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THE DIFC COURTS AMONG THEIR PEERS

Jurisdiction, Judicial Boundaries and Enforcement

expert talk

SINGULARITY LEGAL

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.

LAWYERS OF TOMORROW

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)

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(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."

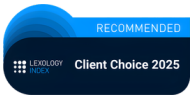
Singularity now has the end-to-end ability to service clients across the UAE, including DIFC and ADGM Courts, covering disputes relating to:

(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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The Expert Talk initiative seeks to provide quality continued digital education to professionals, through freely accessible webinars, and a digital library of blogs, alerts, insights and talks, on dispute resolution and litigation finance.

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