Claim No. CFI 040/2021

THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

BETWEEN

BERKELEY SERVICES U.A.E. (L.L.C.)

Claimant

and

HARTLAND INTERNATIONAL SCHOOL L.L.C. - FZ

Defendant

AMENDED DEFAULT JUDGMENT MADE BY H.E. JUSTICE MAHA AL MHEIRI

UPON the request made by the Claimant on 27 April 2021 for a Default Judgment against the Defendant in accordance with Part 13 of the Rules of the DIFC Courts (the **"Request"**) (**"RDC"**), it is found as follows:

1. The Request is not one prohibited under RDC 13.3 (1) or (2).

2. The Request is one permitted by RDC 13.4 on the basis that the Defendant has failed to file an Acknowledgment of Service or a Defence to the claim (or any part of the claim), with the DIFC Courts, and the relevant time for so doing has expired.

3. The Claimant filed a Certificate of Service in respect of the Defendant under RDC 9.43 on 25 April 2021.

4. The Claimant has followed the required procedure for obtaining Default Judgment (RDC 13.7, 13.8).

5. The Request includes a request for interest pursuant to RDC 13.14 and the Claim Form sets out the calculation of interest in the claim.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

6. The Request for Default Judgment is granted.

7. The Defendant shall pay to the Claimant within 14 days, from the date of this Order, the judgment sum of AED 678,403.95.

8. In addition, pursuant to UAE Federal Law No. 18 of 1993 concerning Commercial Transactions Law of the United Arab Emirates the Defendant shall pay interest on the judgment sum to the Claimant from 31 August 2020, until the date of full payment, at the rate of 9% annually.

9. The Defendant shall pay the Claimant's costs of these proceedings, including: (1) the Claimant's legal costs, until the date this request was fully pleaded; and (2) costs of the Court filing fee.

Issued by:
Nour Hineidi
Registrar
Date of issue: 10 May 2021
Date of re-issue: 23 May 2021
At: 11am