IN THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

N/A

BETWEEN:

AL BUHAIRA NATIONAL INSURANCE COMPANY

Claimant/Respondent

and

(1) WALEED MOHAMMAD

(2) TIGER CONTRACTING CO LLC

(3) BUNAT AL MUSTAQBAL OWNERS ASSOCIATION ADMINISTRATIVE SUPERVISION

Defendants/Appellants

AMENDED ORDER WITH REASONS OF H.E. JUSTICE MARK PELLING

UPON the Claimant's Part 7 Claim dated 20 February 2026 (the "Claim")

AND UPON reviewing the Defendants' Application No. CFI-010-2026/1 dated 25 March 2026 disputing jurisdiction and seeking to have the Claim and its service set aside, alternatively seeking to have the Claimant's Claim struck out as an abuse of process (the "Application")

AND UPON reviewing the Claimant's evidence in answer to the Application dated 22 April 2026

AND UPON reviewing the Defendants' evidence in reply to the Application dated 6 May 2026

AND UPON reviewing the Claimant's and Defendants' skeleton arguments dated 11 August 2026

AND UPON hearing counsel for the Claimant and counsel for the Defendants at a hearing before H.E. Justice Mark Pelling on 18 August 2026

IT IS HEREBY ORDERED THAT:

1. The Application is dismissed.

2. The Defendants shall pay the Claimant's costs of the Application assessed in the amount of **AED 572,646.92** within 14 days of the date of this Order.

Issued by:
Hayley Norton
Assistant Registrar
Date of issue: 1 September 2026
Date of re-issue: 21 September 2026
At: 10am

SCHEDULE OF REASONS

1. This is an Application by the Defendants for an order pursuant to Part 12 of the Rules of the DIFC Courts (the "RDC"), for an order setting aside service of the proceedings commenced by the Claimant on the basis that this Court has no jurisdiction to entertain the Claim, or alternatively, if there is such jurisdiction, it is a jurisdiction the Court should not exercise, essentially because either there are extant proceedings in the onshore courts of Dubai which make the continuation of these proceedings abusive, or alternatively on the basis that there is between the parties an arbitration agreement, which again makes the commencement of these proceedings an abuse.

2. This Claim was issued on 20 of February 2026. The Defendants by their Acknowledgements of Service dated 11 of March 2026 indicated an intention to challenge jurisdiction.

3. The circumstances leading to this dispute can be shortly stated. The Claimant is an insurance company. It is incorporated in Sharjah, in the UAE and writes policies both for personal and commercial insurance. The relevant policy for present purposes, was dated 30 May 2025, by which the Claimant insured the Defendants against various risks arising in connection with a property located in Dubai at the Dubai Marina (the "Property").

4. On 13 June 2025, a fire is alleged to have occurred at the Property that purported to cause damage. Various claims have been made under the policy, including by at least one of the Defendants, but the Claimant disputes that the policy is responsive and has declined cover.

5. These proceedings were commenced on 20 February 2026, seeking, in effect, a declaration that the Claimant is not liable under the policy. The relevant procedural history for the purposes of resolving the jurisdiction dispute relevant for today's purposes can be shortly stated as well.

6. On 3 February 2026, the Defendant initiated proceedings before an institution of the onshore Courts, known as the Centre for Amicable Disputes (the "Centre"), which forms part of the Dubai onshore court system (the "Centre Proceedings"). It is unclear what the status of those proceedings are. The Claimant's position is that the institution is a mandatory mediation body and, as such, does not of itself have jurisdiction to determine a dispute other than by facilitative mediation. The Defendants do not dispute that that is the function of the Centre but nonetheless maintain that the DIFC Courts' proceedings are abusive by reason of the pre-existence of the Centre Proceedings.

7. On 11 February 2026, the Centre Proceedings were served on the Claimant. On 20 February 2026, the Claimant declined cover under the policy and commenced the DIFC proceedings. On 11 March 2026, the Defendants challenged the jurisdiction of the Centre to resolve or become involved in the dispute between the parties on the basis that proceedings have been commenced in the DIFC Courts, and on the basis that the policy was subject to an arbitration agreement.

8. What appears to have happened then is that the judge in charge of the Centre Proceedings issued various directions which involved the appointment of a committee of experts to evaluate the Defendants' claim under the policy. What is to happen following the preparation of the report by the experts is entirely unclear.

9. It is now necessary that I turn to the policy in rather more detail. The policy follows a familiar pattern to those involved in insurance litigation in England and Wales and consists of a policy schedule followed by a rather longer document containing generalised terms and conditions applicable to the policy.

10. The only provisions contained in the policy schedule which are relevant for present purposes come right at the end, where, following a provision dealing laconically with deductibles, there are two provisions which are relevant and which are as follows:

> "Territorial limit: United Arab Emirates.
> Law & jurisdiction: United Arab Emirates".

11. The Claimant's case is that the last of these provisions is an opt-in provision permitting any dispute between the parties to be resolved by a court within the United Arab Emirates and that includes the DIFC Courts.

12. The only other provision that I need to refer to at this stage concerns clause 15 of the standard wording, which is a lengthy provision which, amongst other things, provides:

> "If any difference arises as to the amount of any loss or damage, such difference should, independently of all other questions, be referred to the decision of an arbitrator to be appointed in writing by the parties in difference, or if they cannot agree upon a single arbitrator to a decision of two disinterested persons as arbitrators of whom one should be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party."

13. Although the Defendants in these proceedings rely upon the arbitration clause as a basis for maintaining that this Court does not have jurisdiction to entertain the dispute, I was told in the course of submissions by the Claimant, and it is not disputed on behalf of the Defendants, that the Defendants maintain that this arbitration agreement is invalid as a matter of UAE law, because it is not contained in a separate document signed by the parties. It is no part of my function to resolve that dispute today.

14. The Defendants submit that

(a) the language used by the parties in the schedule to the policy to which I have just referred is not sufficient to satisfy the jurisdictional gateway requirements imposed by Article 14B of Dubai Law Number 2, (the "Courts Law"), which establishes the jurisdictional gateways that apply to the DIFC Courts.

(b) In the alternative, the Defendants submit that even if technically there is jurisdiction in this Court to entertain the claim commenced by the Claimant, nonetheless, those proceedings should be stayed or set aside on the basis that the claim is an abuse because it was commenced after and with knowledge of the Centre Proceedings and or because of the presence within the policy of the arbitration agreement.

15. The Claimant's submission is that

(a) As a matter of construction, the Defendants' case is wrong, particularly having regard to a number of well-known and long-established decisions at the DIFC Courts and in particular the DIFC Court of Appeal.

(b) The submission based on abuse by reference to the commencement of the Centre Proceedings, is wrong because (i) of the special rule that applies in relation to jurisdictional disputes between the DIFC Courts and any onshore Dubai or UAE Courts that such disputes are not to be resolved by reference to the *lis alibi pendens* doctrine and or the *forum non conveniens* doctrine but are to be resolved (in relation to disputes as to jurisdiction as between the DIFC Courts and the onshore Courts) by the Tribunal established for the purpose of resolving those disputes, or otherwise by the Supreme Court of the UAE.

(c) The presence within the policy of the arbitration agreement is not material for present purposes because its validity is disputed by the Defendants, and in consequence, the Claimant was fully entitled to commence these proceedings and wait to see whether or not the Defendants apply for a stay of these proceedings in favour of arbitration, as they are permitted to do under the provisions of the arbitration law that applies within this Court.

16. In those circumstances, the first issue which arises is whether, as a matter of construction, the provision on which the Claimant relies is sufficient to satisfy the requirements of the Article 14(B) gateway.

17. Article 14(A) of the Courts Law sets out a series of seven jurisdictional routes or gateways, none of which are relied upon by the Claimant in these proceedings.

18. Article 14 (B) provides that:

> "the DIFC Courts have jurisdiction to hear and determine civil and commercial claims and applications where the parties expressly agree in writing to the DIFC Courts jurisdiction, whether before or after the dispute arises, provided that such agreement is made pursuant to specific, clear and express other provisions."

The first question which arises, therefore, is whether, as a matter of construction of the policy, the language which has been used in the schedule to the policy is sufficiently a reference to the DIFC Courts.

19. Returning to the language of the policy, the schedule is laconically expressed as referring to both governing law and jurisdiction as being "*United Arab Emirates*". In deciding what the true meaning and effect of this provision is, it is necessary to carry out a construction of the terms which have been used by the parties. This does not merely involve a literalist approach to the language that appears on the sheet of paper, but rather the construction exercise, as I understand to be common ground between the parties, is designed to arrive at a conclusion as to what reasonable people with all the knowledge which could reasonably be available to the parties to the contract would have understood by the language used at the time when the contract was entered into. The test for jurisdictional purposes is also not in dispute and is to be resolved by reference to the well-known *Brownlie* criteria, which involves deciding first, if the court can, who has the better of the argument, but if the court is unable to resolve who has the better of the argument to decide whether a realistically arguable case has been established by reference to the case advanced by the party seeking to assert jurisdiction, even though that is contested. The focus of the *Brownlie* tests is primarily on evidential disputes.

20. The focus of attention in a case such as this is on the true meaning and effect of the words which the parties have used, applying the construction approach I have already identified. In my judgment, the argument advanced by the Claimant has the better of the argument. The Claimant maintains that the word law can only refer to the governing law of the policy. This was not disputed on behalf of the Defendants. Thus, already the language which is being used is focusing on the resolution of disputes that might arise under the policy. The submission which was made on behalf of the Defendants was that the reference to jurisdiction and the United Arab Emirates can only be construed as being a geographical reference of no materiality to the jurisdiction of whatever courts might be relevant to the resolution of disputes. In my judgment, that is close to unarguable. Firstly, it has to get over the problem that in the previous line of the policy, there is a reference to a territorial limit being the United Arab Emirates. Therefore, it would be necessary to explain why insertion of the phrase "*jurisdiction United Arab Emirates*", was necessary to define territorial limit. No explanation is offered and none is obvious. Secondly, in this context, jurisdiction can only mean courts. This is language which appears in the schedule to an insurance policy, where the geographical limits of the policy have been determined by other provisions within the policy. The two provisions were clearly intended to resolve 2 questions, being (i) what is the governing law of the contract and (ii) what courts will have jurisdiction to determine the disputes? In those circumstances, I reject the argument advanced by the Defendants, that as a matter of construction, the provision "*jurisdiction: United Arab Emirates*", can refer to anything other than the Courts of the United Arab Emirates. Further, the phrase "*United Arab Emirates*" in the line that is relevant for present purposes is to be construed as meaning the Courts of the UAE.

21. The next question which arises, therefore, is whether that language satisfies the requirement of Article 14B of the Courts Law. A point was made to the effect that the inclusion of the language, "*pursuant to specific, clear and express provisions*", made the provision of Article 14 be narrower than its equivalent position under the previous law governing the jurisdiction of the DIFC Courts. I can safely reject that submission. The same language appeared in the old law. The DIFC Courts have consistently construed phrases such as "*the Courts of Dubai*" or "*the Courts of the UAE*", as provisions which incorporate or include the DIFC Courts. There are a number of authorities which are relied upon by the Claimant as having that effect, but one of them is *Laabika and others v Ladu and others*, [2021] DIFC CA 008, a decision of the DIFC Courts Court of Appeal. The relevant part of the judgment for present purposes starts at paragraph 42, where the Court of Appeal turned to the true construction of the term, "*the Courts of Dubai*" that appeared in the agreement that was there being considered. The Court of Appeal identified the relevant test as being what the ordinary meaning of the term, "*the Courts of Dubai*", could have or should be treated as having in this context. The court then continued at paragraph 42 in these terms

> "in this case there are no surrounding circumstances to support a construction of the term "the Courts of Dubai" in the contract which would not apply their ordinary meaning which includes the DIFC Courts. Consistently with Goel we hold that where the parties agree to repose jurisdiction in the Courts of Dubai, then absent constructional indication to the contrary, whether from the text of the contract or the surrounding circumstances, the term will be interpreted as sufficiently specific, clear and express provision for the purposes of Article 5(A)(2) JAL to confer jurisdiction on the DIFC CFI ."

That demonstrates the point I made a moment ago, which is that the relevant phraseology of Article 5(A)(2) of the old law is functionally similar to the phraseology used in the new law. As to the meaning of ".*specific, clear and express*.", the Court of Appeal continued in paragraph 42 in these terms,

> "The terms "specific", "clear" and "express" each involves judgment of degree. What is sufficiently "specific"? What is sufficiently "clear", and what level of detail is required to meet the requirement of "express"? Where a term is used that on its ordinary and unambiguous meaning applies to the DIFC Courts, the fact that it picks up the onshore Courts as well does not negate its application to the DIFC Courts. Nor does it negate that application as specific, clear and express. The jurisdiction confirmed by Article 5(A)(2) is not exclusive, and consistently with that character, the parties can agree to have their disputes determined by the DIFC Courts or any other Dubai Courts. The term "Courts of Dubai", could have been redrafted as "the courts of the DIFC and other courts of Dubai". That would not have changed its meaning and it would be a triumph of form over substance to say the second verbal formula works, but the first doesn't.".

In my judgment, the reasoning in this paragraph applies with equal force in the circumstances of this case and the fact that the dispute I am considering is governed by the new jurisdictional provisions contained in the Dubai Law No. 2 does not alter, or lead to the conclusion that, the reasoning in *Laabika* is no longer of any application.

22. So far as the phrase "the Courts of the UAE" are concerned, that was addressed in another Court of Appeal decision that in *Investment Group Private Limited v Standard Chartered Bank*, [2015] DIFC CA 004, decided on the 19th November 2015, where the Court of Appeal concluded at paragraph 142 to 143 that

> "It cannot be maintained, as IGPL contends, that the DIFC Courts are not a "court of the UAE". As a practical matter, it is more conceivable that the meaning of "courts of the UAE", under the agreements was intended to cover all courts located within the territory of the UAE. This includes all courts within Dubai, which in turn includes the DIFC Courts." Further, it made clear that where the parties have agreed to opt into the jurisdiction of the DIFC under a written agreement which is founded on specific clear and express contractual provisions, "the DIFC Courts are not deprived of jurisdiction even if the claims and underlying facts do not have any connection to the DIFC or do not originate from a contract that's been carried out in whole or in part by the DIFC".

23. The points which emerge from that authority relevant for present purposes are that the reasoning contained in *Laabika* to which I have just referred applies with equal force where the language used is *"the courts of the UAE"* rather than *"the courts of Dubai*". I have already concluded, applying conventional construction principles, that the reference to "*United Arab Emirates*", in the schedule to the policy is to be treated as a matter of construction as a reference to the Courts of the UAE. The second point, which perhaps does not need mention at all, but which is nonetheless clear from the Court of Appeal judgment in *Investment Group Private Limited*, is that the fact that the contract was to be performed wholly outside the DIFC is neither here nor there.

24. In those circumstances, I am entirely satisfied that the DIFC Court has jurisdiction applying entirely conventional principles and as a matter of construction of the contractual provision contained within the Schedule to the policy.

25. In those circumstances, attention now falls on the two aspects of the case which the Defendants rely upon as together constituting an abuse sufficient to justify the court refusing jurisdiction, even though technically it has it for the reasons I have identified.

26. The second of the two grounds relied upon by the Defendants concerned the presence within the policy of the arbitration agreement, which I referred to earlier in this judgment. I can address that point briefly. It was submitted by Mr. Craig KC on behalf of the Claimant and I agree that the presence of an arbitration agreement does not of itself indicate that this court lacks jurisdiction. The applicability of an arbitration agreement is to be resolved on an application for a stay of proceedings on the basis of there being within the agreement an arbitration agreement. That application if it is made at all comes at a later stage in the proceedings. Whilst I might have been tempted to conclude that where there was an arbitration agreement that both parties were seeking to rely upon contained in the agreement, then an attempt to commence proceedings such as this would potentially be an abuse. However, there are at least two reasons why that is an inappropriate response in the circumstances of this case. The first is that the Defendants have not sought to rely upon the arbitration agreement but instead commenced the Centre Proceedings to which I have referred. That is an action which is inconsistent with there being an arbitration agreement, or at any rate, an arbitration agreement on which the Defendants wish to rely.

27. Secondly, and in any event, it has been asserted, so I am told, and it has not been disputed, that the arbitration agreement within the policy is not valid as a matter of UAE law, because it is not contained in a separate agreement signed by the parties. That is a further indication that the position of the Defendants is that they will not seek to apply for a stay of these proceedings in favour of arbitration, because they consider the arbitration agreement to be invalid.

28. In those circumstances, the real question which arises is whether or not these proceedings can be treated as an abuse sufficient to justify a stay of them because of the commencement of the Centre Proceedings,

29. The Centre Proceedings were commenced before the commencement of these proceedings. These proceedings were commenced by the Claimant in knowledge that the Centre Proceedings have been commenced. There is both a legal and a practical answer to this point. The first point is that no attempt has been made by the Defendants to demonstrate that the Centre Proceedings, are proceedings which are capable of resolving this dispute other than as a result of a compromise agreement brokered by the centre as part of its processes. If that is so, then, as Mr. Craig submits, there is no lis that would engage a formal *lis alibi pendens* or *forum non conveniens* approach in relation the Centre Proceedings. There is, however, a more fundamental point which arises in relation to this issue, which was addressed in a judgment of His Excellency Justice Wayne Martin, (as he then was) in Union Insurance PJSC v International Precious Metal Refiners LLC, CFI 064/2022, where he was faced with a similar argument in relation to some proceedings commenced in the Courts in Sharjah. Under the heading, "*lis alibi pendens*", Justice Wayne Martin recorded at paragraph 65 the argument by IPMR that the court should stay proceedings pursuant to the doctrine of lis alibi pendens and then the judge continued at paragraph 66 in these terms:

> "In its first skeleton IPMR accepted that the lis alibi pendens was an aspect of the doctrine of forum non conveniens, a fundamental obstacle to the path of acceptance of IPMR submissions on this subject is the decision of the Court of Appeal in IGPL, which obviously binds me to the effect that the doctrine of forum non-conveniens has no application to parallel proceedings in different courts within the UAE. That decision is based on Article 99 of the Constitution of the UAE, which confers jurisdiction upon the Union Supreme Court to resolve conflicts of jurisdiction between the judicial authority in one emirate and the judicial authority in another emirate. In IGPL, the court concluded that the jurisdiction was exclusive, with the result that no court other than the Union Supreme Court, had power to determine which of two alternative courts should resolve a particular dispute by application of the doctrine of forum non conveniens".

The judge also commented at paragraph 68 that:

> "There is no independent expert evidence with respect to the nature of the proceedings or the relief available in that court. It may be that the proceedings in the Sharjah court are in effect proceedings by way of judicial review of the decision of the IDRC and in particular the decision of the IDRC to dismiss IPMR's complaint because of the failure to submit an expert report in time. It is, however, clear that the proceedings in this court put in issue UIC's contention that the GR policy was void ab initio, or alternatively has been avoided by reason of fraudulent concealment and misrepresentation. The evidence does not establish that relief of a kind that would necessarily be available in the proceedings pending in Sharjah".

30. Although the detail is different to that which arises in this case, the fundamental point remains the same. If it was to be contended by the Defendants that the Centre Proceedings, were capable of giving rise to a lis alibi pendens, then it was for them to produce expert evidence to that effect. However, the more fundamental point, as I have said, is that as long as the lis alibi pendens doctrine is treated as an aspect of the forum non conveniens doctrine, then the reasoning of Justice Wayne Martin following Court of Appeal authority within the DIFC indicates very plainly that that doctrine is not one which can undermine an otherwise valid jurisdictional claim. So far as whether lis alibi pendens is to be treated as a matter of DIFC law as part and parcel of the wider doctrine of forum non conveniens, it is not necessary for me to express a final view on. That appears

to be the position which is adopted in English law on the basis of quite significant authority, going back a number of years. It is, for example, these principles that are to be found summarised in the current edition of Dicey and Morris at Chapter 12, which is entitled, tellingly, "*Forum Non Conveniens, Lis Alibi Pendens, Jurisdiction Agreements and Anti-Suit Injunctions*", and where the rule that is then considered in that chapter is formulated on the basis, that forum non conveniens and a lis alibi pendens are to be considered as part of 1 single analysis. If that is the law that is ultimately adopted in the DIFC, then the principle identified by Justice Wayne Martin in the judgment cited from a moment ago must plainly be correct. My only caveat is that there may be common law jurisdictions where a stricter approach is taken to lis alibi pendens. Even if that was right, it would not assist in the circumstances of this case, given the absence of any expert evidence demonstrating that the Centre Proceedings create a sufficient lis to engage the doctrine, however it is applied.

31. Drawing all these points together, I conclude firstly that as a matter of construction, the phrase "*United Arab Emirates*, when used in the context of a clause providing "*jurisdiction: United Arab Emirates*", means and is to be construed as meaning a reference to the Courts of the UAE for the reasons I have already identified and in consequence, the approach that should be adopted in relation to jurisdiction is that identified in the authorities to which I have referred and the fact that the jurisdiction is to be determined by reference to Dubai Law No. 2 rather than its predecessor is of no material impact again for the reasons I have given. I am not satisfied that there is any abuse reason for declining jurisdiction, having regard to the non-availability of the forum non-conveniens doctrine where there is a clash with the onshore Courts of Dubai. As I have explained, the Defendants' position in relation to the arbitration agreement is that it is invalid and has not been relied upon by them and in those circumstances, it cannot be said that the commencement of these proceedings is an abuse, and the result, is that the jurisdiction challenge is dismissed.

COSTS

32. This is the immediate assessment of the Claimant's costs of and occasioned by the jurisdictional challenge in which it succeeded and the Defendant challengers failed.

33. The costs are to be assessed on an immediate basis and the principles which apply are as follows. The costs which are to be recovered are to be assessed on the standard basis. The standard basis involves the court identifying and permitting payment only in respect of work, which was reasonable and proportionate to carry out, and in respect of such work, the court is permitted only to allow recovery of a reasonable and proportionate sum in respect of that work.

34. The total sum which is claimed by the Claimant in respect of this application comes to AED 750,515, which is roughly the equivalent of USD 200,000 or GBP 150,000. The Defendants submit that upon a proper analysis of the sums which are claimed, there has been excessive duplication, excessive use of more senior fee earners and particularly when counsel's fees are added in, the sum that is claimed is massively in excess of what is reasonable and proportionate.

35. The exercise of assessing what is reasonable and proportionate is made more difficult in a case such as this, because although there is a box entitled work done on documents, it is unhelpful because although it identifies by name the fee earner concerned, the hours expended, the rate applied and therefore the total that is claimed, what it does not do is identify what work was being done by each fee earner to make up the total of hours claimed, as would be the position, for example, in England and Wales on a summary assessment. Therefore, the exercise which I have to carry out is even more broad brush than is to be found when carrying out summary assessments in England.

36. The first question which arises concerns rates. So far as that is concerned, the rates charged by Mr. Soudagar, the partner in charge of this case, was within the guideline rates until his hourly rate increased to 4,230 dirhams per hour when that took him in excess of the guideline rate of AED 3,746. There are others, which are marginally over or under the guideline rates. The point which was made by Mr. Craig in relation to guideline rates is that guideline rates do not represent necessarily an end point, but only a start point. I agree. However, if the guideline rates are to be placed to one side, then it is necessary to demonstrate on reasonableness and proportionality grounds why it is that a higher fee would be payable than those which the guideline rates would suggest.

37. The broad submission which was made by Mr. Craig is that the rates were some years old, that inflation has taken its toll and that therefore I should allow the rates as claimed. Experience suggests that whilst inflation may have been a fact of economic life in the UAE as it has been elsewhere, many law firms in the DIFC jurisdiction charge rates which are equivalent to or even less than the guideline rates on a routine basis. There is no justification, therefore, in my judgment, in simply jettisoning the guideline rates on the basis of the effect of inflation, particularly without demonstrating how the effects of inflation from whatever source is used impact upon the rates that were fixed as guideline rates. In my judgment, therefore, the sums which should be permitted to be recovered by way of costs in this case should be the lower of either the guideline rate or the actual rate which is claimed. That will require a readjustment in respect of Mr Soudagar's fees after his fees increased.

38. The next question which arises then is whether the sums can be said to be reasonable and proportionate in relation to the various attendances. As far as that is concerned, the first group of attendances on which I need to focus are those concerning the Claimant, where there is a total of 6 hours and 30 odd minutes, which have been claimed. So far as that is concerned, that is to be read together with the work done on documents, because much of the work that was done in relation to attendances on the client was obtaining instructions in relation to the preparation of witness statements and the like. I am prepared to accept that it would be appropriate to have an Arabic speaker involved in the process, given the local nature of the dispute. But nonetheless, that must be weighed together with the work done on documents. I am prepared to permit the sums which have been claimed for attendances on the client as claimed, because in the aggregate they are reasonable and proportionate. But there will be adjustments in relation to the work on documents to which I turn in a moment.

39. So far as attendances on opponents are concerned, they are what they are and it is not suggested on behalf of the paying party that the hours claimed do not reflect the attendances that actually took place.

40. So far as attendances on others are concerned, that is effectively about 12 hours, give or take. That is all in respect of attendances or largely attendances on counsel, because counsel was involved in commenting upon draft documents as well as preparing a skeleton and attending the hearing. Those attendances are, in my judgment, ones that should be allowed, but in allowing that I take account of the adjustments I will be making on work on documents which I come to in a moment.

41. The next factor that is relevant concerns attendances at the hearing. There are no less than five fee earners who attended this hearing, which results in a total of in excess of AED 31,000 odd being accumulated on the assumption of the two-hour hearing. In fact, the hearing has lasted about 3 hours as a result of giving an extempore judgment. Can the attendance of five fee earners be justified on grounds of reasonableness and proportionality? It clearly cannot. If the Claimant wishes to have five fee earners attend a hearing of this sort, then that is its privilege, but it is not something which should be visited on the losing party. I allow the attendance of Mr Soudagar and I allow the attendance of Mr. James, I do not allow the attendances of anyone else, and they are simply excluded.

42. It is now necessary to turn to the work done on documents. Work done on documents must be viewed in the context of counsel's fee of AED 347,445, which itself comes to about GBP 70,000. Mr. Craig informed me and I accept that that work included everything that he was involved in doing in this case, which included the hearing, the skeleton and also work done on documents. In circumstances, where counsel is being paid AED 347,000 for a hearing which was scheduled to last two hours, a very significant element in the makeup of the fees is likely to have been work on documents.

43. Against that background, I turn to the work on documents and the standout figures which cry out for justification Are Mr. James on nearly 40 hours and Miss Frolova on nearly 17 hours as well as a number of other fee earners involved as well. That has to be read together with the fact that Mr. Soudagar has claimed in excess of 11 and a half hours work on documents as well.

44. Looked at in the round, this is in excess of what is reasonable and proportionate. It involves, as I judge it, significant levels of duplication that is made worse given the counsel was heavily involved as well. In those circumstances, the question is whether I should carry out a reduction across each individual fee earner. That is what I would do in a summary assessment in England because I would be able to identify the work that was being done and therefore arrive at a judgment as to who was most appropriate to do what and for how long. That is not information available to me in this case. Therefore, I have no choice but to take a very broad brush to the work done on documents, and I direct that the total be reduced by one-third. So the total work for on documents should be added up. The total, thus resulting, should be reduced by one-third.

45. That leaves counsel's fees. Counsel's fees are high for an application of this sort, which was due to last two hours, although I accept that the application was likely to be of some importance for the Claimant, and I accept that a significant amount of work was done on the skeleton submissions. Even so, the sums claimed are in excess of what is reasonable and proportionate and I reduce counsel's fees as recoverable on that basis to AED 300,000. With those adjustments, I assess costs.