www.singularitylegal.com October 2026

JURISDICTION: DEFINING REACH, REFINING LIMITS



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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.

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(e) Chambers & Partners (Asia Pacific) – Singularity for dispute resolution practice (2025)
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Our partner, Prateek Bagaria, has also been registered as a Part II lawyer with full rights of audience before the DIFC Courts and heads the firm's Middle East practice.

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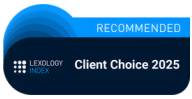
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