**Practice Direction No. Z of 2015** IN THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS (DIFC COURTS)

Elective Jurisdiction of the DIFC Courts

**Citation**

This Practice Direction will come into effect on the date of signature. It replaces Practice Direction No. 2 of 2012 (Jurisdiction of the DIFC Courts). It may be cited as Practice Direction No. Z of 2015, and may be abbreviated to PD Z/2015.

**Elective Jurisdiction of the DIFC Courts:**

While compliance with Article 5(A)(2) of Dubai Law No. 12 (as amended), is ultimately a matter of interpretation by the Courts in a hearing, the Registry will accept Claim Forms filed by the Parties which rely on Article 5 (A) (2) to invoke the jurisdiction of the DIFC Courts if accompanied by submission agreements in one of the forms set out below, without prejudice to any subsequent challenge that may be made to that jurisdiction on the ground that the submission relied on does not satisfy the requirements of Article 5 (A) (2). Alternative forms of submission agreements will also be accepted if the Registry considers that such agreements *prima facie* comply with the requirements of Article 5 (A) (2).

**Suggested Jurisdiction Clauses**

**A) Exclusive Jurisdiction of the DIFC Courts Before a Dispute Arises**

Any dispute, difference, controversy or claim arising out of or in connection with this contract, including (but not limited to) any question regarding its existence, validity, interpretation, performance, discharge and applicable remedies, shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre.

**B) Non-Exclusive Jurisdiction of the DIFC Courts Before a Dispute Arises**

Any dispute, difference, controversy or claim arising out of or in connection with this contract, including (but not limited to) any question regarding its existence, validity, interpretation, performance, discharge and applicable remedies, shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre. Each party irrevocably submits to the jurisdiction of the DIFC Courts and waives any objection it may have to disputes arising out of or in connection with this contract being heard in the Courts of the Dubai International Financial Centre on the grounds that it is an inconvenient forum (*forum non conveniens*).

**C) Exclusive Jurisdiction After a Dispute Arises Over Existing Disputes**

Any dispute, difference, controversy or claim arising out of or in connection with [Define Dispute], including (but not limited to) any question regarding the existence, validity, interpretation, performance, discharge and applicable remedies of the underlying contract in dispute, shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre.

Nothing in this Practice Direction shall be taken to rescind, vary, curtail or suspend the effect or operation of any judgment of the Courts of the Dubai International Financial Centre save as expressly provided in the Rules of the DIFC Courts as they may be amended from time to time.

Dated this [ ] day of [ ] 2015

**Chief Justice Michael Hwang**