

# **Enforcement of Foreign Judgments and Foreign Awards: The DIFC Conduit**

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## **INTRODUCTION:**

1. A foreign judgment is often very difficult to enforce before the Dubai Courts, given that (i) it might not comply with the requirements of Article 235 of the Code of Civil Procedure; and (ii) the Dubai Courts would prove hostile to its admittance in the absence of a treaty on the reciprocal recognition and enforcement of judgments.
2. A foreign award is more likely to succeed. The UAE ratified the New York Convention without reservations on the 21<sup>st</sup> of August 2006. Although Dubai Courts are keen to appear "to a certain extent - "enforcement friendly" regarding foreign awards, so as to uphold the New York Convention, the enforcement process in fact exceeds 12 months in length.
3. This lengthy process and the quasi-impossibility of enforcing a foreign judgment in the UAE in the absence of a treaty, forced the practitioners to look for alternatives; out of which, one can cite the DIFC Courts' role as a conduit jurisdiction.
4. As such, we shall try in this Article to shed some light on the context of the problem and its potential solutions. However, at the outset, a brief background of the UAE legal system would make the problem easier to understand and thus to address.

## **A- BRIEF DESCRIPTION OF THE UAE LEGAL SYSTEM:**

5. The UAE is a federation of seven Emirates: Abu Dhabi, Dubai, Sharjah, Ajman, Fujairah, Umm Al Quwain and Ras Al-Khaimah. As a federation, the UAE is

governed by a federal constitution, the UAE Federal Constitution, which provides for a certain distribution of legislative powers between the federation and the individual Emirates.

6. The federal laws have supremacy over the laws of the individual Emirates. However, the individual Emirates are permitted to enact their own legislation in matters that are not exclusive to the federation, as well as in those matters in relation to which - albeit exclusive to the federation - the federation has not exercised its legislative powers. Generally speaking, the laws applicable to civil or commercial transactions are of a federal nature, with the exclusion of property law.
7. The UAE is a civil law jurisdiction. It is equally important to understand that the UAE shares with other Gulf and Arab countries the same civil law system as its inspiration. After the formation of the federation, the UAE looked towards Egypt for the drafting of its major codes. Egyptian legal experts thus heavily influenced the legislative process in the UAE. Even today, many years after the formation of the federation, UAE courts will look to Egyptian authorities for guidance in matters in which the interpretation is unclear in UAE laws. The fact that many judges sitting in UAE courts are Egyptian adds to this formula. As with all jurisdictions of civil law origin, the UAE is governed by several statutory codes, which regulate, *inter alia*, civil and commercial relationships between natural and legal persons across the UAE. The Code of Civil Transactions governs civil transactions. The Code of Commercial Transactions governs commercial transactions.
8. Under the UAE Federal Constitution, each Emirate is allowed to either establish its own legislature and judiciary or to merge with the federal court system. As a result, there is a combination of federal and local (or Emirate) courts in the UAE with parallel jurisdictions, depending on which system the individual Emirate has opted for. Dubai has retained its own distinct and autonomous local judicial system. As such, Dubai Courts are competent to apply UAE federal laws, as well as laws and regulations promulgated by HH the Ruler of Dubai.
9. In terms of judicial hierarchy, Dubai Courts are divided into courts of first instance, courts of appeal and court of cassation. By contrast the UAE Federal Supreme Court, with seats in Abu Dhabi, is the highest court in the federal judicial system.
10. As the UAE has a civil law origin, there is no system of binding precedent (*stare decisis*). However, affirmation by the court of cassation of lower courts' rulings generally results in the formation of established principles that provide reliable guidance on the judiciary's approach in future cases.

11. The Dubai International Financial Centre (the "DIFC") is a financial free zone located in the Emirate of Dubai. The DIFC was established by virtue of the Federal Decree No. 35 of 2004, the Federal Law No. 8 of 2004 and the emirate of Dubai Law No. 12 of 2004. In addition to the DIFC occupying almost 110 acres, it also benefits from its own legal system and courts. The DIFC Courts have jurisdiction over corporate, commercial, civil, employment, trusts and securities law matters arising out or in relation to a transaction or a party having a link with the territory of the DIFC. The DIFC Judicial Authority law has broadened the DIFC Courts' jurisdiction in 2011 and now permits the DIFC Courts to assert jurisdiction following the Parties' agreement (in writing) on the same, prior to or after the occurrence of a dispute, even if said parties do not have a nexus/connection with the DIFC Courts.
12. The DIFC Laws differ from UAE Laws. They are drafted in English and refer to the laws of England and Wales in the event of any ambiguity. The DIFC Courts have their judges selected from common law jurisdictions<sup>1</sup>.
13. The Dubai and the DIFC Courts both belong to the same family of Dubai courts. Both Courts have been created by-laws issued by the Ruler of Dubai. As such, neither one of the two supersedes the other in terms of esteem. Both Courts are deemed to value and trust the other's application of its judicial authority<sup>2</sup>. Hence, judgments rendered by the Dubai and DIFC Courts are equally applicable and are both vetted with the force to bind the Parties to the dispute.
14. The Judicial Committee Decree instituted a judicial committee formed of judges from both Dubai and DIFC Courts (the "**Judicial Committee**"). The Judicial Committee's mission is to determine jurisdictional disputes relating to (i) conflicts of jurisdiction between Dubai and DIFC Courts, to (ii) conflicting judgments rendered by the Dubai and the DIFC Courts on matters that involve similar parties and on the same subject matter; to (iii) propose preemptive rules preventing conflicts of jurisdictions between Dubai and DIFC Courts; and to (iv) advise on taking forward the mutual integration and assistance of these Courts for many times to come.<sup>3</sup>

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1. Such as England, Singapore and Hong Kong...

2. Claim No. XX- (1) Egan (2) Eggert v. (1) Eava (2) Efa- Judgment of DIFC Court of First Instance of 29 July 2015.

3. Article 2(1) (2) (3) (4) of the Judicial Committee Decree.

## B- The Context:

### 1- Enforceability of Foreign Judgments before Dubai Courts: quasi-impossible in the absence of a Treaty:

15. In principle, foreign judgments are subject to enforcement in the UAE. There are no legal provisions prohibiting this. In fact, the Code of Civil Procedure dedicates a proper section on foreign judgments under **Title 4: "Execution of Foreign Judgments, Orders and Writs."**

16. **Article 235** of Title 4 reads<sup>4</sup>:

"1- *Judgments and orders rendered in a foreign country may be executed in the United Arab Emirates under the same conditions as those specified in that country's laws as to the execution of judgments and orders rendered in that country.*

2- *A petition for execution shall be made before the Court of First Instance in which geographical area execution is intended, following the same procedures as those of filing a claim. Execution shall not be ordered unless the below is satisfied:*

a. *Local Courts have no jurisdiction over the dispute in which the judgment or the order was rendered and that the Court which had rendered it is competent in accordance with the international laws on judicial jurisdictions in force in its legal system.*

b. *The Court that has rendered the judgment or the order is competent as per the laws of the Country where the Court made its ruling.*

c. *The Parties to the dispute in which the foreign judgment was rendered, were duly summoned to appear and were duly represented.*

#### 4. The Arabic text reads as follows:

1- الأحكام والأوامر الصادرة في بلد أجنبي يجوز الأمر بتنفيذها في دولة الإمارات العربية المتحدة بـذات الشروط المقررة في قانون ذلك البلد لتنفيذ الأحكام والأوامر الصادرة في الدولة.

2- ويطلب الأمر بالتنفيذ أمام المحكمة الابتدائية التي يراد التنفيذ في دائرتها بالأوضاع المعتادة لرفع الدعوى. ولا يجوز الأمر بالتنفيذ إلا بعد التحقق بما يأتي:

أ. أن محاكم الدولة غير مختصة بالمنازعة التي صدر فيها الحكم أو الأمر وأن المحاكم الأجنبية التي اصدرته مختصة بها طبقاً لقواعد الاختصاص القضائي الدولي المقررة في قانونها.

ب- أن الحكم أو الأمر صادر من محكمة مختصة وفقاً لقانون البلد الذي صدر فيه.

ج- أن الخصوم في الدعوى التي صدر فيها الحكم الأجنبي قد كلفوا بالحضور. ومثلوا تمثيلاً صحيحاً.

د- إن الحكم أو الأمر حاز قوة الأمر للمضدي طبقاً لقانون المحكمة التي اصدرته.

هـ- إنه لا يتعارض مع حكم أو امر سبق صدوره من محكمة بالدولة ولا يتضمن ما يخالف الآداب أو النظام العام فيها.

*d. The judgment or the order had become final and was not susceptible to recourse or appeal, as per the laws of the Court which had rendered it.*

*e. That it does not contradict a judgment or an order previously rendered by local courts, and that it does not contravene morals or violate public order."*

17. Based on the foregoing, any foreign judgment that fulfills the requirements of Article 235 of the Code of Civil Procedure is in principle and by law recognizable and enforceable in the UAE<sup>5</sup>.
18. However, and in furtherance to the general Dubai Courts' practice and attitude in recognizing and enforcing foreign judgments, we wonder if the exception to the principle of admission should not in fact be viewed as the principle itself: the long-standing position being that foreign judgments are difficult -not to say impossible- to enforce. UAE Jurisprudence has placed an important focus on the prior existence of a treaty on reciprocal recognition and enforcement of judgements.<sup>6</sup>
19. The culprit here is Article 238 of the Code of Civil Procedure which is applied and interpreted as a condition precedent to Article 235, rather than a complement dedicated to specific situations. Article 238 reads<sup>7</sup>:  
*"The Rules provided within the foregoing Articles shall be without prejudice to the provisions of conventions between the UAE and other countries in this regard."*
20. The UAE has executed and ratified numerous bilateral treaties on enforcement<sup>8</sup>, as well as cooperative arrangements with different countries<sup>9</sup>.
21. The UAE, however, has not executed or signed a similar treaty with the United Kingdom or the United States of America. Therefore, Dubai Courts are likely to refuse recognition and enforcement of a foreign judgment in the absence of a UK-UAE or USA-UAE treaty on reciprocal enforcement of judgments.

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5. Federal Supreme Court- Judgement of 27 June 2006: *"execution shall not be granted if the petition does not fulfill the conditions of Article 235"*.

6. Dubai Court of Cassation- 5 October 2003: *« the purpose of Article 238 and the Jurisprudence of this High Court is that the applicable law on the execution of foreign judgments is that of the ratified treaties »*. This ruling is in line with the principle of the hierarchy of norms: treaty and convention law supersede internal law. See also Dubai Court of Cassation- Judgement of 26 May 2002.

7. The Arabic Text reads: *"لا تخل القواعد المنصوص عليها في المواد السابقة بأحكام المعاهدات بين الدولة وبين غيرها من الدول في هذا الشأن"*

8. For instance: the Gulf Co-Operation Council Treaty, the Bilateral Treaty for Enforcement of Judgments with France and the Agreement between the UAE and India on Judicial Co-Operation in Civil and Commercial matters.

9. For instance: with Jordan, Morocco, Saudi- Arabia, Syria, Somalia, Algeria and Egypt.

22. As such and even if the foreign judgment might be compliant with Article 235 of the Code of Civil Procedure, it is highly likely that Dubai Courts would still exclude its recognition and enforcement in the absence of specific treaty obligations on the reciprocal recognition and enforcement of judgments.

## **2- Enforceability of the foreign awards before Dubai Courts:**

23. A foreign award has a higher chance of enforcement by the Dubai Courts. However, the process proved time-consuming, despite the UAE's ratification of the New York Convention without any reservations.
24. In fact, in order to be enforced, a foreign award must undergo a recognition/ratification process before the UAE courts. The enforcement of an arbitral award is far from automatic, and is conditioned by scrutiny of the local courts. The process is ignited by filing an ordinary court action, which should, in principle, result in a recognition/enforcement order rendered by the competent court of first instance. This order, will in turn be subjected to the ordinary channels of appeal, although the UAE legal system specifies that, once rendered, an arbitral award rises to the level of *res judicata*, with all the legal consequences that such status entails. Given that the enforcement of the foreign award is suspended pending recognition/ratification, such a suspension puts the weight of the award on hold.

## **C- The Solution:**

### **1- Enforceability of foreign judgments or foreign awards before DIFC Courts:**

25. In order to contour the Dubai courts' customary attitude, the passage by the DIFC Courts is an available option. It would be possible to seek the DIFC Courts for a decision enforcing the foreign judgment or foreign award, whose decision shall subsequently be enforced onshore by the Dubai Courts.
26. Since we believe that the foreign judgment cannot be enforced on the basis of Article 235 of the UAE Code of Civil Procedure, and alternatively should it be enforceable on such basis, the Dubai Courts will mostly likely not enforce it since the enforcement of a foreign award has proven to be time-consuming (although capable of being enforced) our opinion is that one's chances of achieving the enforcement of a foreign award/judgment are higher via the DIFC Courts, making the DIFC a worthy remedial solution.
27. Article 7 (Execution) of the DIFC Judicial Authority Law as amended provides for the following:

- (1) The execution judge assigned pursuant to Paragraph (D) of Article (5) of this Law shall have jurisdiction over execution of the judgments, decisions and orders rendered by the Courts and the Arbitral Awards ratified by the Courts if the subject matter of execution is situated within DIFC, and such execution shall be in accordance with the Rules of the Courts.*
- (2) Where the subject matter of execution is situated outside the DIFC, the judgments, decisions and orders rendered by the Courts and the Arbitral Awards ratified by the Courts shall be executed by the competent entity having jurisdiction outside DIFC in accordance with the procedure and rules adopted by such entities in this regard, as well as with any agreements or memoranda of understanding between the Courts and these entities. Such execution shall be subject to the following conditions:*

  - (a) The judgment, decision, order or ratified Arbitral Award to be executed is final and executory;*
  - (b) The judgment, decision, order or ratified Arbitral Award is translated into the official language of the entity through which execution is carried out;*
  - (c) The Courts affix the executory formula on the judgment, decision, order or ratified Arbitral Award.*
- (3) In addition to Paragraphs (a), (b) and (c) of Clause (2) of this Article, when executing the judgments, decisions and orders issued by the Courts or Arbitral Awards ratified by the Courts through Dubai Courts, the following must be observed:*

  - (a) the Courts shall issue an execution letter to the Chief Justice of the Court of First Instance of Dubai Courts stating the procedure to be carried out;*
  - (b) the person requesting execution shall submit to the execution judge of Dubai Courts an application accompanied by a copy of the judgment, decision or order, legal translation of the same, and the execution letter;*
  - (c) the execution judge of Dubai Courts shall apply the execution procedure and rules stipulated in the aforementioned Federal Civil Procedure Code, including any objections to the execution; the execution judge may not reconsider the merits of the judgment, decision or order;*
  - (d) Dubai Courts shall collect the execution fees for each execution request submitted to them in accordance with the aforementioned Dubai Courts Fees Law.*

28. Several judgments held the jurisdiction of the DIFC Courts to enforce foreign judgments or arbitral awards:

29. In **“Meydan vs Banyan Tree- Claim No. CA-005-2014 of 3 November 2014”**, the DIFC Courts held that its jurisdiction was exempt of an abuse of process or of forum *non conveniens*. Justice Sir David Steel, ruling on the matter reconfirmed DIFC Courts' precedent stance stating:

*“I reject the submission - advanced under paragraph 56 of the Defendants/Applicants' skeleton argument - that it cannot have been the intention of the Dubai legislator in promulgating the Judicial Authority Law to allow the DIFC Courts to be used as a conduit jurisdiction for enforcement of an arbitration award against assets in Dubai (outside the DIFC) in circumstances where the owner of those assets has a legitimate expectation that such enforcement can only properly be brought in the Dubai Courts. It seems to me plain, from the provisions of Article 7 of the Judicial Authority Law, that the legislator did contemplate that there could be circumstances in which the recognition of a foreign arbitral award by the DIFC Court could trigger enforcement proceedings, through the Dubai Courts, against assets in the Emirate of Dubai (but outside the DIFC) without the need for separate recognition of the award by the Courts of Dubai: and vice versa.”*

30. Furthermore, in **“Egan and Eggert versus Eava and Efa of July 29 2015”** the DIFC Courts held jurisdiction to enforce any arbitral award (we draw the comparison with foreign judgments) without the nexus requirement i.e. the defendant needed not to have assets in the DIFC.

31. This judgment referred to the relationship between the jurisdiction of the Dubai Courts and the DIFC Courts on the recognition and enforcement of arbitration awards, reiterating that:

*“Not only are the jurisdiction of the DIFC Courts and the jurisdiction of the Dubai courts in relation to the recognition and enforcement of foreign arbitral awards mutually exclusive, they are also complementary. It is plain that, in enacting Article 7 of the Dubai Judicial Authority Law, the legislator contemplated that both the DIFC Courts and the Dubai Courts would have power (in appropriate cases) to ratify (or recognize) arbitral awards including foreign arbitral awards; that the enforcement of such awards within the DIFC (in the sense of execution of assets within the DIFC) would be for the DIFC Courts; and that the enforcement of such awards outside the DIFC would be for the competent entity - having jurisdiction outside the DIFC (which in the case where execution was sought against assets outside the DIFC but within the Emirate of Dubai, could be expected to be the Dubai courts).”*



32. In *“DNB Bank versus Gulf Eyadah” Claim No. CA-007-015 of 25 February 2017*, the DIFC Courts held that, by enforcing foreign judgments, the DIFC Courts are entering a new DIFC judgment as per the understanding of the above mentioned Article 7(2)a of the DIFC Judicial Authority Law.
33. Furthermore, the Courts reiterated their jurisdiction to enforce foreign court money judgments in the absence of (debtor) assets in the DIFC. Such prerogative significantly altered the constant UAE position which up until this point made it practically impossible to enforce foreign judgments in its jurisdiction.
34. The DIFC Courts in the present judgment reaffirmed that:
- “It is not wrong to use the DIFC Courts as a conduit jurisdiction to enforce a foreign judgment and then use reciprocal mechanisms to execute against assets in another jurisdiction”.*
35. As such, despite the foreign judgment or the foreign award not having a focal point with the DIFC Courts (presence of assets and so forth), the DIFC Courts are not legally precluded from extending their jurisdiction to recognize and enforce it; and any DIFC Courts’ judgment on the same should at a later stage be enforced by Dubai Courts.
36. Based on the above, the execution of a foreign award/judgment actually begins once an order for the DIFC Courts in favor of its enforcement is secured.
37. Indeed, Article 7(2) provides that DIFC Courts’ judgments are subject to enforcement by the Dubai Courts if they are (i) final and executory; (ii) legally translated into Arabic; and (iii) certified by the DIFC Courts and are vetted with the execution formula affixed by the Courts<sup>10</sup>. Article 7(3) provides that the enforcing party shall seek an execution letter from the DIFC Courts. The letter consists of a written demand addressed to the Dubai Courts Chief Justice presenting him/her with the required procedures regarding the DIFC Court order’s enforcement.
38. Subsequently, the enforcing party shall apply for enforcement before the execution judge of Dubai Courts alongside the execution letter and the DIFC Courts’ judgment legally translated into Arabic.
39. Upon receipt of the application for execution, Dubai Courts must enforce the DIFC Court’s order as per the Code on Civil Procedure, which entails grounds for challenge,

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10. The formula reads: *“Authorities must take the initiative to enforce this document and assist in implementing it even forcefully whenever requested to.”*

amongst others. The pertinent point being however that Article 7 of the DIFC Judicial Authority Law (as amended) obliges DIFC Courts and Dubai Courts to recognize and enforce judgments and ratified arbitral awards issued by one another without reviewing the merits. Article 7 established a regime of mutual recognition which aids the free movement of judgments between the two Courts.

## 2- A New Trend: Limitations on DIFC Courts as a conduit jurisdiction?

40. In a recent decision (No. 1/2016 of 19 December 2016)<sup>11</sup>, the Judicial Committee seems to have limited the DIFC Courts' role as a conduit jurisdiction for arbitral awards seated in Dubai.
41. In this case, the appellant had filed a case to annul an award rendered under the rules of the Dubai International Arbitration Center before the Dubai Courts, whereas the Respondent had filed a case for the enforcement of this award before the DIFC Courts. Therefore, the issue was to determine whether the Dubai Courts or the DIFC Courts had jurisdiction to look into the disputed award.
42. The Judicial Committee dismissed the DIFC Courts' jurisdiction and ordered that they cease from entertaining the case. The Judicial Committee righteously retained the jurisdiction of the Dubai Courts ruling that:  
*"According to the general principles of law embodied in the procedural laws Dubai Courts are the competent courts to entertain this case."*<sup>12</sup>
43. In hindsight, one might believe that the Judicial Committee will most likely demote the strong relations established between Dubai and DIFC Courts under Article 7 of the DIFC Judicial Authority Law and will render decisions in favor of the Dubai Courts' jurisdiction.
44. However, a reasonable reading of the above-referenced decision supports the fairness of the Committee's analysis and rulings. Domestic arbitration awards enforcement/annulment proceedings should be brought before the courts originally competent to hear the dispute, had the parties not elected arbitration as the dispute resolution mechanism. Hence, where the arbitration is seated within the jurisdiction of the Dubai Courts, the DIFC Courts should not hear the case.

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11. Judicial Committee No.1/2016. *Daman Real Capital Partners LLC vs Oger Dubai LLC*.

12. The Arabic Version reads: طبقاً للقواعد العامة والمضمونة في قوانين الإجراءات المدنية فإن محاكم دبي هي المختصة بنظر هذا النزاع. يعتبره صاحبة الولاية العامة.

45. Finally, we cannot conclusively predict the Judicial Committee's future stances, given its relatively young age, however, we believe that should there be a conflict of jurisdiction relating to the competent Courts to look into (or enforce) a foreign award, the Judicial Committee's interference might favor enforcement by allowing the DIFC Courts to receive and enforce a foreign award. We base this finding on the fact that both Dubai Courts and DIFC Courts would apply the New York Convention and any party challenging the Foreign Award would simply seek to nullify it on the basis of the New York Convention. Reaching a decision to the contrary would impose more onerous conditions on enforcement, and as such would be contrary to Article III of the New York Convention.
46. That said, we cannot apply with complete certainty the reasoning behind the enforcement of domestic awards to the enforcement of foreign awards before the DIFC Courts.
47. For domestic arbitrations, Article 216 of the Code of Civil procedure<sup>13</sup> grants a party the right to apply for annulment of an arbitral award. For Foreign Awards, Article V of the New York convention grants a party the right to challenge it. As a consequence, one can find themselves in the presence of two parallel proceedings pending before the Dubai Courts (for annulment) and the DIFC Courts (for enforcement). Unlike Article 216 and Article IV, Article 235 of the Code of Civil Procedure does not grant such right. As such, a party willing to challenge enforcement has no legal recourse other than to establish an effective conflict of jurisdiction between Dubai and DIFC Courts. The party's only mean of contestation is to object to the enforcement of the foreign judgment before the DIFC Courts once/if an application for enforcement is made.

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13. Article 216 of the Code of Civil Procedure reads:

*"1. The parties to a dispute may, at the time of consideration of the arbitrators award, request the nullification of the same in the following events:*

*a. If the award was issued without, or was based on invalid terms of reference or an agreement which has expired by time prescription, or if the arbitrator has exceeded his limits under the terms of reference.*

*b. If the award was issued by arbitrators who were not appointed in accordance with the law, or by only a number of the arbitrators who were not authorized to issue the award in the absence of the others, or if it was based on terms of reference in which the dispute was not specified, or if it was issued by a person who is not competent to act as an arbitrator or by an arbitrator who does not satisfy the legal requirements.*

*c. If the award of the arbitrators or the arbitration proceedings become void and such voidness affected the award.*

*2. A request for nullification of the award shall not be rejected on the grounds of a waiver by a party of its right to the same prior to the issuance of the award."*

48. Indeed, the Judicial Committee has demonstrated a valid approach towards drawing the line between Dubai and DIFC Courts Jurisdiction, in its decision No. 5/2016 dated 19 December 2016<sup>14</sup>.
49. The facts of the case can be summarized as follows: the appellant filed an application before the Judicial Committee to annul a judgment rendered by the DIFC Courts, by virtue of which the DIFC Courts recognized a foreign judgment issued by the Commercial Court in London. The appellant held that the DIFC Courts had no jurisdiction to handle the case.
50. The DIFC Courts had already dismissed the appellant's objection when deciding in favor of the respondent's request to enforce the foreign judgment. As such the DIFC Court's judgment had become final and conclusive.
51. The Judicial Committee reiterated that "*Decree No. 19/2016 enumerates the cases in which the Judicial Tribunal of Dubai Courts and [DIFC] Courts can intervene in determin[ing] the competent court to entertain the case. These cases are neither of the two courts has abandoned its jurisdiction for handling the case or if both courts have not abandoned their jurisdiction or if they issued conflicting judgments*" which was not the case at hand, given that "*the appellant has lodged only one case before DIFC Courts which issued a final and conclusive judgement and there is no evidence [...] to show that the appellant lodged a case before Dubai Courts with the same subject nor a judgement to abandon their competence*".
52. The Judicial Committee in due compliance with its mission and prerogative duly held that there was no conflict of jurisdictions. This decision is rightful.

#### DOCUMENTATION REVIEWED:

53. In drafting this Article, we have reviewed the following:
- the Federal Law no. 5 of 1985 as amended - hereinabove referred to as the "**Code of Civil Transactions**";
  - the Federal Law no. 11 of 1992 as amended - hereinabove referred to as the "**Code on Civil Procedure**";
  - the Emirate of Dubai Law no. 12 of 2004 as amended by the Emirate of Dubai Law no. 16 of 2011 - hereinabove referred to as the "**DIFC Judicial Authority Law**"; and
  - the Emirate of dubai Decree no. 19 of 2016 - hereinabove referred to as the "**Judicial Committee Decree**".

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14. Judicial Committee- 19 December 2016- No. 5/2016 (JT) Gulf Navigation Holding PJSC v. DNB Bank ASA.