Claim No: CFI 003/2016

THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

BETWEEN

CATERPILLAR FINANCIAL SERVICES (DUBAI) LIMITED

Claimant

and

(1) ROWDHAT NEAMA TRANSPORTING & GENERAL CONTRACTING ESTABLISHMENT
(2) ALI ABDALLA NASIR ABDALLA BUKALLAH LOUTAH

Defendants

ORDER OF JUDICIAL OFFICER NASSIR AL NASSER

UPON reviewing the Claimant's Application Notice CFI-003-2016/3 dated 1 October 2020 seeking an Order for permission to serve the First and Second Defendants, with the Amended Default Judgement issued by Judicial Officer Nassir Al Nasser on 6 January 2020 the ("Amended Default Judgement"), by way of publication pursuant to RDC 9.31

IT IS HEREBY ORDERED THAT:

1. The Claimant is permitted to serve the Amended Default Judgement, by publication, once in an English language newspaper and once in an Arabic language newspaper in the wording attached in **Annex A** to this Order.

2. The Claimant must provide a copy of the English and Arabic language newspapers and file a certificate of service via the eRegistry.

Issued by:
Nour Hineidi
Registrar
Date of issue: 12 November 2020
At: 11.30am

ANNEX A

Notification of the Amended Default Judgement issued by the DIFC Court of First Instance in Case no: CFI-003-2016 against ROWDHAT NEAMA TRANSPORTING & GENERAL CONTRACTING ESTABLISHMENT and MR ALI ABDALLA NASIR ABDALLA BUKALLAH LOUTAH

This is to notify **ROWDHAT NEAMA TRANSPORTING & GENERAL CONTRACTING ESTABLISHMENT** (First Defendant) and **MR ALI ABDALLA NASIR ABDALLA BUKALLAH LOUTAH** (Second Defendant) of the Amended Default Judgement issued by the DIFC Court against them on 6 January 2020 in Case no: CFI-003-2016 (the **"Amended Default Judgement"**).

The main terms of the Amended Default Judgement are the following:

1. The Defendants shall pay the Claimant the amount of USD 288,720 as repayment of the loan which is the subject of the claim. .

2. The Defendants shall pay to the Claimant the prepayment fee of USD 5,774.40, being an amount of 2% of the loan amount outstanding at the time of the default

3. The Defendants shall pay to the Claimant interest at a rate of 1.5% pursuant to Clause 3.3 of the loan agreement entered into between the parties (the "Agreement") being USD 110.74 calculated from 28 December 2015 to 25 January 2016 and continuing to accrue at a rate of USD3.96 per day.

4. The title and ownership of the vehicle bearing the registration number 82954 be transferred from the First Defendant to the Claimant, to enable the Claimant to sell the vehicle.

5. The obligations of the Defendants in this order are joint and several.

6. The Defendant shall pay the Claimant their costs of the proceedings, to be assessed if not agreed.