IN THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURT

IN THE COURT OF FIRST INSTANCE

N/A

BETWEEN

CTS MIDDLE EAST FZCO

Claimant

and

PIVOT INTEGRATED ENERGY FZC

Defendant

ORDER WITH REASONS OF H.E. JUSTICE SIR JEREMY COOKE

UPON the Claimant's Part 7 Claim dated 23 March 2026 (the "Claim") seeking payment under a contract for the sale of 922.5MT (plus or minus 5% operational tolerance) of N-Methylaniline

AND UPON the Defendants' Acknowledgement of Service dated 7 April 2026 admitting the Claim

AND UPON the Settlement Agreement and Release dated 9 April 2026 under clause 3 of which the Defendant agreed to pay the sum of AED 5,469,300.49 to the Claimant in four instalments due on 16 April 2026, 30 April 2026, 31 May 2026 and 30 June 2026 in settlement of the Claim, with interest on overdue payments at the rate of 5% per annum

AND UPON the Defendant paying the first two instalments amounting in total to the sum of AED 1,277.500

AND UPON the Defendant failing to pay the instalment due on 31 May 2026 which resulted in the balance of the sum of AED 5,469,300.49 becoming immediately due and payable under the Settlement Agreement

AND UPON the Parties, in their evidence agreeing that notwithstanding the obligation in the Settlement Agreement that the Defendant pay the said instalments in US Dollars, the outstanding balance is AED 4,191 800.49

AND UPON the Consent Orders of this Court dated 23 April 2026 and 31 July 2026, this action was stayed with liberty to the Parties to apply to enforce the terms of the said Settlement Agreement without the need to bring a new claim

AND UPON the Claimant's Application No. CFI-024-2026/1 dated 7 September 2026, for an order enforcing the Settlement Agreement and entering Judgment in favour of the Claimant for AED 4,191,800.49 (or USD 1,141,402.57), together with interest and costs (the "Claimant's Application")

AND UPON review of the Defendant's evidence in answer to the Claimant's Application dated 18 September 2026

AND UPON the Defendant's Application No. CFI-024-2026/2 dated 21 September 2026, for an order permitting payment of any judgment by instalments, conditionally staying execution and determining both the Claimant's Application and the Defendant's Application together on the papers (the "Defendant's Application")

AND UPON review of the Claimant's evidence in reply to the Claimant's Application dated 28 September 2026

AND UPON review of the Claimant's evidence in answer to the Defendant's Application dated 1 October 2026

AND UPON review of the Defendant's evidence in answer to the Defendant's Application dated 6 October 2026

AND PURSUANT TO the Rules of the DIFC Courts ("RDC")

IT IS HEREBY ORDERED THAT:

1. The Claimant's Application seeking judgment and the Defendant's Application for an order for payment by instalments be determined together on paper.

2. Judgment be entered for the Claimant in the sum of AED 4,191,800.49 with interest thereon at the rate of 5% per annum from 1 June 2026 which at the rate of AED 573.13 per day gives rise to a total of AED 4,269,173.04 at the date of issue of this Order.

3. The Defendants' Application seeking an order under RDC 48.53-48.55 that payment of any sums due should be made in instalments over a period of 23 months or more, is dismissed.

4. The Defendant shall pay the Claimant the costs of this Claim following the Settlement Agreement, such costs to be assessed by the Court on paper in accordance with the following timetable:

(a) The Claimant shall submit a statement of costs in the standard form for immediate assessment within 7 days hereof.

(b) The Defendant shall make any submission thereon in writing within 7 days thereafter.

(c) The Claimant shall make any submissions in response within 7 days thereafter.

Issued by:
Hayley Norton
Assistant Registrar
Date of issue: 14 October 2026
At: 2pm

SCHEDULE OF REASONS

1. The Claimant is entitled to judgment which is not disputed. The issue is whether the Court should stay execution of any such judgment and order payment by instalments, with an immediate payment of USD 100,000 as an initial payment and thereafter by monthly payments of USD 50,000 each until the principal sum and interest thereon are fully paid. In the present case, it is obviously right to grant judgment and to consider whether there is any proper basis for staying execution on the terms suggested by the Defendant.

2. Although the form of Application made by the Defendant might be thought to be inappropriate under RDC 48.55 because no judgment has yet been given, that rule applies where an application is made at the time of the judgement or at any time thereafter and there can be no objection to the application being made before judgment is given on the footing that it will be given. Whether or not an application could or should have been made under RDC Parts 15, 33 or 47- 48 is neither here nor there because the Court is bound to consider the grounds put forward for payment by instalments on their merits and, taking account of any prejudice, to further the overriding objective under the terms of RDC 4.2(14) and 4.51.

3. The matters that the Court will take into account, which are set out in RDC 15.46, include the Defendant's statement of means and the objections of the Claimant to the request for time to pay "and any other relevant factors". Under RDC 48.53 the Court is given a discretion, where the Court is satisfied, on an application by the judgment debtor that there are either "special circumstances" which render it inexpedient to enforce the judgment or that the applicant is unable from any cause to pay the money. The Court can stay execution against the assets of the Defendant subject to such conditions as the Court thinks fit. Here, the Defendant put forward a series of terms which it was prepared to accept and suggested that the Court should impose as conditions of the stay of execution.

4. In either case the Defendant needs to produce cogent evidence of inability to pay.

5. The essence of what was said by the Defendant in written submissions, witness statements and affidavit evidence was that its liquidity problems meant it could not pay the judgment sum at once because its "liquid resources are materially below the amount presently sought by the Claimant and it "is therefore unable to pay the whole claimed judgment debt immediately from available cash and bank balances". Its manager stated that "immediate payment of the entire balance would exceed Pivot's present liquid resources and, in my view, would materially impair the continuing trading operations from which repayment is expected to be generated".

6. Whilst management accounts and bank statements were produced, which showed, at 15 September 2026, total assets of AED 869,926.20 (including current assets of AED 392,594.08 and property plant and machinery with a book value of AED 477,332.12) and current liabilities of AED 3,750,170.79, no audited accounts were produced and no market valuation of the office which had been purchased in March 2025 for AED 1.3 million was put in evidence by the Defendant. Such evidence as was forthcoming from the Claimant in respect of asking prices for what were, according to the Defendant smaller offices in the same block, suggested that the market price would be somewhat above the purchase price but not necessarily by a lot and not by enough to meet the total judgment debt in total. Nonetheless it would make a substantial contribution if sold or if money was raised on it as security.

7. Additionally, and perhaps more importantly, is that it is not said by the Defendant's Manager that it is impossible to pay the judgment debt by borrowing money or by funding on the part of the Manager himself or from an associated company, which, from the trial balance produced to the Court has happened in the past with loans which, as at 15 September 2026, are owed in an amount in excess of AED 3m. With a mortgage free office and no evidence of inability to borrow, it cannot be said, on the evidence available to the Court that the Defendant is unable to pay the money. The Defendant has produced evidence of a trading contract and it is said that it can continue to trade despite its financial condition which suggests that it can pay its debts as they fall due. The purpose of allowing payment by instalments is to enable it to continue to trade and generate profits to be used to pay the proposed instalments.

8. What therefore appears from the evidence is that the Defendant is seeking time to pay what will be, as of today, as judgment debt, whilst other creditors will continue to be paid as part of its continued trading. The very nature of its trading involves, on the evidence available from the Manager, large outlays in large transactions with small margins. If the Defendant wants to continue in trading and laying out money to do so, there is no good reason why that should be at the expense of a judgment creditor. Whether or not it is in the best interests of the judgment creditor to enter into some further arrangement with the Defendant is a matter for its own judgment, but it is entitled to execute the judgment it obtains for whatever is obtainable in circumstances where the criteria of RDC 48.53 are not met.

9. In these circumstances, I am not satisfied that the Defendant truly cannot pay the sum which now constitutes the judgment debt, which is what the Claimant also considers to be the position. The Claimant has been kept out of its money on the original claim and under the Settlement Agreement where instalments were promised. Whilst the Defendant has not resiled from its obligations under the Settlement, it has defaulted on them and now seeks relief from them, when indulgence has already been given and, as it appears, the trading conditions at that time when those promises were made, were no different from now. The Defendant thinks that it can trade out of its difficulties, but it should not be allowed to do so at the expense of the Claimant. The evidence before me does not establish an inability to pay, whatever hardships or problems the Defendant may have in raising the money and the Defendant's Application to pay in instalments is therefore refused.

10. It follows that the Defendant must also pay the costs of both the Claimant's Application and the Defendant's Application, since costs must follow the event, and in the Order, I have set out a timetable for submissions in writing thereon.