support, and continued efforts to modernise arbitral practice.

II. SETTING ASIDE ARBITRAL AWARDS: INTERVENTION WITHOUT INTERFERENCE

4. The decisions in *Oheo Bank v Parker* and *Princeton v Persephone* mark a significant development, with the DIFC Courts setting aside arbitral awards, in part and in whole respectively, under Article 41 of the DIFC Arbitration Law (which broadly mirrors the UNCITRAL Model Law grounds for setting aside awards at the seat). Both decisions concern the denial of a fair opportunity to present a case. However, read alongside other cases, in which set aside challenges were rejected, they also illustrate the limits of judicial intervention. Together, these decisions demonstrate that the Courts respect arbitral finality but will not uphold an award where a material procedural irregularity has deprived a party of a fair opportunity to present its case.

5. In *Oheo Bank v Parker,*[i] the Court of Appeal considered the standards applicable to Article 41(2)(a)(ii) and (iii), concerning a party's inability to present its case and decisions beyond the scope of the submission to arbitration. While reaffirming the DIFC's *"light touch"* approach to arbitral awards, the Court emphasised that deference to arbitral tribunals was not unconditional. Drawing on authorities across common law jurisdictions, the Court formulated four principles: (i) the Court would be slow to intervene; (ii) the threshold for intervention remained high; (iii) intervention required *"real unfairness or real*

practical injustice"; and (iv) whether that threshold was met depended on the facts of each case.

6. On the facts, this case concerned the tribunal's reliance on a materially altered and unpleaded claim in formulating parts of its award. Oheo Bank argued that the tribunal's approach deprived it of an opportunity to respond to this claim and sought to set aside the award under Article 41(2)(a)(ii), which permits an award to be set aside where a party is unable to present its case. The Court found that Oheo Bank did not need to prove that the outcome would have been different had it been given an opportunity to present submissions; it only had to show that the submissions it would have made were reasonably arguable and could reasonably have made a difference. The Court therefore set aside the relevant parts of the award for procedural unfairness. The Court separately rejected the challenge under Article 41(2)(a)(iii), adopting a flexible approach to determining the issues that were *"in play"* in the arbitration, having regard to the arbitral record as a whole rather than the pleadings alone. The distinction is important: a claim may fall within the scope of the submission to arbitration, yet its determination may nevertheless be procedurally unfair if a party was denied a reasonable opportunity to address it.

7. The decision of the Court of First Instance **("CFI")** in *Princeton v Persephone*[ii] further illustrates the application of the principles developed in *Oheo Bank*. The dispute concerned whether Persephone's failure to pay the full purchase price by the contractual deadline entitled Princeton to terminate the contract. Rather than deciding the dispute on the arguments advanced by the parties, the tribunal relied on its own reasoning that their conduct and previous dealings showed that no fixed payment deadline had been agreed, and that there was no reason to doubt Persephone's ability to pay the balance. The Court found that these arguments had not formed part of

the parties' cases and that Princeton had been denied an opportunity to address them. It set aside the award because the submissions and evidence Princeton might have provided could reasonably have affected the outcome. The award was set aside in its entirety because the impugned reasoning formed the foundation of the tribunal's conclusions and could not be severed from the remainder.

8. The decisions in *Oheo Bank* and *Princeton* demonstrate the DIFC Courts' willingness to intervene in cases of material procedural unfairness. However, they do not indicate that the Courts have become more interventionist generally or that awards will be set aside more readily whenever a party alleges that it was unable to present its case. This is aptly illustrated by the CFI's decision in *Oratio v Orangia.*[iii] Here, the applicant argued that the tribunal's award had to be set aside because it had adopted a contractual construction of Addendum 2 to the parties' Sale and Purchase Agreement that neither party had advanced, thereby depriving the parties of an opportunity to address this point in their submissions. Notwithstanding the apparent similarity to the facts in *Princeton,* the CFI rejected the challenge in this case. It found that Addendum 2 and its legal consequences formed part of the contractual materials and issues considered by the tribunal during the arbitration, and the parties thus had an opportunity to address it in their submissions.

9. The Courts have similarly continued to reject set aside applications that seek to re-litigate the merits of a dispute decided by an arbitral tribunal. In *Okeke v Obike,*[iv] the CFI dismissed the set aside application as time-barred under Article 41(3). It also considered the substantive grounds in the alternative, rejecting challenges to the tribunal's interpretation of an insurance policy and its assessment of the evidence, finding that the applicant's complaints did not establish jurisdictional excess, procedural unfairness, or a public policy violation.

Similarly, in *Olan v Obelix,*[v] the CFI rejected challenges to the tribunal's treatment of liquidated damages and allegedly forged documents, holding that disagreement with the tribunal's reasoning and evidential assessments did not establish a ground for setting aside the award under Article 41.

10. Taken together, these decisions show that the DIFC Courts will set aside an award where material procedural unfairness has deprived a party of a fair opportunity to present its case but will not permit Article 41 to become a means of appealing a tribunal's decision on the merits. The emerging approach is therefore one of principled supervision, preserving arbitral finality while ensuring that it does not come at the expense of procedural fairness.

III. RECOGNITION AND ENFORCEMENT: REINFORCING STATUTORY DISCIPLINE

11. The Courts' emphasis on principled limits is also evident in their approach to recognition and enforcement over the past year. Articles 42–44 of the DIFC Arbitration Law govern the recognition and enforcement of awards irrespective of where they were made. In particular, Article 44(1) sets out the limited grounds for refusing recognition or enforcement, broadly mirroring Article V of the New York Convention. The decisions considered below show that the DIFC Courts continue to adhere to the prescribed statutory procedures while resisting attempts to impose additional conditions on recognition that the statutory framework does not require.

12. **Procedure:** *Ozan v Owain* concerned the procedure for recognition and enforcement of arbitral awards. In practice, recognition is frequently sought without notice, with the debtor then entitled to apply to set aside the recognition order within 14 days under rule 43.70 of the Rules of the DIFC Courts **("RDC").** In this case, the

Arbitration Claim Form appeared to seek recognition without notice, but was subsequently served on the debtor (which the claimant said was at the Court's request), who acknowledged service and challenged jurisdiction. Nevertheless, the CFI issued a recognition order under the without-notice procedure, before formally dismissing the jurisdictional challenge and without first giving the defendant an opportunity to raise grounds for refusing recognition. In refusing permission to appeal, the CFI held that subsequent service did not displace the Court's ability to proceed as though recognition had been sought without notice. It considered Part 43 to provide a self-contained procedure, with the defendant's rights protected by the ability to apply to set aside the recognition order under RDC 43.70.[vi] However, on a renewed application, the Court of Appeal granted permission to appeal, finding a real prospect that the debtor should instead have been afforded an opportunity to be heard before the order was made, in accordance with the procedure applicable to contested arbitration claims. The Court also stayed enforcement unless the award creditor provided an undertaking that any assets recovered would be held by the DIFC or Dubai Courts pending further directions.[vii] The unresolved question is whether subsequent service and participation required the proceedings to follow the on-notice procedure under RDC 43.64, notwithstanding that recognition was initially sought without notice. It remains to be seen how the Court of Appeal resolves this question; no substantive appellate decision has been published at the time of writing.

13. **Adjournment and security:** Article 44(2) of the DIFC Arbitration Law provides that where an application to set aside an award is pending before the seat courts, the DIFC Courts may adjourn their decision on recognition and enforcement and, on application, order the debtor to provide appropriate security. In *Oratio v Orangia*,[viii] the award debtor had applied to set aside a DIFC-seated award,

while the creditor separately sought recognition and enforcement before the DIFC Courts. Following consolidation of the proceedings, the creditor sought security for the full award amount, arguing that consolidation effectively adjourned enforcement pending determination of the set aside application. The CFI rejected the application, holding that consolidation was not an adjournment engaging Article 44(2), particularly where both proceedings were before the same Court. The Court also considered that the proposed security risked operating as interim enforcement rather than a preservation measure. In a separate decision in ARB 001/2026 concerning a Singapore-seated award,[ix] the CFI considered the debtor's suggestion that recognition be adjourned pending set aside proceedings commenced in Singapore. The Court noted that no formal application for adjournment had been made and that the Singapore proceedings had not been properly evidenced. It further emphasised that adjournment under Article 44(2) was discretionary, requiring consideration of the merits and *bona fides* of the challenge and the prejudice caused by delay. The sole ground advanced before the CFI lacked merit and did not justify delaying enforcement.[x] It nevertheless observed that, were an adjournment to be contemplated, full security would be appropriate in the circumstances. The decisions illustrate that the pendency of set aside proceedings and any resulting delay in enforcement do not, by themselves, satisfy the statutory conditions for an adjournment or security.

14. The longstanding debate over whether a territorial nexus is required for the DIFC Courts to recognise and enforce foreign arbitral awards, extensively litigated under the former Judicial Authority Law, has resurfaced under the DIFC Courts Law No. 2 of 2025 **("Courts Law 2025").** In *Om v Ottilie,*[xi] the CFI reaffirmed that recognition does not require the parties, their assets or the underlying dispute to have a connection with the DIFC. It clarified that the Courts will not impose

additional conditions that lack a clear statutory basis. This position was reiterated in ARB 001/2026,[xii] which distinguished the Court's jurisdiction to recognise awards under Article 14(A)(5) of the Courts Law 2025 from its jurisdiction over compulsory execution under Article 31(3). The distinction was also confirmed by the Conflict of Jurisdictions Tribunal in *Guangzhou Salvage v Global Marketing Systems DMCC,*[xiii] which held that the DIFC Courts had jurisdiction to recognise a Singapore-seated award notwithstanding the absence of a territorial nexus, but that compulsory execution, in the absence of a DIFC enforcement nexus, fell within the jurisdiction of the Dubai Courts. These decisions reaffirm the DIFC Courts' jurisdiction to recognise foreign awards while clarifying that the territorial requirements governing compulsory execution are a separate question.[xiv]

15. Collectively, these decisions reaffirm the DIFC Courts' commitment to facilitating recognition and enforcement within the applicable statutory framework. They illustrate the importance of observing procedural safeguards, exercising discretionary powers within their statutory limits, and confining objections to recognition to the grounds prescribed by Article 44. Equally, the Courts have resisted attempts to introduce additional jurisdictional requirements not found in the legislation. The resulting approach remains supportive of enforcement, while preserving the limited scope of judicial intervention and the distinct functions of recognition and compulsory execution.

IV. ARBITRATION AGREEMENTS AND COMPETING CLAIMS TO JURISDICTION

16. The DIFC Courts have continued to address jurisdictional conflicts arising from competing dispute-resolution provisions and proceedings commenced before different judicial forums. The decisions considered below illustrate how the Courts reconcile contractual arrangements, determine which matters must be referred to arbitration, and protect

the supervisory jurisdiction of the courts of the agreed seat.

17. The consequences of choosing a DIFC seat where there are competing dispute-resolution clauses arose in *Oswin v Otila and Ondray*.[xv] The parties' joint venture agreement provided for DIFC-seated arbitration but also contained a separate clause granting exclusive jurisdiction to the Abu Dhabi courts, expressly subject to arbitration. Oswin obtained an interim injunction from the DIFC Courts preserving the *status quo* pending arbitration. The defendant sought to discharge the injunction, arguing that the Abu Dhabi jurisdiction clause reserved jurisdiction over interim measures to the Abu Dhabi courts. The CFI rejected this interpretation and considered that the separate jurisdiction clause did not displace the Courts' supervisory jurisdiction under the joint venture agreement. On a renewed application for permission to appeal, the defendant also relied on competing dispute-resolution provisions in related agreements. The Court of Appeal found that these did not exclude the DIFC Courts' supervisory jurisdiction and refused permission to appeal.

18. A similar question of reconciling competing arbitration and jurisdiction clauses arose in *Agro Resource v Promising International*.[xvi] The parties' contract provided for an English-seated Grain and Feed Trade Association (GAFTA) arbitration alongside a separate provision conferring exclusive jurisdiction on the DIFC Courts following unsuccessful mediation. When mediation failed, the claimant commenced proceedings before the DIFC Courts, arguing that the jurisdiction clause entitled it to do so. The defendant sought a stay under Article 13(1) of the DIFC Arbitration Law, which requires the Courts to stay or dismiss proceedings concerning a matter covered by an arbitration agreement, subject to the statutory exceptions. The CFI reconciled the provisions: the arbitration agreement governed the substantive dispute, while the DIFC jurisdiction clause retained a

residual role where the parties did not pursue arbitration or where enforcement of a resulting award was sought. As the defendant had invoked the arbitration agreement, the Court stayed the proceedings. The decision reflects the DIFC Courts' approach of interpreting the contractual framework as a whole, rather than presuming that an arbitration clause would automatically prevail over a jurisdiction clause.

19. A more difficult question under Article 13(1) arose in *Petrichor v Ultimate Oil & Gas.*[xvii] Petrichor sought to enforce English judgments in the DIFC Courts. The parties had subsequently entered into a New Payment Agreement regulating repayment of the judgment debt, restricting enforcement until specified conditions were satisfied, and containing a London Court of International Arbitration (LCIA) arbitration clause. The defendants sought a stay under Article 13(1), arguing that whether Petrichor was contractually entitled to resume enforcement was a *"matter"* falling within the arbitration agreement. The CFI refused the application, holding that the relevant *"matter"* was the enforcement of the English judgments, rather than a dispute under the New Payment Agreement. Questions concerning satisfaction of the contractual conditions were merely threshold issues and did not require referral to arbitration. However, on 9 June 2026, the CFI granted permission to appeal,[xviii] finding it arguable that the contractual entitlement to enforce the English judgments constituted a substantial issue legally relevant to the claim, rather than merely being a threshold question. The appeal may provide important guidance on identifying the relevant *"matter"* where the cause of action before the Court is subject to a subsequent agreement containing an arbitration clause. No appellate determination had been published by the date of this chapter.

20. A different jurisdictional conflict, concerning the supervisory jurisdiction of the courts of the arbitral seat, arose in *Paul v Paxton.*[xix]

Paxton sought to challenge a DIFC-seated arbitral award by commencing annulment proceedings before the onshore Dubai courts. Paul obtained an anti-suit injunction from the DIFC CFI restraining those proceedings, which Paxton nevertheless continued to pursue. Paxton subsequently applied to set aside or vary the injunction to permit the challenge to continue, but the CFI refused to do so. It emphasised that any challenge to the award had to be brought before the courts of the seat, namely the DIFC Courts. The decision illustrates the DIFC Courts' willingness to protect their supervisory jurisdiction against competing proceedings before another judicial forum.[xx]

21. Taken together, these decisions demonstrate how the DIFC Courts address competing claims to jurisdiction, from reconciling dispute-resolution clauses and determining the scope of the obligation to refer matters to arbitration, to protecting the supervisory jurisdiction of the courts of the seat. Their approach seeks to make effective the parties' arbitral arrangements while recognising that the extent of judicial intervention depends on the contractual and statutory framework.

V. PROPOSED REFORMS: BROADER TRIBUNAL POWERS AND A SHORTER PERIOD FOR CHALLENGES

22. In June 2026, the DIFC Authority published Consultation Paper No. 2 of 2026,[xxi] proposing amendments to modernise the Arbitration Law. These proposals matter not only for tribunal procedure, but also for how parties manage procedural fairness, post-award challenges and the allocation of risk in funded arbitrations. Their practical implications fall into three broad areas: expanded tribunal powers and court assistance; changes to procedural-fairness standards and challenge deadlines; and new provisions on third-party funding and the law governing arbitration agreements. The proposed mediation provisions are addressed in the next chapter.

23. The draft would expand tribunal powers to order security for costs, consolidation and joinder, summary determination, provisional awards and peremptory orders. The proposals would also introduce a statutory framework for emergency arbitrators appointed under the parties' agreed arbitration rules. It would clarify powers to issue partial and separate awards and expand the Court's powers to extend time for commencing arbitration and issuing awards. Summary determination is particularly significant: it would permit disposal of claims or defences with no real prospect of success, subject to a reasonable opportunity to make representations. As *Oheo Bank* and *Princeton* illustrate, procedural efficiency cannot justify deciding a material issue without giving the affected party a fair opportunity to address it.

24. The draft would replace Article 25's *"full opportunity"* to present a case with a *"reasonable opportunity"* standard intended to allow proportionate case management. This would amend Article 25, not Article 41 itself; the relationship between the proposed standard and Article 41(2)(a)(ii) should not be overstated before enactment. The draft would also reduce the period to challenge an award from three months to 30 days from receipt or, where a request is made under Article 40, disposal of that request. *Okeke* illustrates the strict application of the existing deadline. If enacted, the shorter period would compress the time available to obtain advice, review the award and arbitration record, assemble evidence, and decide whether a properly supported challenge can be brought, subject to any transitional provisions. The change may promote finality, but it would make prompt post-award review more important: counsel should assess potential Article 41 grounds as soon as practicable after receiving the award.

25. The proposed funding regime would require disclosure of the funder's identity and whether it had accepted liability for adverse costs, while addressing conflicts arising from funding arrangements

made after the tribunal's constitution. The proposed choice-of-law provision would provide that, absent express agreement, the law of the seat governs the arbitration agreement; a choice of law for the main contract would not, by itself, amount to an express choice for the arbitration agreement. Parties wishing to select a different law should therefore state expressly that their choice applies to the arbitration agreement, rather than relying solely on the governing-law clause for the main contract.

26. These remain proposals, not current law. The consultation closed on 10 July 2026. Parties should continue to apply the Arbitration Law in force unless and until any amendments are enacted and brought into force, and should check any transitional provisions before relying on changes.

VI. CONCLUSION

27. The developments considered in this chapter suggest that the DIFC Courts' approach to arbitration is characterised less by a shift towards greater intervention than by a clearer articulation of the limits and purposes of their role. The set aside decisions demonstrate that the Courts will intervene where a party has been denied a fair opportunity to present its case but will not set aside an award merely because a party disagrees with the tribunal's decision on the merits. The recognition and enforcement cases similarly show that the objective of facilitating enforcement must operate within the prescribed procedural framework, without making recognition contingent on conditions the legislation does not impose. Beyond the award itself, the Courts have continued to give effect to the parties' choice of seat and determine the circumstances in which disputes must be referred to arbitration. Across these areas, the emerging picture is one of principled supervision: the Courts support the arbitral process while remaining

attentive to the statutory powers they exercise and the contractual arrangements from which disputes arise.

28. The next stage in the DIFC's development will depend on maintaining that balance while adapting its legislative framework to contemporary arbitral practice. The proposed amendments to the Arbitration Law offer an opportunity to equip tribunals and the Courts with more effective procedural tools, while recalibrating the standards governing procedural fairness and the time available to challenge awards. Their eventual impact will depend on how those changes are framed and applied, particularly where procedural efficiency must be reconciled with a party's opportunity to present its case. The forthcoming appellate consideration of *Petrichor* is another development to watch, as it may clarify the boundary between contractual disputes subject to arbitration and proceedings to enforce existing judgments. Ultimately, the DIFC's position as an arbitration hub will depend not only on the breadth of its powers or the speed with which awards can be enforced, but also on the predictability with which its Courts apply the law, respect the parties' dispute-resolution arrangements, and intervene where the legal framework justifies doing so.

References:

[i] Oheo Bank v Parker, [2025] DIFC CA 006 (24 April 2026), paragraphs 4, 86, 97, 105–108 and 110.

[ii] Princeton v Persephone, ARB 015/2026 and ARB 027/2026 (14 August 2026), paragraphs 26–32, 36 and 44–51.

[iii] Oratio v Orangia, ARB 043/2025 (2 April 2026), paragraphs 40–58.

[iv] Okeke v Obike, ARB 039/2025 (5 March 2026), paragraphs 26–40, 42–46 and 50–52.

[v] Olan v Obelix, ARB 053/2025 and ARB 054/2025 (8 June 2026, reissued 18 June 2026), paragraphs 28–49.

[vi] Ozan v Owain, ARB 029/2025 (9 April 2026), paragraphs 67–84 and 95–98.

[vii] Ozan v Owain, ARB 029/2025 (Court of Appeal, 5 June 2026), paragraphs 45, 51 and 56–59.

[viii] Oratio v Orangia, ARB 043/2025 (13 February 2026), paragraphs 38–46.

[ix] ARB 001/2026 (7 April 2026). Singularity Legal represented the successful claimant. The decision remains unpublished, but the authors may be contacted for further details.

[x] The debtor sought to set aside the recognition order under Article 44(1)(a)(iv), arguing that the appointment of a sole arbitrator under the Singapore International Arbitration Centre ("SIAC") Expedited Procedure contravened the parties' agreement for a three-member tribunal. The CFI rejected the objection, holding that the incorporated SIAC Rules permitted such an appointment notwithstanding contrary contractual provisions. It also noted that the debtor had not pursued a timely challenge before the Singapore courts to the tribunal's earlier ruling on its constitution.

[xi] Om v Ottilie, ARB 017/2025 (28 October 2025), paragraphs 34 and 39–43.

[xii] ARB 001/2026 (7 April 2026). See endnote ix.

[xiii] Guangzhou Salvage v Global Marketing Systems DMCC, CJT Application No. 1 of 2026 (20 April 2026), paragraphs 12–18.

[xiv] See also Singularity Legal, DIFC Courts as a Conduit for Enforcement Within and Outside the UAE (2024), on the historical development of conduit jurisdiction; JAL 2.0: The DIFC Courts Reboot (2025), on the revised jurisdictional and enforcement framework under the Courts Law 2025; and Singularity Legal, Clarity Restored on the DIFC Conduit Jurisdiction, paragraphs 8–12, discussing territorial nexus and the distinction between enforcement and execution in the context of foreign court orders under the Courts Law 2025.

[xv] Oswin v Otila and Ondray, ARB 032/2025 (Court of Appeal, 23 January 2026), paragraphs 57–78.

[xvi] Agro Resource Tarim Gida IC Ve DIS Ticaret A.S. v Promising International Trading Co. DMCC, CFI 071/2025 (30 December 2025), paragraphs 10, 21–24 and 34–47.

[xvii] Petrichor Energy FZCO v Ultimate Oil & Gas FZCO and another, CFI 118/2025 (2 April 2026), paragraphs 47–60 and 85–86.

[xviii] Petrichor Energy FZCO v Ultimate Oil & Gas FZCO and another, CFI 118/2025 (9 June 2026), paragraphs 58–63 and 70.

[xix] Paul v Paxton, ARB 010/2026 (21 May 2026), paragraphs 31–32.

[xx] Our 2025 publication examined the evolving jurisdictional relationship between the DIFC Courts and Dubai's onshore courts at length, including the role of the Conflict of Jurisdictions Tribunal and the DIFC Courts' anti-suit jurisdiction. See Singularity Legal, Untangling Conflict of Jurisdiction between DIFC and Onshore Courts (October 2025).

[xxi] DIFC, Consultation Paper No. 2 – Proposed Amendment of DIFC Arbitration Law (June 2026).

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.

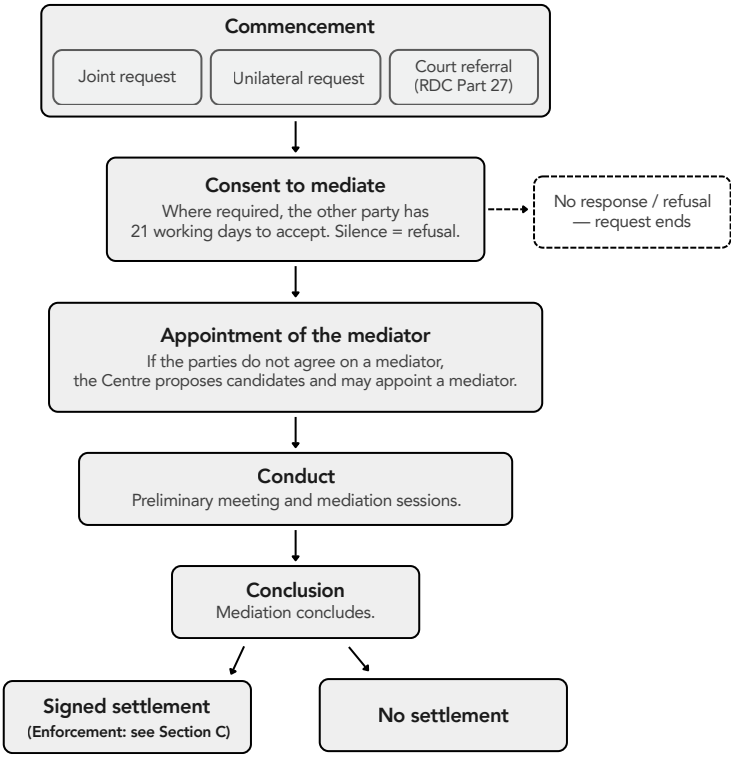
(b) **Consent to mediate:** Where the parties jointly request mediation, no further acceptance is required. Where one party applies, the other has 21 working days to accept, and silence is treated as refusal. A unilateral request therefore cannot compel an unwilling party to mediate. Court-referred mediation 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]

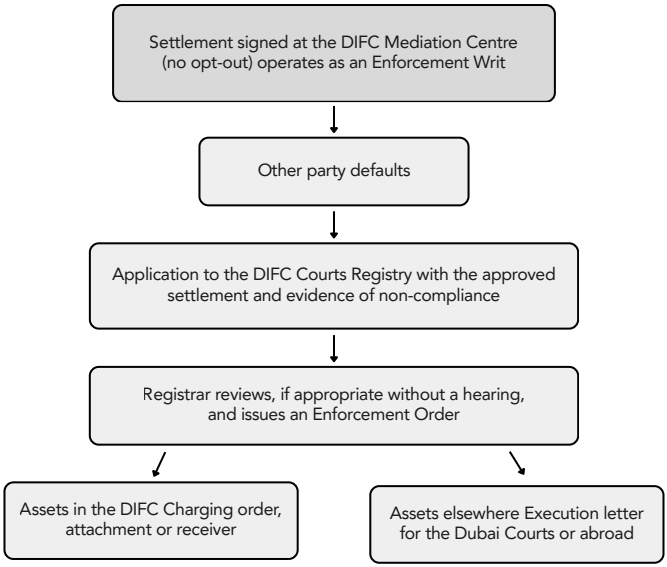
11. The Courts Law 2025 provides a more direct statutory route for qualifying settlements. Article 30 permits compulsory enforcement under an "Enforcement Writ" and expressly recognises two categories of settlement agreements: (i) signed settlement agreements approved by the DIFC Mediation Centre under 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.[xxv] 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][i] 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 Gida 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 Gida 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

ENFORCEMENT IN THE DIFC

Powers and Boundaries

I. INTRODUCTION

1. The past year has been significant for enforcement in the Dubai International Financial Centre **("DIFC").** The DIFC Courts have developed a reputation as an enforcement-friendly jurisdiction and as a conduit for recognising foreign judgments and awards. Recent decisions have reinforced that role, while clarifying the practical measures available to creditors and exposing a continuing tension between the DIFC Courts' powers and the authority of other courts asked to execute their orders.

2. Enforcement activity has also increased. In 2025, 341 enforcement claims were filed in the DIFC Courts, with a combined claim value of AED 10.9 billion. The first half of 2026 saw 220 enforcement filings, compared with 106 in the corresponding period of 2025.[i] These figures measure claims brought, not sums recovered.

3. As discussed in our previous publications, on the enforcement of interim awards, freestanding injunctions and the Courts Law 2025, the availability of recognition and protective relief is only part of the process. This year's decisions address the scope and exercise of the DIFC Courts' enforcement powers and the practical difficulties of giving effect to those powers in onshore Dubai and abroad. They invite practitioners to consider enforcement not simply as a final procedural step, but by reference to the instrument held, the assets available and the court competent to act.

II. THE SCOPE AND EXERCISE OF THE DIFC COURTS' ENFORCEMENT POWERS

A. Recognition, execution and the statutory framework

4. As discussed in Singularity Legal's 2025 publication, *JAL 2.0: The DIFC Courts Reboot*, Law No. 2 of 2025 Concerning Dubai International Financial Centre Courts **("Courts Law 2025")** introduced a revised statutory enforcement framework.[ii] Article 30 identifies Enforcement Writs; Article 31(3) addresses compulsory execution of ratified arbitral awards against persons or entities within the DIFC, while Article 31(4) permits the DIFC Enforcement Judge to act upon specified local and foreign judgments and interim orders inside the DIFC. The conditions for deputing execution of DIFC orders to the onshore Dubai Courts are separately set out in Article 32.

5. The starting point therefore depends on what the creditor holds and where enforcement is sought. The DIFC Courts may recognise a foreign judgment or award without that recognition itself providing authority to execute against assets elsewhere. Article 31(4) also contemplates interim and precautionary orders issued by other courts and arbitral tribunals, but the practical method of execution remains a separate question.[iii]

6. Where the onshore Dubai Courts are asked to execute a DIFC order under Article 32, the order must be final and executory and satisfy the applicable translation and executory-formula requirements.[iv] The relevant document, the relief it grants and the court before which it is placed are therefore critical.

7. The distinction was reinforced by the Conflicts of Jurisdiction Tribunal **("CJT")** in *Guangzhou Salvage v Global Marketing Systems DMCC*. The CJT confirmed that a Singapore-seated award could be recognised in the DIFC without a territorial connection, while

compulsory execution in the absence of a DIFC enforcement nexus belonged before the Dubai Courts.[v] The recognition jurisdiction and the power to compel execution should not be treated as interchangeable.

8. Foreign arbitral awards follow a related but separate route. As discussed in Singularity Legal's 2024 publication, *Enforcing Interim Measures in the DIFC*, the Court of Appeal in *Neal v Nadir* confirmed that a binding interim measure rendered as an arbitral award may be recognised and enforced under Articles 42-44 of the DIFC Arbitration Law, even where the arbitration was seated outside the DIFC.[vi]

9. For practitioners, the question is which document will be placed before which court. A final money judgment, an arbitral award, a charging order and a freezing injunction may all assist enforcement, but they operate differently. The creditor must identify the relief it needs and the assets or persons against which that relief can take effect.

B. Worldwide asset examinations and jurisdictional limits

10. A creditor cannot choose an effective execution method without knowing what the debtor owns. Part 50 of the Rules of the DIFC Courts **("RDC")** permits the examination of a debtor or an officer of a corporate debtor to obtain information relevant to enforcement.[vii] In *Orlagh v Orchid,* the Court of Appeal considered whether such examinations were limited to assets within the DIFC.[viii]

11. In *Orlagh,* the creditor sought assistance in enforcing a judgment of the onshore Dubai Courts. The DIFC Enforcement Judge ordered the examination of a company officer but limited the questions to assets in the DIFC. The Court of Appeal removed that limit. It held that the reference to enforcement *"inside the DIFC"* in Article 31(4) did not mean that an examination could cover only DIFC assets. The place

where the Court exercises its powers and the place where a debtor holds its assets are different questions.

12. The practical force of that conclusion is apparent. If a creditor could ask only about assets already shown to be in the DIFC, the procedure might be of little help. *Orlagh* confirms that an examination can seek information about assets elsewhere in the world. It does not authorise the DIFC Courts to seize those assets abroad, or relieve the creditor of the need to comply with the law of the country where they are found. The implications of Orlagh for the wider debate over territorial limits on the DIFC Courts' jurisdiction have also been considered in an earlier alert published by Singularity Legal, Orabelle: A Short-lived Threat to the DIFC Courts' Jurisdictional Threshold.

13. The Court can still control the scope of questioning and refuse demands that are oppressive, duplicative or unrelated to enforcement. The case rejects a blanket restriction based on geography; it does not give creditors a right to investigate every aspect of a debtor's affairs. Questions should be directed towards finding assets or understanding how the judgment might be satisfied.

14. *Oqab v Oorhna* and others, concerning a Dubai Court of Cassation judgment worth more than AED 4.6 billion, reaffirmed the position in *Orlagh*.[ix] The lower court's reasoning appeared to exclude information about assets outside the DIFC, although its operative examination order imposed no such restriction. The Court of Appeal dismissed the appeal because the order did not require amendment, but corrected the restrictive reasoning and awarded the appellant its appeal costs.

15. The position was, however, qualified in *Zaya Living Real Estate Development LLC v China State Construction Engineering Corporation,* decided by the CJT in July 2026.[x] A creditor had sought DIFC

examination orders to support enforcement of a Dubai judgment already being executed before the Dubai Execution Judge. The dispute concerned whether the DIFC procedure could require disclosure about assets outside the DIFC while that onshore execution remained under way.

16. The CJT concluded that, on the facts before it, the Dubai Courts should supervise disclosure and examination concerning assets and execution outside the DIFC. The DIFC procedure should be confined to assets, property or a place of execution connected with the DIFC. The tribunal was deciding which court should supervise enforcement of this particular Dubai judgment. It was not deciding whether the person examined qualified as a company officer under Part 50.

17. There is a real tension between *Zaya Living* and *Orlagh*. One reconciliation is that *Orlagh* concerns the geographical scope of information obtainable when the DIFC Court properly exercises Part 50 powers, whereas *Zaya Living* concerns the allocation of enforcement functions where the Dubai Execution Judge is already supervising execution. Even on that reading, *Zaya Living* places a practical limit on DIFC examinations directed at non-DIFC assets during active onshore execution. The broader jurisdictional questions raised by these competing approaches are considered further in Chapter 2 of this book.

18. CJT decisions on jurisdictional allocation bind the relevant Dubai courts. A creditor should therefore identify the DIFC enforcement connection and whether the proposed questions duplicate measures before the onshore Execution Judge.[xi] The cases support wide asset disclosure, but do not remove the need to identify the court entitled to supervise a particular execution process.

C. Realising assets: charges, sale and payment out

19. The same difficulty can arise in enforcing against shares. Unlike a straightforward bank-account attachment, a charge over shares may need to be followed by orders authorising a sale, identifying the buyer and determining how the price is to be paid. Transfer restrictions and the rights of other shareholders may also need to be addressed.

20. *GTC Trading S.A. v Rashed* shows these steps in practice. The creditor was seeking to enforce a Dubai commercial judgment through proceedings in the DIFC. Earlier orders had included a freezing injunction and a charge over shares in H.M.R. Investment Holding Ltd. An order for sale followed. In January 2026, Justice Robert French approved a specific share purchase agreement and the steps by which the shares could be transferred to a buyer. The Court also addressed how the proceeds would be received by the creditor.[xii]

21. The January decision went beyond ordering the sale in principle. It approved a transaction with an identified buyer, permitted payment through a nominated recipient acting for the creditor and provided for recoverable costs to be met from the proceeds. The importance of the order lies in moving from protection of the asset to the commercial steps needed to realise its value.

22. A creditor seeking a charge over shares should anticipate valuation, ownership, transfer restrictions, the purchaser, sale documents and the distribution of proceeds. Obtaining security may be only the beginning of the enforcement process.

23. A related, more modest drafting lesson arises from *Guttiers v Singhvi.* Although it concerned a property deposit rather than the execution of an earlier judgment, the amended order authorised the release of a deposit cheque to the sellers and gave liberty to apply if it

was not released or honoured.[xiii] The point is practical: where relief requires a transfer or release of funds, the operative order should identify the act required and the person expected to perform it.

D. Receivership as a means of execution

24. Information alone does not place assets under the creditor's control. Where ordinary execution is ineffective, a receiver may be appointed to take charge of property or rights on the debtor's behalf. RDC 45.3 recognises receivership as a means of enforcing a money judgment.[xiv] *Taylor v Yao Affi* illustrates when this equitable remedy may be justified in enforcing a foreign judgment.[xv]

25. In *Taylor*, the creditor had obtained financial orders in England and an enforcement order in the DIFC. The DIFC Court later appointed a receiver over property connected with the debtor in onshore Dubai. The debtor challenged the enforcement and receivership orders, arguing in part that the creditor could use the ordinary Dubai Courts instead. The Courts of First Instance **("CFI")** dismissed that challenge in March 2026, taking account of the history of non-compliance and the risk that the relevant assets would be dealt with before recovery could occur.

26. The Court did not accept that the theoretical availability of ordinary execution made receivership unnecessary. What mattered was whether that route was likely to work in the circumstances. At the same time, receivership was not treated as automatic whenever a judgment remained unpaid. The creditor had to explain why the remedy was justified by the debtor's conduct and the difficulty of reaching the property through the usual measures.

27. *Taylor* also addressed Article 31(4) of the Courts Law 2025. The CFI rejected the argument that the creditor first had to identify an asset

physically located within the DIFC before the Court could entertain enforcement of a foreign judgment. That question is distinct from whether a receiver appointed by the DIFC Court can effectively take control of property in onshore Dubai. The Court ordered the necessary executory formula and letters for onshore execution, reflecting the separate steps required to give the receivership practical effect. Singularity Legal previously examined this decision and its implications for the DIFC Courts' conduit jurisdiction in its alert, Clarity Restored on the DIFC Conduit Jurisdiction.

III. GIVING EFFECT TO DIFC ORDERS OUTSIDE THE DIFC

A. Interim relief and the disconnect with onshore execution

28. As discussed in Singularity Legal's 2025 publication, *The Evolving Landscape of Freestanding Injunctions in the DIFC*, the Court of Appeal in *Trafigura v Gupta,* following *Carmon v Cuenda,* confirmed the DIFC Courts' jurisdiction under Article 15(4) of the Courts Law 2025 to grant freezing relief in support of foreign proceedings, even where assets are held in onshore Dubai.[xvi] The power to preserve assets, however, is distinct from the power to execute an order as a final judgment.

29. A worldwide freezing order **("WFO")** restrains the defendant from dealing with assets; it does not transfer ownership, authorise a sale or establish a money debt. Its monetary ceiling is the amount of assets restrained, not an adjudged sum presently payable. This distinction is especially important when the DIFC order is transmitted to another court. Unlike the DIFC Courts, the onshore Dubai Courts do not grant WFOs in the common-law sense. Although onshore law provides for precautionary attachments, these operate differently and do not necessarily preserve the safeguards ordinarily contained in a WFO.

30. Notwithstanding these differences, parties had been executing DIFC WFOs in onshore Dubai through the deputation mechanism.

Indeed, Singularity Legal had itself pursued this route in ENF-085-2024, following the recognition of a provisional arbitral award in ARB-021-2022. The award contained a WFO but also proprietary relief requiring the provision of security in cash, a positive obligation distinct from the asset-preservation restraint imposed by a WFO. The resulting DIFC order was subsequently declared "final and executory", and a deputation letter was issued for its execution in onshore Dubai.[xvii] However, that process concerned recognition of an arbitral award containing both proprietary and freezing relief under the previous statutory framework. It did not resolve whether a WFO issued directly by the DIFC Courts could itself be treated as final and executory for direct onshore execution.

31. The difficulties with this practice were not merely theoretical. DIFC WFOs could be transmitted to the Dubai Courts through execution or deputation letters and processed through the ordinary machinery for enforcing judgments. Where a WFO was treated as final and executory, the onshore process could result in measures extending well beyond its terms, including travel bans, attachments over bank accounts and demands for payment of the amount specified in the WFO. Such measures could also defeat the usual exceptions for living and legal expenses. Importantly, subsequent variations to the DIFC WFO would not automatically discharge the corresponding onshore measures, requiring further steps before the Dubai Courts to give effect to those variations.[xviii]

B. The September 2026 clarification in *Trafigura*

32. The legal position was clarified in the CFI's decision in *Trafigura* on 9 September 2026. The applications concerned the continuation and terms of freezing relief affecting assets in onshore Dubai.[xix]

33. At paragraphs 295–296, the CFI drew a clear line. Article 32(A)(1) of the Courts Law 2025 and RDC 45.22 require a judgment or order sent

through the ordinary DIFC-to-Dubai execution route to be final and executory.[xx] Consistent with the principles in *Dadourian,* the Court also required the claimants to undertake not to seek enforcement of the freezing order outside the DIFC without its permission. A freezing order is an interim measure. It is therefore not final and executory for that route. The Court of Appeal's earlier conclusion that the DIFC Courts could freeze assets in onshore Dubai did not mean that the freezing order could be executed there as though it were a final money judgment.

34. The practical significance of *Trafigura* has already become apparent in the DIFC Courts' approach to onshore execution. The Courts have begun giving effect to the clarified legal position, including by revisiting deputation letters previously issued in respect of WFOs. This has resulted in the revocation of an execution letter and directions for the discontinuance of the corresponding onshore execution proceedings, reflecting the change in the legal landscape brought about by *Trafigura*.

35. An important qualification remains: the ruling does not make a DIFC freezing order irrelevant to onshore proceedings. The CFI accepted that it may be relied upon in support of appropriate onshore protective relief. What the Court rejected was treating the interim injunction itself as a final executory instrument.

36. For creditors, a DIFC WFO may preserve assets pending recovery, but it does not replace the application for local interim measures or execution of a final judgment. Those procedures must be kept distinct, and the safeguards in the originating order preserved.

C. Executing DIFC judgments abroad

37. Outside the UAE, enforcement depends on the law of the receiving court. In *FIMBank plc v Rajeev Suresh Bhatia and another,* the Bombay High Court considered execution of a DIFC money judgment in India under section 44A of the Indian Code of Civil Procedure 1908 **("CPC"),** which permits execution of qualifying decrees from superior courts of notified reciprocating territories.[xxi]

38. India had designated the UAE as a reciprocating territory by a notification of 17 January 2020 and included the DIFC Courts among the recognised superior courts.[xxii] *FIMBank* sought to execute a 2023 DIFC judgment in India. The debtors argued that the execution application did not satisfy section 44A(2) because the certificate showing whether, and to what extent, the judgment had been paid or adjusted was not in the required form. The argument went to the documents needed to begin execution, not to a fresh trial of the underlying debt.

39. The Bombay High Court considered both an earlier DIFC document certifying that the judgment was final and executable and a later certificate addressing satisfaction of the judgment. Looking at their substance, the Court held that the documents satisfied section 44A(2): the Indian court needed reliable evidence of the amount still outstanding, not a certificate bearing a particular title or form. The decision did not remove the other requirements or objections available under Indian law.

40. A creditor seeking execution in India should therefore obtain a properly certified judgment, evidence of executability and a certificate recording how far it has been satisfied or adjusted. Interest and payments already made should be reconciled with the amount claimed.

The case is a reminder that valid foreign judgments may still encounter delays if the supporting execution documents are incomplete.

41. The receiving jurisdiction's rules determine which certifications and translations are necessary. A DIFC executory formula intended for Dubai may not answer every question asked by a foreign court, and the availability of a separate recognition or execution route should be considered before further proceedings are commenced.

42. For arbitral awards, the choice may differ. Recognition of an award in the DIFC is not the same as execution abroad of a DIFC judgment. A creditor may instead be entitled to enforce the original award directly in the country where assets are held under the New York Convention or local legislation. Whether an intermediate DIFC recognition order assists depends on the receiving jurisdiction and the award's status.

IV. CONCLUSION

43. The past year has reinforced the DIFC Courts' role in cross-border enforcement while drawing clearer boundaries around the exercise of their powers. The CJT decisions have distinguished the reach of recognition and examination from the court competent to supervise compulsory execution; *Trafigura* has clarified why interim freezing orders cannot be transmitted onshore as final executable judgments. Abroad, *FIMBank* demonstrates the importance of the receiving jurisdiction's documentary requirements. Together, these developments favour an enforcement strategy that identifies the appropriate instrument, court and procedural safeguards at the outset, rather than treating recognition and execution as a single process.

References:

[i] DIFC Courts, *"DIFC Courts Sets Out Five-Year Growth Strategy as It Shares 2025 Service Statistics"* (11 February 2026); DIFC Courts, *"DIFC Courts Reports AED 10 Billion in Claims"* (13 July 2026).

[ii] Law No. 2 of 2025 Concerning Dubai International Financial Centre Courts ("Courts Law 2025"), Articles 30 – 32.

[iii] Courts Law 2025, Article 31(4); see also *Timothy Hugh Christian Taylor v Arlette Joelle Marie Madeleine Yao Affi*, ENF 271/2025, Order with Reasons (11 March 2026), paragraphs 8 – 16.

[iv] Courts Law 2025, Article 32(A)(1); Rules of the DIFC Courts **("RDC")**, rules 45.20 – 45.24, particularly rule 45.22.

[v] *Guangzhou Salvage v Global Marketing Systems DMCC,* CJT Application No. 1 of 2026 (20 April 2026), paragraphs 12 – 18. See also the recognition and enforcement discussion in Chapter 3 of this book.

[vi] *Neal v Nadir,* [2024] DIFC CA 001 (22 March 2024).

[vii] RDC Part 50, particularly Rules 50.1 – 50.10.

[viii] *Orlagh v Orchid,* [2026] DIFC CA 001 (4 May 2026, issued 6 May 2026), particularly paragraphs 49 – 81.

[ix] *Oqab v Oorhna* and others, [2026] DIFC CA 004 (3 June 2026), paragraphs 7 – 11 and operative order.

[x] *Zaya Living Real Estate Development LLC v China State Construction Engineering Corporation,* CJT Application No. 4 of 2026 (6 July 2026), paragraphs 14 – 19 and operative orders.

[xi] Dubai Decree No. 29 of 2024 establishing the Conflicts of Jurisdiction Tribunal, Article 9(c); *Zaya Living* (6 July 2026), paragraphs 17–19.

[xii] *GTC Trading S.A. v Hazem Abdolshahid Mahmoudi Rashed and another,* CFI 046/2023, ENF 022/2023 and ENF 023/2022, Order with Reasons (30 January 2026), paragraphs 100 – 105. A subsequent order (20 October 2026), paragraphs 24 – 28, authorised the conditional release of AED 1 million from surplus sale proceeds held in Court, illustrating the Court's continued supervision even after satisfaction of the judgment debt.

[xiii] *Pascal Francois Guttiers and Deborah Ninette Sheroon Scemama v Mayank Singhvi*, [2025] DIFC CFI 099, Amended Judgment (14 July 2026), operative paragraphs 1 – 3.

[xiv] Rules of the DIFC Courts, rr 45.3–45.6 (methods of enforcement).

[xv] *Timothy Hugh Christian Taylor v Arlette Joelle Marie Madeleine Yao Affi,* ENF 271/2025, Order with Reasons (11 March 2026), paragraphs 7 – 20.

[xvi] *Trafigura Pte Ltd* and *Trafigura India Pvt Ltd v Prateek Gupta and Ginni Gupta,* [2025] DIFC CA 001 (22 September 2025); *Carmon v Cuenda,* [2024] DIFC CA 003 (26 November 2024).

[xvii] ARB 021/2022, Order (20 January 2023), operative paragraphs 1 and 6(a) – 6(k), recognising a provisional arbitral award comprising security in support of a proprietary injunction, freezing relief and ancillary disclosure; ENF 085/2024, Order (27 March 2024), declaring the order of 20 January 2023 final and executory. These steps were taken under the previous Judicial Authority Law.

[xviii] Singularity Legal has acted in proceedings involving similar issues concerning the onshore execution of DIFC freezing orders. The relevant decisions remain unpublished, but readers may contact the authors for further details.

[xix] *Trafigura Pte Ltd* and *Trafigura India Pvt Ltd v Prateek Gupta and Ginni Gupta,* CFI 040/2025, Order with Reasons (9 September 2026), paragraphs 276 – 299.

[xx] *Trafigura Pte Ltd* and *Trafigura India Pvt Ltd v Prateek Gupta and Ginni Gupta,* CFI 040/2025, Order with Reasons (9 September 2026), paragraphs 293 – 298; Courts Law 2025, Article 32(A)(1); RDC 45.22.

[xxi] *FIMBank plc v Rajeev Suresh Bhatia and another,* Bombay High Court, Interim Application No. 3607 of 2025 in Commercial Execution Application No. 55 of 2025 (8 June 2026), paragraphs 38 – 73.

[xxii] Government of India, Ministry of Law and Justice (Department of Legal Affairs), Gazette Notification (17 January 2020) recognising the UAE as a reciprocating territory and the DIFC Courts as a superior court under CPC s 44A; *FIMBank,* para 52.

DIGITAL ASSETS IN THE DIFC

Connecting Regulations with Effective Remedies

I. INTRODUCTION

1. The DIFC has consistently sought to position itself at the forefront of legal and institutional developments in the digital economy. Its initiatives have ranged from the 2018 "Court of the Blockchain" project and the establishment of the Digital Economy Court **("DEC")** in 2021, followed by DEC specialist procedures under Part 58 of the Rules of the DIFC Courts **("RDC"),** to the enactment of the Digital Assets Law in 2024 **("DAL"),** and the development of a regulatory framework for digital assets. Singularity Legal has followed this evolution closely.[i] Our 2024 article, *DIFC announces the enactment of new Digital Assets Law*, examined the statutory reforms in detail. In our 2025 publication, while examining The Last 365 Days in the DIFC Courts, we considered the developing jurisprudence, including *Huobi (now Gate Mena) v Tabarak* on the recognition of Bitcoin as property, and *Techteryx v Aria Commodities* on freezing and proprietary relief concerning stablecoin reserves. We also examined the Courts' wider digital initiatives, including the Digital Assets Wills service and AI-enabled case management.

2. The past year has seen further developments. In December 2025, the DIFC Courts announced arrangements for specialist digital-asset custody and blockchain intelligence services to assist court users.[ii] This was followed by significant changes to the Dubai Financial Services Authority's **("DFSA")** crypto-token regulatory framework in January 2026.[iii] Recent decisions have also provided further insight into the treatment of digital-asset disputes before the DIFC Courts. Most recently, in October 2026, the Courts introduced blockchain-verifiable credentials for judicial documents, facilitating independent verification of their authenticity across borders.[iv] Together, these developments

reflect the DIFC's continued efforts to adapt its legal and institutional framework to the demands of the digital economy.

3. This chapter examines three developments in particular: the introduction of specialist custody and blockchain tracing services, and their implications for asset preservation and recovery; the DFSA's revised crypto-token regime and its implications for regulated firms and investors; and the treatment of digital-asset disputes before the DEC and the wider DIFC Courts, including the lessons from *CoinMENA and Gate Mena*. The chapter considers how the DIFC's evolving framework addresses the practical challenges of protecting, controlling and recovering digital assets.

II. INTEGRATING SPECIALIST DIGITAL-ASSET SERVICES INTO COURT PROCEEDINGS

4. Alongside developing the substantive law and procedural framework governing digital assets, the DIFC Courts have continued to invest in the technical capabilities necessary to handle such matters. On 15 December 2025, as part of the DIFC Courts' Growth Strategy 2026–2030, the Courts announced the introduction of specialist digital-asset custody and blockchain intelligence services through two external providers, Zodia Custody **("Zodia")** and Crystal Intelligence **("Crystal").**[v] These optional services are intended to support the management, investigation and enforcement of complex digital-asset matters and will be considered on a case-by-case basis where sufficient necessity is demonstrated. The initiative extends beyond facilitating access to specialist services for litigants, reflecting a broader effort to strengthen the Courts' institutional capacity to handle digital-asset matters.

5. The development builds upon the specialist procedural framework already established for the DEC. Under RDC 58.11, the Court may

authorise specified persons to operate digital assets through available cryptographic keys or other access mechanisms. Practical Guidance Note 1/2022 **("PGN 1/2022")** further contemplates the involvement of persons controlling digital assets, including keyholders and custodians; tailored directions for producing and presenting digital evidence; and the appointment of court experts or assessors to assist with technical issues. The new arrangements could facilitate the practical application of these provisions by making specialist custody and investigative expertise more readily accessible. However, the announcement does not prescribe how these providers are to be instructed or appointed in individual proceedings.

6. **Specialist custody:** Zodia's proposed role is to provide secure, neutral custody of disputed digital assets during proceedings and assist in implementing resulting orders. Its services may enable assets to be held independently of the disputing parties, reducing the risk of unauthorised transfers without determining the underlying ownership dispute.

7. Specialist custody has already been employed by parties in digital asset insolvency and restructuring. In the US, following FTX's collapse in 2022, the exchange arranged for BitGo to safeguard approximately USD 740 million in digital assets during its bankruptcy proceedings, subject to court approval.[vi] Zodia was appointed by WazirX in March 2025 ahead of its proposed restart, while the associated restructuring was proceeding through the Singapore High Court.[vii] In April 2026, Zodia also announced an arrangement with PwC UK to provide digital-asset custody services in insolvency cases.[viii] These examples concern arrangements made by businesses or insolvency practitioners, rather than court-directed neutral custody. They nevertheless illustrate how independent custodians may assist in safeguarding and administering digital assets where ownership, control or entitlement requires careful management.

8. For the DIFC Courts, one immediate practical application is for proprietary injunctive relief. Digital asset disputes typically have proprietary claims at their heart. This is illustrated by *Techteryx v Aria Commodities,* where the claimant asserted proprietary rights over reserves backing the TrueUSD stablecoin and their traceable proceeds, and successfully obtained both a proprietary injunction and a worldwide freezing order ("**WFO**").[ix] In such disputes, the challenge is not merely obtaining the injunction, but securing the property pending determination of ownership. While conventional assets may be delivered up into Court or a solicitor's account, comparable arrangements for digital assets present practical difficulties, particularly where the assets are controlled through private keys. Zodia's neutral custody services could provide a mechanism for implementing such arrangements, allowing disputed digital assets to be held independently of the parties. This would complement the Court's existing powers to order the custody or preservation of property under RDC 25.1(3)(a), to secure disputed funds under RDC 25.1(12), and to authorise persons to operate digital assets under RDC 58.11, where the assets can lawfully and practically be transferred.

9. Further, in ordinary commercial proceedings, parties may seek to provide digital assets as security for costs, fortification of cross-undertakings or under other protective arrangements. A specialist custodian could facilitate such arrangements, subject to the Court accepting the proposed form of security and prescribing suitable conditions. The experience of custodians in insolvency proceedings also suggests potential applications in the administration or preservation of digital assets subject to insolvency or other court-supervised processes. These uses would require appropriate arrangements governing valuation, access, authorised instructions, costs and release. In particular, custody protects against unauthorised transfers but does not eliminate fluctuations in the value of the assets held.

10. **Asset-tracing intelligence:** Crystal will provide blockchain intelligence and investigative support. Its tools can trace movements through multiple blockchain addresses, screen wallets, monitor transactions and present complex transaction paths visually. The DIFC Courts envisage these capabilities supporting case management, compliance and enforcement, as well as oversight of the Digital Assets Wills service and specialist training for Court staff. Its proposed role therefore extends beyond investigating individual claims to strengthening the Courts' institutional capacity to handle digital-asset matters.

11. The use of blockchain-analysis tools in litigation is not new; parties can already engage such providers independently. The significance of the DIFC initiative lies instead in facilitating access to these capabilities within the judicial framework. However, the announcement leaves open whether Crystal would act in particular proceedings as a party-instructed service provider, a court-appointed expert or assessor, or an independent investigative resource. These distinctions matter because the provider's role will determine how its findings are produced, disclosed and tested.

12. Comparative jurisprudence illustrates the issues that may arise. In *DVA v DVC* (2026), the Singapore International Commercial Court considered a proprietary claim involving disputed cryptocurrency transfers, where certain movements within the platform's pooled wallets were recorded on internal ledgers rather than the blockchain.[x] This demonstrates the limits of public blockchain data and the potential need for further disclosure from intermediaries. In England, *D'Aloia v Persons Unknown* (2024) concerned tracing evidence prepared using specialist blockchain-analysis software, including Crystal.[xi] The Court criticised the expert's inadequate explanation of his methodology and choices between different approaches. In the United States,

United States v Sterlingov (2026) illustrates a further consideration: the Court of Appeals upheld the admission of evidence based on Chainalysis Reactor while also considering the extent to which the defence required access to the software's underlying methodology and proprietary source code.[xii] Access to certain assumptions and heuristics had been permitted under protective arrangements, while access to the source code was refused on the facts.

13. These decisions identify three considerations for the DIFC Courts: the completeness of information available to investigators, the reliability of analytical methods, and the ability of parties to scrutinise the resulting evidence. PGN 1/2022 already provides for directions concerning digital evidence, confidentiality and court-appointed experts or assessors. These mechanisms could assist in integrating specialist blockchain intelligence into proceedings. However, institutional selection of a provider should not confer any presumption of evidential reliability. The applicable safeguards, including independence, disclosure of methodology and opportunities for challenge, will depend on the provider's precise role.

14. The initiative therefore represents a further step in the DIFC Courts' efforts to develop the practical capabilities necessary for digital-asset disputes. Its significance lies not in creating new remedies or investigative technologies, but in facilitating their use within the existing judicial framework. Whether this improves case management, preservation, investigation and enforcement will depend on how the services are deployed and the procedural safeguards governing their use.

III. REGULATORY SAFEGUARDS AND TOKENISATION

15. The DFSA regulates financial services involving crypto tokens in or from the DIFC. Its framework is distinct from the regime administered

by Dubai's Virtual Assets Regulatory Authority **("VARA"),** which regulates virtual-asset activities throughout the Emirate of Dubai, including its other free zones, but excluding the DIFC. Although the two regimes operate independently, the regulators signed a memorandum of understanding in October 2025 to strengthen cooperation on licensing, supervision, enforcement and information exchange.[xiii]

16. **The DFSA's revised Crypto Token framework:** On 12 January 2026, the DFSA introduced significant changes to its Crypto Token regime, shifting responsibility for assessing the suitability of most crypto tokens from the regulator to authorised firms.[xiv] Previously, firms undertaking relevant activities were generally restricted to tokens recognised by the DFSA. Under the revised framework, the DFSA no longer maintains a list of Recognised Crypto Tokens. It continues to determine the suitability of *Fiat Crypto Tokens,* i.e. digital tokens designed to maintain a stable value by reference to a single fiat currency, such as the US dollar or UAE dirham. However, the responsibility for assessing the suitability of "non-fiat" crypto tokens, such as Bitcoin and Ether, has shifted to the firms offering the relevant services.

17. The changes give firms greater commercial flexibility, accompanied by corresponding obligations:

(a) Suitability assessments: Firms must assess, on reasonable grounds, the token's purpose, governance, technology, market characteristics and regulatory status, having regard to their proposed activities and customers.[xv]

(b) Ongoing monitoring: Firms must disclose the tokens they consider suitable, retain supporting records and review their assessments regularly. The DFSA expects reviews at least every six

months. Where a token ceases to be suitable, the relevant activity must cease or reasonable steps must be taken towards cessation.[xvi]

(c) Broader investment activity: Previous restrictions on the extent to which funds may invest in crypto tokens have been removed, subject to suitability assessment and risk management. An exception also permits authorised firms to provide custody of certain tokens without satisfying the token-suitability condition otherwise applicable to relevant activities; this does not independently authorise their promotion or trading.[xvii]

18. The reform replaces a significant element of prior regulatory screening with continuing responsibility on firms. Businesses can consider a wider range of products without awaiting individual recognition, although the costs of assessment and monitoring may be harder for smaller providers to absorb. Investors may encounter greater variation between firms in the tokens offered and the risks accepted. In a dispute involving investment losses, the relevant question will not simply be whether a token declined in value, but whether the firm reasonably assessed, disclosed and monitored the associated risks. Its records may therefore become important evidence in claims concerning due diligence, disclosure or risk management.

19. **International approaches:** Comparable developments are evident elsewhere, although the regulatory approaches are not identical. In Singapore, guidance applicable from June 2025 requires digital payment token service providers to establish policies for assessing tokens, keeping listings under review and managing associated conflicts of interest.[xviii] In the United Kingdom, the Financial Conduct Authority's June 2026 rules introduce requirements concerning cryptoasset admissions to trading, due diligence and investor disclosures, with the principal regime scheduled to commence on 25 October 2027.[xix] Like the DFSA's reforms, these approaches place

greater responsibility on market participants for the assets they offer, although they regulate different activities.

20. The United States offers a different comparison. In March 2025, the Office of the Comptroller of the Currency ("**OCC**") removed the requirement for national banks to obtain prior supervisory clearance before undertaking specified cryptoasset custody, stablecoin and blockchain-payment activities. In December 2025, the OCC further confirmed that national banks may undertake riskless principal transactions involving cryptoassets, acting as intermediaries without holding the assets as trading inventory.[xx] Additionally, the GENIUS Act, enacted in July 2025, establishes a federal framework for payment stablecoins, including requirements concerning reserve backing, disclosure and the treatment of holders' claims in issuer insolvency.[xxi] These provisions are particularly relevant to disputes concerning backing reserves, such as *Techteryx,* although the legal frameworks are distinct. Unlike the DFSA's token-suitability reforms, these measures address institutional participation and stablecoin issuance. They nevertheless illustrate the same broader challenge: expanding digital-asset activity while ensuring appropriate safeguards.

21. **Safeguarding client assets:** In the DIFC, the revised DFSA Client Assets regime took effect on 1 January 2026, strengthening protections for Client Money, Client Investments and Client Crypto Tokens.[xxii] The regime imposes requirements concerning custody arrangements, systems and controls, recordkeeping and oversight. These protections are particularly relevant where tokens are held through intermediaries, since customers may own assets without directly controlling the means of transferring them.

22. Existing DFSA custody rules also prescribe specific obligations where transfers go wrong. Under rule 15.4.5 of the DFSA Rulebook's Conduct of Business module ("**COB**"), a regulated firm

responsible for an unauthorised or incorrectly executed transfer of Client Crypto Tokens must restore the client's account to the position it would otherwise have occupied, promptly and within three business days. It must also maintain adequate arrangements to compensate for losses where a transfer cannot be reversed. These duties provide a more specific framework for assessing the responsibility of regulated custodians than the general description of a service as "custody". A breach of applicable regulatory obligations may also give rise to civil liability under Article 94 of the DIFC Regulatory Law, subject to statutory conditions.

23. **Tokenisation and the underlying rights:** The DFSA's Tokenisation Regulatory Sandbox, launched in March 2025, allows selected firms to test tokenised investments, including shares, bonds and fund units, within a supervised environment.[xxiii] Tokenisation has also progressed elsewhere in Dubai. In February 2026, the Dubai Land Department, working with VARA and other partners, launched the second phase of its real-estate tokenisation project, enabling controlled secondary-market resale of approximately 7.8 million property tokens.[xxiv] This moves beyond testing issuance to examining how tokenised interests may be transferred between investors.

24. The central legal question is whether transferring a token also transfers the rights it represents. A tokenised share, for example, might change hands on a digital ledger without a corresponding change to the legally effective shareholder register. Alternatively, the holder may possess only contractual rights against an issuer, rather than a proprietary interest in the underlying asset. The answer depends on the legal structure and applicable rules governing ownership and transfer.[xxv] The Dubai real-estate pilot is noteworthy because it seeks to connect digital transfers with the existing property registration framework. Ultimately, the success of tokenisation depends not merely

on technical transferability, but on the enforceability of the rights represented.

25. These developments reflect a common direction: expanding digital-asset activity while placing greater responsibility on regulated intermediaries. The DFSA's reforms offer businesses flexibility, but make suitability assessments, custody safeguards and compliance records more consequential. For investors, the strength of the framework will ultimately be tested when assets are lost, intermediaries fail or ownership rights are disputed.

IV. THE DIGITAL ECONOMY COURT: SPECIALIST JUDICIAL MANAGEMENT

26. There can be no doubt that the DIFC is making considerable and consistent investment in digital asset legislation, regulation and specialist court infrastructure. This comes into sharper focus when we see businesses opting into its law and dispute-resolution framework. One illustration is *Obert and Ona v Ondray,* where a consultancy agreement concerning a security token offering provided for DIFC law and DIFC-seated arbitration.[xxvi]

27. However, the DEC's published caseload remains limited. The publicly available DEC judgments and orders presently identify only two distinct proceedings: *Gate Mena and Techteryx*. Neither originated in the DEC. *Gate Mena* began in the Technology and Construction Division and was remitted to the DEC following its appeal, while *Techteryx* was transferred from CFI 020/2025.[xxvii] At the same time, notwithstanding the broad scope of RDC 58.7, proceedings involving businesses operating in the digital-asset sector continue to be pursued through ordinary Court of First Instance ("**CFI**") proceedings, as illustrated by *CoinMENA v Foloosi* and *BHM Capital v 3iQ Corporation.*[xxviii] Notably, the current published record does not

establish whether these disputes would have benefited from specialist DEC procedures or why they proceeded through the ordinary CFI list.

28. Against this background, the question arises as to what the DEC offers beyond ordinary CFI proceedings. The DEC is, after all, a specialist division of the CFI, exercising the same jurisdiction and broadly the same substantive powers and remedies. From the Court's perspective, the advantage is apparent. A specialist division allows digital-economy disputes to be managed by judges with a particular focus on these matters, who can develop familiarity with the technical issues involved and apply procedures tailored to their complexities. The Court may therefore transfer suitable proceedings to the DEC, as seen in *Gate Mena and Techteryx*. Justice Michael Black, appointed Judge in Charge of the DEC in 2022, has presided over both cases. From a litigant's perspective, however, the practical advantages are less immediately apparent. The question is therefore what Part 58 adds to ordinary CFI procedure, and in what circumstances those differences may be material. The following table examines the principal procedural distinctions, including the extent to which the DEC's specialist provisions supplement powers already available to the CFI.

Procedural feature	Ordinary CFI proceedings	DEC proceedings
Nature of the dispute	General commercial and civil disputes falling within the DIFC Courts' jurisdiction, subject to the applicable procedural rules.	Broad range of digital-economy disputes, including fintech, digital assets, blockchain, AI, e-commerce, payment platforms, Web3, software, data and related claims (RDC 58.7). No requirement of technical complexity.

Procedural feature	Ordinary CFI proceedings	DEC proceedings
Simplified procedure for smaller claims	SCT procedure for claims up to AED 500,000, or higher in specified cases by agreement (Part 53)	Consumer DEC Claims up to AED 500,000, or higher by agreement. SCT judges hear claims; overlap with SCT process, flexible service, with paper determination normally applicable (RDC 58.50–58.61).
Commencement and transfer	Generally under Part 7, or Part 8 where that procedure is appropriate. Part 7 claims may be transferred to relevant specialist divisions.	RDC 58.14 requires a DEC claim to commence under Part 7 and explain its suitability. The Court can transfer cases into or out of the division at any time.
Acknowledgment and jurisdictional objections	Acknowledgment need not summarise the defence; jurisdictional challenges require a separate application under Part 12.	Mandatory acknowledgment identifying the defence and any jurisdictional grounds. Part 12 expressly disapplied. A properly raised jurisdictional objection is treated as an application (RDC 58.33–58.38).
Early planning and preparation	Ordinary case management under Part 26, with timetables and directions determined by the Court. First CMC ordinarily follows the defence.	Part 26 largely disapplied. Defence optional before first CMC; first CMC date fixed within seven days of acknowledgment or transfer, normally before Judge in Charge, enabling early specialist directions (RDC 58.39–58.48).

Procedural feature	Ordinary CFI proceedings	DEC proceedings
Interim relief	Freezing orders, property-preservation orders and associated disclosure are available.	Same remedies, plus express power to authorise persons to operate or modify digital assets through cryptographic keys or other access mechanisms (RDC 58.11).
Documents and technical evidence	General powers concerning production, electronic evidence, experts and assessors under Part 28 and Part 31.	Guidance expressly addresses issue-specific production, early disclosure of key documents and modified production obligations (PGN 1/2022, [15]–[19]), and technology-assisted review, native-format digital evidence and court-appointed technical experts or assessors (PGN 1/2022, [20]–[22], [30]).
Joinder of relevant parties	General joinder powers under Part 20.	Express guidance to consider digital signatories, keyholders and present or former custodians whose involvement may be necessary (PGN 1/2022, [12]).
Sensitive information	Private hearings and confidentiality protections are available where justified.	Ordinary DEC claims are not automatically private. However, there is specific guidance on confidentiality rings, independent expert review, segregation and redaction of sensitive technical information (PGN 1/2022, [10]–[11]).

29. The DEC's principal advantage lies in providing a specialist framework for managing digital-economy disputes. A straightforward payment claim may gain little from this framework, while disputes involving wallet control, custodians or complex digital evidence may

benefit from earlier and more focused case management. *Gate Mena and Techteryx* illustrate the types of disputes for which such specialist management may be useful. While Part 58 introduces meaningful procedural differences and PGN 1/2022 provides guidance tailored to digital-economy disputes, their practical impact remains largely untested in the limited published jurisprudence.

V. CONCLUSION

30. The DIFC's recent reforms can be understood as part of a broader effort to attract and retain digital-asset businesses. Greater flexibility in offering products becomes commercially valuable when firms can also anticipate their legal obligations and rely on effective remedies. By developing these features together, the DIFC strengthens the case for businesses to establish operations, commit capital and build longer-term relationships within the jurisdiction. The potential attraction lies in reducing the uncertainty that firms and their investors must account for when deciding where to conduct business.

31. The next stage will test how effectively these reforms work together. Confidence in the DIFC's treatment of digital assets may encourage counterparties to choose its law and dispute-resolution framework for their transactions. Its courts and enforcement capabilities therefore have economic significance well before litigation begins: they help parties assess the risks of entering a commercial relationship. Whether these reforms produce that confidence will depend on consistent supervision, proportionate compliance costs and decisions that make rights and responsibilities easier to predict. If the DIFC delivers on those measures, its investment in digital-asset regulation and judicial infrastructure could become a sustained reason for businesses to choose the jurisdiction.

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[iii] DFSA, 'The DFSA implements major updates to Crypto Token Regulatory Framework, enhancing market integrity and supporting innovation in DIFC' (12 January 2026)

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[x] DVA and another v DVC, [2026] SGHC(I) 4 (24 April 2026), paragraph 13 and footnote 4, and paragraphs 27 and 29

[xi] Fabrizio D'Aloia v Persons Unknown Category A and others, [2024] EWHC 2342 (Ch), paragraphs 6, 222(ii) and 251 – 254

[xii] United States of America v Roman Sterlingov, No. 24-3161 (US Court of Appeals for the District of Columbia Circuit, 25 September 2026), pp. 19 – 23

[xiii] DFSA, 'Live from GITEX: DFSA and VARA strengthen regulatory cooperation' (15 October 2025)

[xiv] DFSA, 'The DFSA implements major updates to Crypto Token Regulatory Framework' (12 January 2026)

[xv] DFSA Rulebook, General module ("GEN"), Rule 3A.2.1(1)–(4); DFSA, Supervisory Guidelines on Assessing the Suitability of Crypto Tokens (15 December 2025), paras 3–6; DFSA, Policy Statement on Fiat Crypto Tokens

[xvi] DFSA Rulebook, GEN 3A.2.1A and accompanying Guidance, particularly Guidance para 3

[xvii] DFSA, 'Crypto Token Regulation', section 'Latest regulatory update: Rules effective from 12 January 2026'; DFSA Rulebook, GEN 3A.2.1(4)

[xviii] Monetary Authority of Singapore, Guidelines on the Provision of Consumer Protection Safeguards by Digital Payment Token Service Providers, PS-G03, paragraphs 1.2.1 and 6.2.1 – 6.2.6

[xix] Financial Conduct Authority, PS26/9, Admissions & Disclosures and Market Abuse Regime for Cryptoassets (June 2026), paragraphs 2.8 – 2.16 and 2.22 – 2.28 and accompanying responses

[xx] Office of the Comptroller of the Currency, Interpretive Letter 1183 (7 March 2025)

[xxi] Guiding and Establishing National Innovation for U.S. Stablecoins Act (GENIUS Act), Public Law 119-27 (18 July 2025), ss 4, 11 and 20. Section 20 provides for commencement on the earlier of 18 months after enactment or 120 days following issuance of the relevant final implementing regulations.

[xxii] DFSA, 'Client Assets'; DFSA, 'The DFSA publishes FAQ on revised Client Assets regime' (24 June 2025); DFSA Rulebook, GEN 2.2.10A and applicable COB Client Assets provisions

[xxiii] DFSA, 'The DFSA seeks expressions of interest for Tokenisation Regulatory Sandbox' (17 March 2025)

[xxiv] Dubai Land Department, 'Dubai Land Department launches Phase II of the Real Estate Tokenisation Project' (9 February 2026)

[xxv] See UNIDROIT, Principles on Digital Assets and Private Law (2023), Principle 4 and Commentary 4.1–4.3 and 4.18–4.19 (non-binding model principles)

[xxvi] Obert and Ona v Ondray, ARB 014/2025 (9 October 2025), paragraphs 4–9 and 40. The resulting award, arising from non-payment under a settlement, was recognised by the DIFC Courts in October 2025.

[xxvii] Gate Mena DMCC and another v Tabarak Investment Capital Ltd and another, [2023] DIFC CA 002 (13 June 2024), paragraphs 2 and 260(2); Techteryx Ltd v Aria Commodities DMCC and others, [2025] DIFC DEC 001 (16 September 2025, amended 17 October 2025)

[xxviii] CoinMENA B.S.C. (C) v Foloosi Technologies Ltd, CFI 067/2025 (7 July 2026), paragraphs 3–7 and 24–29 describing the underlying CFI proceedings. Although CoinMENA is a cryptocurrency service provider, the underlying claim concerns allegedly withheld payment-processing proceeds and appears to raise conventional contractual and commercial issues rather than questions of ownership or control of cryptoassets. BHM Capital Financial Services PSC v 3iQ Corporation, CFI-002-2024. While 3iQ operates in the digital-asset investment sector, the published orders are procedural and do not disclose the nature of the underlying dispute. Neither case establishes why proceedings were continued in the general CFI list rather than the DEC.

THE DIFC COURTS AMONG THEIR PEERS

Jurisdiction, Judicial Boundaries and Enforcement

I. INTRODUCTION

1. The establishment of the Dubai International Financial Centre Courts **("DIFC Courts")** in 2004 introduced a novel judicial forum into the commercial landscape of the Gulf. It was an independent court system for the Dubai International Financial Centre **("DIFC"),** located within the region itself, which conducted its proceedings in English and within a common-law framework familiar to international commercial parties.

2. Comparable institutions have since emerged elsewhere in the United Arab Emirates **("UAE")** and beyond, including the Qatar Financial Centre ("**QFC**") Court, the Abu Dhabi Global Market **("ADGM")** Courts, the Singapore International Commercial Court **("SICC"),** the Astana International Financial Centre ("**AIFC**") Court, the Bahrain International Commercial Court **("BICC"),** and the International Financial Centre of Oman ("**IFC Oman**") Courts, established in 2026, which are yet to open.[i] Existing academic studies broadly classify these courts into two categories: those established to attract investment and those created by jurisdictions seeking greater control over the resolution of commercial disputes within their special economic zones.[ii]

3. These courts offer parties similar assurances, including English-language proceedings, judges with international commercial experience, and procedures designed for cross-border litigation. However, behind that common surface they differ in how a dispute reaches them, in their relationship with the national courts, and in whether their orders reach the assets they concern, among several other variances.

4. This chapter asks a more practical question, measuring each court against the DIFC Courts: how far its jurisdiction reaches, where that

jurisdiction stops against the national courts, and whether what it orders can be recovered. The chapter's contention is that these courts converge on the features users see first, namely opt-in jurisdiction, English-language process and common thresholds for interim relief. However, they diverge where each court meets its host system: at the boundary with the national courts, in the route from an order to the assets it concerns, and in the use of recognition to reach national execution. The comparison begins, however, on the surface.

II. SURFACE TENSION

5. ***First, the constitution of the bench:*** The ADGM Courts and the AIFC Court draw their judges from the common-law jurisdictions. The DIFC Courts and the QFC Court combine international judges and local judges trained in their national legal systems. The SICC and the BICC go furthest, the SICC joining Singapore's judges with international judges from eleven jurisdictions, and the BICC's first panel having Bahraini judges beside members from the United States, France, Egypt and India.[iii]

6. ***Second, cost and language:*** The QFC Court stands apart, charging no fee to issue a claim or make an application. The DIFC, ADGM and AIFC courts charge by the value of the claim, with caps; in the DIFC, the filing fee falls from 5% of a USD 100,000 claim to about 0.13% of a USD 100 million claim. The SICC and the BICC charge for judicial time instead, by filing and hearing fees unrelated to the sum claimed. A dispute requiring less judicial time (even if the quantum of the dispute is large) is therefore cheap in Singapore or Bahrain, and a long one is expensive whatever it is worth. Every operating court proceeds in English, but the QFC Court and the BICC also admit Arabic, and in the BICC a local lawyer must act alongside foreign counsel when the proceedings are in Arabic.[iv]

7. ***Third, the position within their respective national legal systems, and the application of "common law":*** Some operate within financial centres with their own legal frameworks, while others form part of the national judiciary or function as specially established commercial courts. Although several follow common-law principles, the legal basis for doing so differs. Table 1 summarises these distinctions.[v]

Table 1: The Courts in Their Legal Orders[vi]

Court	Position Within National Legal System	Approach To Common Law
DIFC Courts	Courts of a financial free zone with its own civil and commercial legal framework	DIFC statutes supplemented by common law, with reference to English and other common-law jurisdictions
ADGM Courts	Courts of a financial free zone with its own civil and commercial legal framework	English common law applies directly, alongside applicable legislation
QFC Court	Specialist court *within* Qatar's QFC legal framework	Applies QFC laws and regulations, drawing on common-law principles
AIFC Court	Independent court outside Kazakhstan's ordinary judicial system	Applies AIFC law, which draws on English common-law principles
SICC	Division of the Singapore High Court	Applies Singapore common law, subject to the applicable governing law
BICC	Independent commercial court established under Bahraini law	Applies the law chosen by the parties, which may be common law
IFC Oman courts	Independent courts established within Oman's new financial centre (not yet operational)	Intended to operate under a dedicated common-law framework. However, the bounds of common law are yet to be determined.

III. ACCESS: CONSENT, STATUS, AND JOINDER

8. The DIFC Courts derive jurisdiction from several gateways under Article 14 of the Courts Law 2025, including a party's status as a DIFC Establishment under Article 14(A) and the parties' written consent under Article 14(B).[vii] This chapter takes up these two, alongside joinder which is covered under Article 14(A)(7) read with rule 20.7 of the Rules of the DIFC Courts ("**RDC**"). On consent and joinder, the DIFC Courts go as far as any of their peers, and on status even further. Table 2 compares the corresponding jurisdictional gateways of the other courts.

Table 2: Access by Consent, Status, and Joinder[viii]

ISSUE	DIFC	ADGM	QFC	AIFC	SICC	BICC
Consent						
Opt-in by written agreement	Yes	Yes	No	Yes	Yes	Yes
Submission after the dispute has arisen	Yes	Yes	No	Yes	Yes	Yes
Status						
Parties subject to jurisdiction based on status[ix]	DIFC Body or Establishment	ADGM entity	QFC entity	AIFC Participant or Body	None	None
Is one party's status alone sufficient to establish jurisdiction?	Yes	Yes	No	No	N/A	N/A
Joinder						
Joinder of a non-consenting party (discretionary)	Yes	Yes	Within statutory heads only	Within statutory heads only	Yes, except a State	Untested

A. Opt-in jurisdiction

9. The DIFC accepts jurisdiction by written agreement, made before or after the dispute arises. ADGM, the AIFC and IFC Oman follow this model. However: (a) the SICC and the BICC accept jurisdiction only over disputes that are international and commercial, having been built to draw disputes from abroad and to leave domestic ones to the onshore courts; (b) the QFC has no opt-in jurisdiction in its legislation.[x] The nature of the DIFC in that it is a centre within Dubai automatically creates a scope of jurisdictional challenge with the onshore courts. (see [15] below).

10. The DIFC Courts also adopt a flexible approach to interpreting jurisdiction clauses. In *Goel v Credit Suisse*, a reference to the "Courts of Dubai" was held to include the DIFC Courts, while *Investment Group Private Limited v Standard Chartered Bank* confirmed that a reference to the "courts of the UAE" does not exclude them (see Paragraph 19 of Chapter 2). As discussed in Singularity Legal's 2025 review, the ADGM Courts have adopted a similar approach to clauses referring to the "Courts of Abu Dhabi". Even without a written agreement, the BICC Law allows jurisdiction to arise where, once proceedings have been brought, the other party accepts it expressly or impliedly, as by defending without objection, provided that the dispute falls within Article 10(a).[xi]

B. Status

11. The second gateway turns on the parties' identity. A claim by or against an entity holding a centre's status may be brought before its court without an agreement to that court. The DIFC's gateway is particularly broad as it reaches claims by or against any DIFC Body or DIFC Establishment.[xii] The breadth of this gateway was illustrated in *Emirates NBD v Almakhawi*, where the Court of First Instance **("CFI")** held that Emirates NBD's membership of Nasdaq Dubai qualified it as a

DIFC Establishment, notwithstanding that the underlying dispute was unrelated to that membership (see Paragraph 7 of Chapter 2 on Jurisdiction).[xiii] Further, the gateway attaches to the entire legal entity, even beyond its DIFC branch. Accordingly, a bank with a licensed branch in the DIFC may itself be sued before the DIFC Courts for transactions conducted through its branches elsewhere, although a separately incorporated subsidiary must independently qualify as a DIFC Establishment.[xiv] In *Corinth Pipeworks v Barclays,* the Court of Appeal did not regard this breadth as exorbitant, noting that *forum non conveniens* could operate as a safeguard. However, *Almakhawi* has removed that safeguard where the alternative forum is another Dubai court and leaves open whether it survives where the forum lies outside Dubai (see [18] below).[xv] Entities with a DIFC presence should therefore consider the potential jurisdictional implications for their wider operations.

12. Although ADGM has a similar jurisdictional gateway, the Abu Dhabi Court of Cassation, in its decision dated 1 April 2026, confined it to entities and branches licensed or registered in ADGM, excluding their head offices and other branches.[xvi] Unlike the DIFC Courts therefore, ADGM jurisdiction does not extend to transactions conducted through other branches of the same entity. The QFC and AIFC adopt a more streamlined approach, requiring a qualifying relationship between an entity of the centre and specified counterparties.[xvii] The SICC and the BICC, functioning different from the other finance-centre courts, have no equivalent status-based gateway.

C. Joinder without agreement

13. The DIFC Courts may also exercise jurisdiction over a defendant who has not consented to it. In *Nest Investments v Deloitte,* the Court of Appeal held that RDC 20.7, read with what is now Article 14(A)(7), permits the joinder of an additional defendant even where that

defendant does not independently fall within a jurisdictional gateway. More recently, in a case where Singularity has acted for one of the parties,[xviii] the CFI extended this principle to cases where jurisdiction over the original defendant arises solely through contractual consent under Article 14(B). ADGM has recognised a similar power in *Abu Dhabi Commercial Bank v Manghat,* although joinder was refused on the facts. The SICC also permits, subject to its procedural requirements, joinder of non-consenting defendants other than a State.[xix] The BICC expressly provides for joinder, although the extent to which its rules permit joining a non-consenting party remains unclarified in published decisions. The QFC and AIFC courts have held that their rules cannot extend their jurisdiction, so a party can be joined there only if a statutory head already covers it.[xx] These differences make the DIFC, ADGM and SICC potentially more attractive for parties seeking to resolve related claims against multiple defendants in a single proceeding.

IV. THE COMMERCIAL COURTS AND THE NATIONAL COURTS

14. The jurisdictional gateways may create overlaps with the national courts over which of them should proceed. The impact of these conflicts on the parties depends on the body that resolves them, on whether the parallel proceedings are stayed pending their resolution, and on whether the centre court may decline jurisdiction in favour of another court of the same state.

15. The DIFC's answer is the Conflicts of Jurisdictions Tribunal **("CJT")** established by Dubai Decree No. 29 of 2024 to resolve conflicts of jurisdiction between the DIFC Courts and the other judicial bodies of Dubai. Once it takes up an application, the parallel proceedings are stayed, and the principles its decisions lay down bind the DIFC Courts as judicial precedent.[xxi] Because the CJT's rulings bind as precedent,

part of the DIFC's jurisdictional law is now made outside the DIFC Courts. Singularity's 2025 DAW Book chapter on the boundary examines the CJT's decisions in detail.

16. No other court has a forum like the CJT. Singapore has no need of one, since the SICC is a division of the High Court, and cases move between the two by transfer, so that forum is a matter of case management.[xxii] The QFC Court settles it alone, referring the dispute to the competent court of Qatar where a claim falls outside its heads.[xxiii] The ADGM Courts treat conflicts with other UAE courts as matters for the Federal Supreme Court, and the line is drawn from the onshore side, as under the principles laid down by the Court of Cassation, with no stay while it is drawn. *A6 v B6* shows the conflict that can result, with each court treating the case as the other's. The onshore courts, up to the Court of Cassation, declined to hear a challenge to an Abu Dhabi-seated award, treating it as a matter for ADGM. The ADGM Court found the seat to be onshore, and heard the challenge only because both parties then agreed in writing that it should.[xxiv]

17. The AIFC Court, by contrast, decides the boundary itself. Its Regulations make it the judge of its own jurisdiction. In *Freschette v Enegix,* the Court of Appeal, refusing permission to appeal, accepted that *"it was for the AIFC Court, not the state court, to resolve any jurisdictional conflict"*. Further, the breadth of jurisdiction of the AIFC specifically regarding the enforcement of awards is now being decided by the Court of Appeal in *Posco* and *Naftogaz* (see [30] below).[xxv]

18. Declining jurisdiction is the other side of the boundary, and here the DIFC's list is arguably the shortest. Article 14(C) identifies two grounds for declining jurisdiction: (a) where the parties have agreed in writing on another court, or (b) where a final judgment of another court is enforceable in the DIFC. In *Almakhawi,* the Court refused to

recognize a general discretion beyond the specified grounds, holding that, "at least within the Emirate of Dubai", questions of the appropriate forum are for the CJT rather than for determination through *forum non conveniens.* IFC Oman has adopted the same provision in its statute. By contrast, the AIFC Court may decline jurisdiction or refer proceedings to another court in Kazakhstan where it "considers it desirable or appropriate", which gives it a wide discretion. The SICC and BICC generally restrict their jurisdiction to international commercial disputes. However, the SICC cannot decline jurisdiction over a dispute submitted to it by written agreement merely because it is connected with another jurisdiction. Similarly, the ADGM Courts do not apply *forum non conveniens* in favour of other UAE courts, while the BICC framework permits stays of proceedings but does not expressly provide for declining jurisdiction on the ground of *forum non conveniens.*[xxvi]

19. A court with jurisdiction should exercise it, and a party that chose the DIFC Courts is entitled to know that they will hear its dispute. The price is that the DIFC Courts cannot give way to another Dubai court for convenience, and a contest over forum with the onshore courts, once pressed, goes to the CJT. That reference costs less than the CJT's composition might suggest: although it is chaired from the onshore side, and four of its seven members come from Dubai's judicial establishment, its decisions have been very even-handed, running both ways, as Singularity's 2025 chapter records.[xxvii]

V. INTERIM RELIEF: REACH AND EXECUTION

20. The practical value of a claim depends ultimately on whether the claimant can recover against the defendant's assets, and the recoverability is directly linked to the courts' power to grant injunctions to safeguard the asset. The DIFC, ADGM and Singapore courts apply broadly similar standards for freezing relief, requiring a good arguable

case, a real risk of unjustified dissipation, and that the grant of relief be just and convenient. They also impose a duty of full and frank disclosure in applications made without notice.[xxviii] However, important differences arise in the scope of such relief, particularly whether it is available in support of ongoing or future foreign proceedings, what nexus with the forum is required, and whether the resulting orders can be enforced where the assets are located.

21. The DIFC's position on this has been strengthened by Article 15(4) of the Courts Law 2025, which provides for interim measures in support of claims and future arbitral proceedings brought outside the DIFC. The Court of Appeal in *Trafigura v Gupta* has clarified that assets in the DIFC are not a requirement for granting relief under Article 15(4) (see Chapter 2 on Jurisdiction at Paragraphs 15 – 17).[xxix] *Techteryx v Aria Commodities* also supports this proposition. A claimant pursuing proceedings in Hong Kong obtained a freezing order against a Dubai company (outside the DIFC) and three onshore banks. Following *Carmon v Cuenda*, the Court held that assets outside the DIFC could be frozen where a judgment in the foreign proceedings could reach those assets through a DIFC enforcement process.[xxx]

22. ADGM appears to adopt an even broader approach. The ADGM CFI in *A17 v B17*, relying on *Carmon*, recognised that the ADGM Courts may grant freestanding freezing injunctions without requiring personal jurisdiction over the defendants or assets in ADGM. However, unlike *Carmon*, which linked such relief to the DIFC Courts' prospective enforcement jurisdiction, the ADGM Court held that a worldwide freezing order could also support enforcement of the underlying award in a jurisdiction other than ADGM.[xxxi] Singapore reached a similar result by legislation. Its Civil Law Act empowers the General Division of the High Court to grant interim relief in aid of proceedings *"which have been or are to be commenced outside Singapore"*, though only against

a defendant within its *in personam* jurisdiction.[xxxii]

23. The position of the other courts differs. The QFC Court does not have the jurisdiction to grant interim relief if the party is outside its statutory heads. Despite the AIFC Court Rules providing for interim relief in support of foreign proceedings, *Posco v National Centre* suggests that these Rules cannot extend the Court's jurisdiction beyond its Constitutional Statute (although that case concerned the enforcement of arbitral awards). The BICC Law permits interim measures in its own proceedings and in arbitration but does not expressly provide for such relief in support of foreign proceedings.[xxxiii]

24. Anti-suit injunctions raise a distinct question, as they restrain proceedings rather than preserve assets. In *Oran v Oved,* the DIFC Court of Appeal held that, absent another jurisdictional gateway, the power to grant anti-suit injunctions in support of arbitration requires the arbitration to be seated in the DIFC. *Oran* was decided under the earlier law, and whether Article 15(4) of the Courts Law 2025 extends to anti-suit relief is an open question. By contrast, in *A22 & B22 v C22,* the ADGM Court found the power to grant such injunctions in section 41 of its Courts Regulations, though it assumed, without deciding, that the arbitration was seated in ADGM, so that whether the power extends to arbitrations seated elsewhere remains open. The SICC has also exercised this power, restraining overlapping proceedings in Shanghai in *Xu Xiangrong v Fu Xianwei.*[xxxiv]

25. Scope is one question and execution another. Article 32 of the Courts Law 2025 permits the Dubai Courts to execute a DIFC "judgement, order, or decision" only if it is "final and executory". Whether freezing orders satisfied this requirement remained uncertain, although such orders had, in practice, been implemented by the onshore Dubai Courts. This issue arose in *Trafigura,* where a Dubai

execution judge attached properties on the strength of a DIFC freezing order. The DIFC Court subsequently clarified that a freezing order, being an interim remedy, *"is not final and executory and does not qualify for execution"* under Article 32, and that the DIFC Courts are not *"a conduit for interim relief"*. Accordingly, the power to freeze assets outside the DIFC does not make the resulting order directly executable onshore. Given that the interim order is not final and executory, a party can only seek relief corresponding to the one granted by the DIFC Courts and can seek relief "no more extensive" than the original order. However, this is subject to a separate application to the onshore courts, and obtaining the DIFC Courts' permission in this regard. This distinction is examined further in Chapter 5 on Enforcement.[xxxv]

26. The interim orders of the QFC and AIFC courts, by contrast, are enforced as those of the national courts, and those of the SICC are the national court's own. ADGM's arrangements extend to orders as well as judgments, though whether they carry interim orders is as yet untested. The BICC Law deems the Court's judgments to be those of a competent Bahraini authority, immediately enforceable, but does not mention whether interim orders are enforced as judgments.[xxxvi]

VI. ENFORCEMENT AND THE CONDUIT

27. Recognition gives a decision legal effect, and execution applies coercion to assets, with recovery dependent upon the route between them. Every court connects its own judgments to national execution without review of the merits. At the DIFC, Article 32 of the Courts Law 2025 sends a judgment that is final and executory to the Dubai Courts, with an official Arabic translation, an executory formula and a letter of deputation, on which the Dubai Courts have long acted routinely. The Abu Dhabi courts execute ADGM's own judgments and awards, and QFC and AIFC judgments are executed as those of the national courts.

BICC judgments are executable in the Bahrain courts, and appeals decided in Singapore are treated as BICC judgments. The SICC, as part of Singapore's Supreme Court, needs no route at all.[xxxvii]

28. The conduit question is where the courts diverge most. The DIFC Courts recognise foreign judgments and awards without any assets in the DIFC, and the recognition then travels to the Dubai Courts for execution like any other DIFC judgment. Singularity's 2024 DAW Book traced how it was built, and our April 2026 note shows how it survived the Courts Law 2025.[xxxviii] However, the DIFC's conduit jurisdiction may be affected where competing proceedings before the onshore Dubai Courts give rise to a conflict requiring determination by the CJT. In *Serene Resources,* involving a Dubai-seated arbitral award, the CJT held that the Dubai Courts, rather than the DIFC Courts, had jurisdiction over its recognition and enforcement. In reaching this conclusion, the CJT considered the absence of an express written agreement conferring DIFC jurisdiction, the lack of a sufficient connection with the DIFC, and the pending annulment proceedings before the Dubai Courts. By contrast, in *Guangzhou Salvage v Global Marketing,* involving a foreign-seated award, the CJT confirmed the DIFC Courts' recognition jurisdiction but held that compulsory execution against assets outside the DIFC belonged to the Dubai Courts.[xxxix] At the core of it, the DIFC's recognition jurisdiction remains broad, but the allocation of compulsory execution is less straightforward and may be affected by competing onshore proceedings.

29. Abu Dhabi and Oman have closed the conduit by statute: the ADGM Courts will not endorse for onward execution a recognition of judgments from outside the Emirate, or of arbitral awards seated outside ADGM; and IFC Oman excludes from its mainland route recognitions of judgments from outside Oman and of awards seated

outside the Centre.[xl] Elsewhere, the QFC Rules make no provision for the question. Although the BICC's jurisdiction to recognise arbitral awards requires party consent, the implications for onward execution remain uncertain. In Singapore the question cannot arise, since the SICC is part of the very court that would execute.[xli]

30. Kazakhstan is addressing the scope of the AIFC Court's conduit jurisdiction through litigation. In *Posco,* the AIFC Court declined jurisdiction to enforce a Zurich-seated International Chamber of Commerce **("ICC")** award, holding that its Constitutional Statute did not confer such jurisdiction and that subordinate regulations could not extend it. The Court also considered its earlier decisions recognising foreign awards to have been wrongly decided. Shortly afterwards, in *Naftogaz v Gazprom,* the Court set aside an earlier order recognising an ICC award worth approximately USD 1.4 billion. The AIFC Court had also previously declined jurisdiction over foreign judgments in *Elhassan v Ahmed*.[xlii] The conflicting approaches to foreign-award recognition led to appeals in *Posco* and *Naftogaz,* which were heard together on 30 September 2026. The judgment is awaited.[xliii] Their outcome will determine whether the AIFC Court can serve as a route for recognising and enforcing foreign arbitral awards.

31. Each jurisdiction has answered the conduit question in a way that suits its own legal order: Abu Dhabi and Oman have closed the conduit by statute, Dubai keeps it open, and in Kazakhstan the question is before the AIFC Court of Appeal. A closed conduit keeps execution with the national courts; an open conduit gives the creditor a further avenue, carrying a recognition obtained in the centre court through to execution onshore. Its one risk is to certainty, since the same judgment or award may also come before the national courts, and the jurisdictional pendulum between them must come to rest. In Dubai, it is settled in a forum built for the purpose: the CJT.

VII. CONCLUSION

32. Most of the courts examined in this chapter allow parties to choose their jurisdiction by agreement. This makes the choice of court an important part of drafting commercial contracts. The comparison therefore identifies the advantages and limitations of each forum. At first sight, these courts have much in common. They offer internationally experienced judges, familiar commercial procedures and broadly similar approaches to litigation. However, these similarities are less extensive than they appear. The differences in jurisdictional access, relations with national courts, interim relief and enforcement are more significant. One reason lies in the purposes for which these courts were established. As Pamela Bookman has observed, some were established to encourage investment, while others sought to attract international litigation or strengthen the resolution of commercial disputes within their jurisdictions.[xliv] These objectives have influenced both the jurisdiction conferred on the courts and the manner in which they exercise it.

33. The differences begin with the composition of their benches, the cost of proceedings, language and their approaches to common law. All operating courts offer proceedings in English, although the QFC Court and BICC also accommodate Arabic. The QFC Court charges no filing or application fees, whereas the DIFC, ADGM and AIFC courts generally charge by reference to claim value, and the SICC and BICC use fee structures based on judicial time and procedural steps. Their approaches to common law also differ, reflecting their respective legal frameworks. These are relevant considerations, but the more important differences emerge when a dispute reaches the court.

34. *On access to jurisdiction*, the DIFC Courts offer genuine flexibility. They have interpreted their statutory gateways broadly, permitting jurisdiction through contractual consent, the status of an entire legal entity and the joinder of non-consenting parties. This makes the DIFC

attractive where disputes involve several parties or transactions beyond the financial centre. On the other hand, as satisfying a more targeted approach as defined in its founding statutes, the QFC Court has confined jurisdiction to its legislatively prescribed categories. The other courts fall between these approaches, with varying requirements concerning party status, consent and the nature of the dispute.

35. *On jurisdictional conflicts,* Dubai provides a dedicated mechanism reflecting its dual-court structure. The SICC forms part of Singapore's national judiciary, while the BICC operates within Bahrain's judicial framework. Neither encounters the same institutional boundary as the financial-centre courts. The QFC Court must refer matters outside its jurisdiction to the competent courts, while the ADGM Courts and the AIFC Court have encountered jurisdictional conflicts with national courts. Dubai has addressed this through the CJT, which determines conflicts between the DIFC Courts and Dubai's other judicial bodies. Although a reference may increase costs and delay proceedings, it offers parties a defined process for deciding which court should proceed. This is in itself a unique institutional asset.

36. *On interim relief,* the DIFC and ADGM Courts have developed particularly broad powers. The availability of freestanding freezing relief in support of foreign proceedings before the QFC, AIFC and BICC depends on their respective statutory frameworks and developing case law. The DIFC Courts developed this jurisdiction through *Carmon,* with Article 15(4) of the Courts Law 2025 providing statutory support. *Trafigura* confirmed that DIFC assets are not required for freezing relief in support of foreign proceedings. ADGM has arguably gone further. In *A17 v B17*, the Court recognised that neither personal jurisdiction over the defendants nor the presence of assets in ADGM was an absolute requirement. It also accepted that a worldwide freezing order could support enforcement of the underlying award elsewhere, notwithstanding ADGM's restrictions on conduit

enforcement. This reflects a particularly international approach to asset preservation. Singapore also offers substantial interim powers through legislation, with SICC orders having the status of Singapore High Court orders. The DIFC, however, faces reasonable restrictions under Article 32 on executing interim orders through the Dubai Courts.

37. *On enforcement*, the DIFC offers a distinct enforcement route among the financial-centre courts. Its conduit jurisdiction permits recognition of foreign judgments without assets in the DIFC and onward execution through the Dubai Courts. The CJT has qualified this route, particularly for arbitral awards, without displacing the DIFC's broad recognition jurisdiction. ADGM and IFC Oman restrict conduit enforcement by statute, while the AIFC's jurisdiction over foreign awards remains unsettled. The SICC and BICC enjoy different advantages through their national enforcement systems and the potential application of the Hague Convention on Choice of Court Agreements 2005.[xlv] Nevertheless, for a creditor seeking recognition of a foreign judgment and execution against assets in Dubai, the DIFC's conduit remains a useful option.

38. These differences must inform commercial decisions from the outset. Parties should expressly identify their chosen court in their contracts and consider the applicable law. They should assess the cost of proceedings, the language of litigation and the composition of the judicial bench. Equally important is the location of the defendant's assets. A claimant should determine whether the chosen court can grant interim relief without local assets, assist proceedings elsewhere and enforce its final judgment. The DIFC's broad jurisdiction makes it an attractive choice in many cases, but the appropriate forum ultimately depends on the parties' circumstances and the relief they require.

39. The DIFC Courts stand out for the breadth of their jurisdiction, the depth of their commercial jurisprudence and the part they play in carrying judgments and awards across borders; in a little over two decades, a specialist forum has grown into a court of ordinary commercial life. That growth is not theirs alone. ADGM and the other courts considered here are building bodies of law of their own, each in the image of the legal order it serves, and as they grow, they are reshaping the field of commercial law itself: in the questions they ask of jurisdiction, the remedies they fashion and the bridges they build between legal systems. What may look like rivalry for the same disputes is also a true collaborative shared enterprise, and as commerce outgrows the borders that once contained it, these courts, together, are giving cross-border disputes a home.

References:

[i] Law No. 2 of 2025 Concerning Dubai International Financial Centre Courts **("Courts Law 2025")**, Article 5; Federal Law No. 8 of 2004 Regarding the Financial Free Zones, Article 3(2); Abu Dhabi Law No. 4 of 2013 Concerning the Abu Dhabi Global Market **("ADGM Founding Law")**, Article 13; Qatar Law No. 7 of 2005 **("QFC Law")**; Rules and Procedures before the Civil and Commercial Court of the Qatar Financial Centre 2025 **("QFC Rules")**, Article 35.1; Constitutional Statute of the Republic of Kazakhstan on the Astana International Financial Centre **("AIFC Constitutional Statute")**, Article 13(2); Bahrain Legislative Decree No. 9 of 2024 with respect to the Bahrain International Commercial Court **("BICC Law")**, Article 3; International Financial Centre of Oman Law, Royal Decree No. 8/2026 **("IFC Oman Law")**, Articles 7 and 40 – 45. Of the others, the QFC Court was established in 2005, the ADGM Courts in 2013, opening in 2016, the SICC in 2015, the AIFC Court in 2015, opening in 2018, and the BICC in 2024, opening in November 2025.

[ii] Pamela K. Bookman, "The Adjudication Business" (2020) 45 Yale Journal of International Law 227; Georgios Dimitropoulos, "International Commercial Courts in the 'Modern Law of Nature': Adjudicatory Unilateralism in Special Economic Zones" (2021) 24 Journal of International Economic Law 361. This distinction is now emerging in judgments analysing courts' discretionary jurisdiction by reference to their foundational purposes.

[iii] DIFC Courts, Judges; ADGM Courts, Judges; Bahrain Royal Decree No. 63 of 2025; AIFC Court, About the AIFC Court; QICDRC, An Introduction; Singapore Judiciary, SICC Judges; SCC Online Blog, King of Bahrain issues Royal Decree appointing former ASG Dr Pinky Anand as Member of Dispute Resolution Panels of BICC (23 October 2025)

[iv] DIFC Courts, Schedule of Fees; ADGM Courts, Schedule of Fees; AIFC Court, Practice Direction No. 1: Fees; SICC Procedural Guide, section 3.4.1; BICC, Schedule of Charges (2 February 2026), paragraphs 7 – 10; BICC Law, Article 18; Clyde & Co, Overview of employment disputes in the QFC (29 October 2025); QICDRC, QICDRC welcomes Law No. 16 of 2024 issued by His Highness the Amir amending Law No. 7 of 2005 (20 October 2024)

[v] *F v G,* [2025] QIC (F) 51 (16 October 2025), paragraph 8; *Posco Co. Ltd. v Republican State Enterprise on the Right of Economic Management "National Centre for Complex Processing of Mineral Raw Materials of the Republic of Kazakhstan"*, AIFC-C/CFI/2025/0066 (27 May 2026) *("**Posco**")*, paragraph 4.18; *Nest Investment Holding Lebanon SAL v Deloitte & Touche (ME),* [2018] DIFC CA 011 (13 March 2019), paragraph 53; *Abu Dhabi Commercial Bank PJSC v Prasanth Manghat,* [2024] ADGMCFI 0010 (30 July 2024)

[vi] Courts Law 2025, Article 5; ADGM Founding Law, Article 13; QFC Rules, Article 35.1; AIFC Constitutional Statute, Article 13(2); Singapore Judiciary, Overview of the SICC; BICC Law, Article 3; IFC Oman Law, Article 7; ADGM, Guidance: Application of English Law, paragraphs 1.1, 2.1 and 3.2; Application Law, Articles 8(2), 8A and 8B, as amended by DIFC Law No. 8 of 2024; Application of English Law Act 1993 (Singapore), Sections 3 – 4; AIFC Constitutional Statute, Article 4(1); BICC Law, Article 14

[vii] Courts Law 2025, Articles 14(A) and 14(B). For the other courts: ADGM Founding Law, Article 13(7); QFC Law, Article 8(3)(c), and QFC Rules, Article 9.1; AIFC Constitutional Statute, Article 13(4); Supreme Court of Judicature Act 1969 (Singapore), Section 18D; BICC Law, Article 10; IFC Oman Law, Article 42 (consent)

[viii] In Table 2, "Untested" means that the legislation leaves the point open and no reported decision has settled it; and "N/A", that the question does not arise, the court having no such gateway or route.

[ix] Status, in each centre: at the DIFC, that of a DIFC Body or DIFC Establishment, which carries any claim to which it is a party and attaches to the whole legal entity, every branch included, though not to a separately incorporated subsidiary (Courts Law 2025, Articles 2 and 14(A)(1); see [11]); at ADGM, that of an ADGM Authority or Establishment, being any company, branch, representative office, institution, entity or project registered or licensed to operate there, confined by the Abu Dhabi Court of Cassation in April 2026 to the entity or branch so registered or licensed (ADGM Founding Law, Articles 1 and 13(7)(a); see [12]); at the QFC, that of an entity established in the QFC, facing a counterparty of a prescribed class, namely another QFC entity, where the transaction, contract, arrangement or incidence took place in or from the QFC, a QFC Institution, its own contractors or employees, or a resident of Qatar or an entity established in Qatar outside the QFC, the last two classes yielding to contrary agreement (QFC Law, Article 8(3)(c); QFC Rules, Article 9.1); and at the AIFC, that of an AIFC Participant, being a legal entity registered under, or recognised by, the Acting Law of the AIFC, in a dispute with another Participant or an AIFC Body, or between a Participant or AIFC Body and its own expatriate employees (AIFC Constitutional Statute, Articles 1(5) and 13(4)(1)).

[x] Courts Law 2025, Article 14(B); ADGM Founding Law, Article 13(8); AIFC Court Regulations 2017 **("AIFC Court Regulations")**, Article 26(3); IFC Oman Law, Article 42; Singapore International Commercial Court Rules 2021 **("SICC Rules")**, Order 2, Rule 1; BICC Law, Article 10; *The Chancellor, Masters, and Scholars of the University of Cambridge v The Holding WLL*, [2025] QIC (A) 6 (29 April 2025), paragraphs 57 – 58

[xi] *Ashok Kumar Goel v Credit Suisse (Switzerland) Ltd*, [2021] DIFC CA 002 (26 April 2021), paragraph 96; *Investment Group Private Limited v Standard Chartered Bank*, [2015] DIFC CA 004 (19 November 2015) ("**IGPL**"); *NMC Healthcare Ltd and associated companies*, [2022] ADGMCFI 0003 (4 April 2022); BICC Law, Article 10(b)

[xii] Courts Law 2025, Article 2: "DIFC Bodies" are those established under Dubai Law No. 5 of 2021 and the DIFC Laws; "DIFC Establishments" are entities established, registered, licensed or permitted to operate in or through the DIFC, and include "Licensed DIFC Establishments", those licensed, authorised or recognised by the Dubai Financial Services Authority to carry on Financial or Ancillary Services

[xiii] Courts Law 2025, Articles 2 and 14(A)(1); *Emirates NBD Bank PJSC v Almakhawi and others*, CFI 039/2025 (3 April 2026), paragraphs 43 – 59; *Emirates NBD Bank PJSC v Almakhawi and others*, CFI 039/2025 (2 July 2026, permission to appeal refused), paragraphs 31 – 33 and 38. The two decisions are cited below as "*Almakhawi* (3 April 2026)" and "*Almakhawi* (2 July 2026)"

[xiv] *Corinth Pipeworks SA v Barclays Bank PLC,* [2011] DIFC CA 002 (22 January 2012) (*"**Corinth**"),* paragraphs 59, 66 and 84, concerning the bank's Jebel Ali branch, outside the DIFC; IGPL; *Almakhawi* (3 April 2026), paragraph 76

[xv] *Corinth,* paragraphs 67 – 69; *Almakhawi* (2 July 2026), paragraphs 43 – 44

[xvi] ADGM Founding Law, Article 13(7)(a); Abu Dhabi Court of Cassation, General Assembly, decision of 1 April 2026, as reported in Khairallah Advocates & Legal Consultants, ADGM Courts Jurisdiction: New Abu Dhabi Court of Cassation Ruling (5 April 2026)

[xvii] QFC Law, Article 8(3)(c); AIFC Constitutional Statute, Article 13(4)(1)

[xviii] CFI 025/2026, oral judgment of 26 October 2026 (Article 14(A)(7), Article 14(B) and RDC 20.7); see Chapter 2 at [13] – [14]. Singularity represented one of the parties in this dispute. For any queries regarding this, please feel free to contact the authors.

[xix] *Nest Investment Holding Lebanon SAL v Deloitte & Touche (ME),* [2018] DIFC CA 011 (13 March 2019), paragraphs 42, 50 and 59 – 61; RDC 20.7; Dubai Law No. 12 of 2004, Article 5(A)(1)(e); Courts Law 2025, Article 14(A)(7); *Abu Dhabi Commercial Bank PJSC v Prasanth Manghat,* [2024] ADGMCFI 0010 (30 July 2024); Singapore Judiciary, SICC User Guides, Note 1, paragraphs 8 – 12

[xx] *F v G,* paragraphs 8 and 14 – 17; *Posco,* paragraphs 4.18 – 4.22; AIFC Court Rules 2018, Rules 12.2 – 12.5; BICC Law, Articles 10 and 11(a)(6); BICC Procedural Rules, Article 36(5) – (7)

[xxi] Dubai Decree No. 29 of 2024, Articles 4, 7 and 9

[xxii] Singapore Judiciary, SICC Proceedings in General

[xxiii] QFC Rules, Article 9.4

[xxiv] Federal Law No. 10 of 1973 Concerning the Federal Supreme Court, Articles 33 and 60; *Union Properties PJSC v Trinkler & Partners Ltd,* [2023] ADGMCFI 0009 (1 May 2023); A6 v B6, [2023] ADGMCFI 0005 (13 March 2023)

[xxv] AIFC Court Regulations, Article 26(9); *Freschette Ltd v Enegix LLP and others,* AIFC-C/CFI/2024/0035 (7 February 2025; Order of 12 February 2025); *Enegix LLP v Freschette Ltd and others,* AIFC-C/CA/2025/0006 (8 May 2025), paragraphs 6 and 8

[xxvi] Courts Law 2025, Article 14(C); *Almakhawi* (2 July 2026), paragraphs 41 – 44; *Almakhawi* (3 April 2026), paragraphs 84 – 89; IGPL, paragraph 197; IFC Oman Law, Article 43; AIFC Court Regulations, Article 26(10); SICC Rules, Order 2, Rules 1 and 3

[xxvii] Dubai Decree No. 29 of 2024; DIFC Courts, Mohammed bin Rashid Issues Decree on Judicial Authority for Resolving Jurisdictional Conflicts between DIFC Courts and Judicial Authorities in Dubai (8 April 2024)

[xxviii] *Almakhawi* (3 April 2026), paragraphs 94 – 104; *Abu Dhabi Commercial Bank PJSC v Prasanth Manghat,* [2022] ADGMCFI 0007, paragraphs 14 – 15; *Bouvier, Yves Charles Edgar and another v Accent Delight International Ltd and another,* [2015] SGCA 45, paragraphs 36 – 37

[xxix] Courts Law 2025, Article 15(4); *Trafigura Pte Ltd and another v Gupta and another,* [2025] DIFC CA 001 (22 September 2025), paragraphs 127 – 135; *Orabelle v Orzenia,* [2026] DIFC ARB 007 (30 January 2026); *Orlagh v Orchid,* [2026] DIFC CA 001 (6 May 2026)

[xxx] *Techteryx Ltd v Aria Commodities DMCC and others,* [2025] DIFC DEC 001 (16 September 2025, amended 17 October 2025), paragraphs 49 – 69, particularly 59 and 69; *Carmon Reestrutura Engenharia e Serviços Técnicos Especiais SU Lda v Antonio João Catete Lopes Cuenda,* [2024] DIFC CA 003 (26 November 2024)

[xxxi] *A17 v B17,* [2025] ADGMCFI 0001 (21 February 2025, reissued 4 April 2025), paragraphs 55 – 65, 126, and 135

[xxxii] Civil Law Act 1909 (Singapore), Section 4(10A)

[xxxiii] *F v G,* paragraphs 8 – 17; AIFC Court Rules 2018, Rule 15.7; *Posco,* paragraphs 4.18 – 4.22; BICC Law, Articles 10(a)(2) and 19

[xxxiv] *Emirates NBD Bank PJSC and others v KBBO CPG Investment LLC and others,* CFI 045/2020 (16 August 2021), paragraphs 77 – 84; *Pertamina International Marketing & Distribution Pte Ltd v P-H-O-E-N-I-X Petroleum Philippines, Inc,* [2024] SGHC(I) 13; *Xu Xiangrong and another v Fu Xianwei and others,* [2026] SGHC(I) 23, reported in Koch Boës, Anti-Suit Injunctions and Parallel Proceedings (19 October 2026); *A22 and B22 v C22,* [2025] ADGMCFI 0018; *Oran and Oaken v Oved,* CA-004/2025 (28 October 2025), especially [44]–[68]

[xxxv] *Trafigura Pte Ltd and another v Gupta and another,* CFI 040/2025 (9 September 2026), paragraphs 91 – 100 and 293 – 299, and Order A.2, as corrected by the Order of 13 October 2026; Courts Law 2025, Article 32(A)(1); RDC 45.22(1). On the practice before Trafigura, and the DIFC Court's later revocation of an execution letter issued on a freezing order, see Chapter 5. Interim relief embodied in a recognised arbitral award stands differently: under the former law, such an order was declared final and executory and executed onshore by deputation (ARB 021/2022, Order of 20 January 2023; ENF 076/2024, Order of 27 March 2024).

[xxxvi] Courts Law 2025, Article 32(A)(1); ADGM Founding Law, Article 13(15) – (16); QFC Rules, Article 35.1; AIFC Constitutional Statute, Article 13(8); BICC Law, Articles 15 and 19

[xxxvii] Courts Law 2025, Article 32(A); BICC Law, Articles 15 and 17; DIFC Courts, Enforcement Guide (2016), paragraph 12

[xxxviii] *Meydan Group LLC v Banyan Tree Corporate Pte Ltd,* [2014] DIFC CA 005; *DNB Bank ASA v Gulf Eyadah Corporation and another,* [2015] DIFC CA 007; *Timothy Hugh Christian Taylor v Arlette Joelle Marie Madeleine Yao Affi,* ENF 271/2025 (11 March 2026); *Orlagh v Orchid,* [2026] DIFC CA 001 (6 May 2026)

[xxxix] *Serene Resources DMCC v Energen DMCC,* CJT Application No. 002/2025 (2 September 2025); *Guangzhou Salvage v Global Marketing Systems DMCC,* CJT Application No. 001/2026 (20 April 2026), paragraphs 7 and 12–18; Courts Law 2025, Articles 14(A)(5), 30(B)(2), 31(3) and 32

[xl] ADGM Founding Law, Article 13(14); IFC Oman Law, Articles 48 – 49

[xli] BICC Law, Article 10(a)(2)

[xlii] *Posco Co. Ltd. v Republican State Enterprise on the Right of Economic Management "National Centre for Complex Processing of Mineral Raw Materials of the Republic of Kazakhstan",* AIFC-C/CFI/2025/0066 (27 May 2026), paragraphs 4.18 and 4.22; *National*

Joint Stock Company "Naftogaz of Ukraine" JSC v Gazprom PJSC, AIFC-C/CFI/2026/0002 (7 July 2026), paragraphs 34 – 35, setting aside the order made without notice on 15 May 2026; *Mohammed Bashir Mohammed Elhassan v Elnaim Osama Hassan Ahmed,* AIFC-C/SCC/2025/0008 (16 June 2025), paragraphs 22 and 40

[xliii] "Kazakhstan Will Not Enforce $1.4Bln Naftogaz Arbitration Award Against Gazprom, Justice Minister Says", The Moscow Times (29 July 2026); Monckton Chambers, Drew Holiner appears for Naftogaz in US$1.4 billion AIFC Court appeal (5 October 2026); *National Joint Stock Company "Naftogaz of Ukraine" JSC v Gazprom PJSC,* AIFC-C/CA/2026/0040 (21 August 2026), granting permission to appeal

[xliv] Pamela K. Bookman, "The Adjudication Business" (2020) 45 Yale Journal of International Law 227

[xlv] Convention of 30 June 2005 on Choice of Court Agreements; HCCH, Status Table: Convention of 30 June 2005 on Choice of Court Agreements; Mayer Brown, Hague Convention on Choice of Court Agreements 2005 Enters into Force in Bahrain (August 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.

(a) Benchmark Litigation (Asia Pacific - India) – Recognised for International Arbitration, White collar crime, Construction, Commercial & Transactions practices and as a "Highly Recommended Firm" (2025)
(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), Abu Dhabi Global Market (ADGM), and Bahrain International Commercial Court (BICC).

Our partner, Prateek Bagaria, has also been registered as a Part II lawyer with full rights of audience before the DIFC Courts and heads 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".



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His ranges of experience include advising clients in international commercial arbitrations under various rules like ICC, SIAC, LCIA, DIAC, TAI, JAMS, ICDR, FCC and UNCITRAL; in investment and tax treaty disputes; and in cross-border disputes across the globe. He is regularly instructed in big ticket multi-jurisdictional enforcement and debt recovery projects.

He has a passion for advising on law of radical technologies and businesses.



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