IN THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

BETWEEN

LARMAG HOLDING B.V.

Claimant

and

(1) FIRST ABU DHABI BANK PJSC
(2) FAB SECURITIES LLC
(3) MR ABDULLA SAEED BAKHEET OBAID ALJABERI
(4) MR ALI MOHAMMED
(5) ELITE HOLDING GROUP LIMITED

Defendants

ORDER WITH REASONS OF JUSTICE SIR RICHARD FIELD

UPON the Order of Justice Sir Richard Field dated 2 September 2022 (the "September Order") ordering that unless the Third Defendant complies with the obligations in the Order dated 2 September 2022 within 18 days, the Third Defendant is debarred from taking any further steps in these proceedings (and any appeal in relation thereto)

AND UPON the Third Defendant's Appeal Notice dated 3 October 2022 seeking permission to appeal ("Permission Application") against the September Order

AND UPON considering the Judgment of Justice Sir Richard Field herein dated 15 August 2021 (the "Judgment")

AND UPON considering Rule 44.19 of the Rules of the DIFC Courts (the "RDC")

IT IS HEREBY ORDERED THAT:

1. The Permission Application is dismissed.

2. There shall be no order as to costs.

Issued by:
Delvin Sumo
Assistant Registrar
Date of issue: 22 November 2022
At: 2pm

SCHEDULE OF REASONS

1. Pursuant to the September Order , the Third Defendant ("Mr Aljaberi") was debarred, as of 20 September 2022, from taking any further steps in these proceedings (and any appeal in relation thereto) because he had failed to comply with the obligations set out in paragraph 1 of the September Order .

2. Mr Aljaberi seeks to rely on two documents that he contends will lead to the setting aside of the Judgment which in turn will lead to the setting aside of the September Order, the Judgment being at the heart of that September Order.

3. It was the Claimant's case at trial that Mr Aljaberi dishonestly and fraudulently induced it to transfer Euro 70 million Reditum bonds (the "Bonds") to a bank account in his name held by the Second Defendant on terms that Larmag would receive a EUR 20 million pre-payment which was never paid. It was common ground that these Bonds were indeed transferred to Mr Aljaberi by delivery to his said bank account.

4. It was Mr Aljaberi's case at trial that he had had no dealings with the Claimant about a purchase of the transferred Bonds and that he believed that the Bonds in question had been transferred to him by a Mr John Varoujan pursuant to an agreement made in 2016.

5. The first document relied on by Mr Aljaberi in support of the instant application purports to bear the date 21 November 2016 and is headed "Agreement to Extend Debt Payment". Its wording is to the effect that a debt of 172 million Euros is overdue from Mr John Varoujan's company, Gold Standard Corporation, ("GSC") to a company, owned by Mr Aljaberi, Ain Abu Dhabi Investment, and in consideration of Mr Aljaberi's forbearance GSC will transfer to Mr Aljaberi's company 70 million Euros worth of unnamed bonds.

6. The Court held (see in particular para 173 of the Judgment) that Mr Aljaberi's evidence that he believed that the Bonds transferred to his account had been transferred by Mr Varoujan was so riddled with inconsistences that he had concocted this evidence. Examples of these inconsistencies are the following: (i) he pleaded in his Defence that he had acquired the Bonds from an unnamed "previous bondholder" when in

fact he had known Mr Varoujan's name since 2002/2003; (ii) in answering a request for further information Mr Aljaberi stated in his response dated 8 May 2020, which was verified with a statement of truth signed by him, that the agreement with Mr Varoujan was not in writing but was made orally; however, in his oral evidence he testified that there had been a written agreement under which Bonds were to be paid into his bank account by Mr Varoujan but he (Mr Aljaberi) had not realised he had to produce the document to the Court; (iii) Mr Aljaberi's original case was that he had not heard from Mr Varoujan for two years prior to the Bonds being received into his account but he then testified that Mr Varoujan had called him three weeks before he (Mr Aljaberi) was informed by his bank that some Bonds had been received and Mr Varoujan told him he was transferring Reditum Bonds to his account; (iv) Mr Aljaberi in fact received an email from the Second Defendant on 3 July 2018 whose subject was "Larmag Holding transfer of Euro 70 million nominal Reditum bonds" to which Mr Aljaberi responded, which made it plain that he well knew that the Bonds that had arrived in his account were transferred by the Claimant and not Mr Varoujan; and (v) Mr Aljaberi wound up his company Ain Abu Dhabi Investment, which on his case was the creditor under the "Agreement to Extend Debt Payment" well before the Bonds were transferred into his account.

7. Given the slippery, contradictory and unconvincing evidence given at the trial by Mr Aljaberi about the Bonds having come into his bank account from Mr Varoujan, Mr Aljaberi's Permission Application to have the September Order set aside on the basis of the "Agreement to Extend Debt Payment" document has no prospect of success and for that reason fails to satisfy the requirements of RDC 44.19 .

8. The second document relied on by Mr Aljaberi to support his Permission Application,is a written proposal on behalf of the Claimant sent to Mr Aljaberi's purported company, Elite Holding Group, that, if requested to do so, the Claimant would take back the 70 million Euro Reditum bonds upon payment by Elite Holding Group of 21 million Euros. There is nothing whatsoever in this document that is inconsistent with the Claimant's case at trial or which supports Mr Aljaberi's case at trial and any reliance on it by Mr Aljaberi in an attempt to set aside the September Order is therefore hopeless and has no prospect of success for the purposes of RDC 44.19.

9. It is arguable that Mr Aljaberi is debarred by the September Order from seeking to appeal that order. The determination contained herein of Mr Aljaberi's application for permission to appeal the September is without prejudice to that contention.