Claim No: SCT 262/2017

THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

In the name of His Highness Sheikh Mohammad Bin Rashid Al Maktoum, Ruler of Dubai

IN THE SMALL CLAIMS TRIBUNAL OF DIFC COURTS

BEFORE SCT JUDGE MAHA AL MEHAIRI

BETWEEN

HAIMA GROUP MANAGEMENT LTD

Claimant/Respondent

and

HEBER BANK PJSC

Defendant/Applicant

Hearing:**19 October 2017**

Further Submissions:**24 October 2017**

Stay of proceedings due to settlement negotiations: **12 December 2017**

Judgment:**20 December 2017**

JUDGMENT OF SCT JUDGE MAHA AL MEHAIRI

UPON hearing the Respondent/Claimant and the Applicant/Defendant;

AND UPON reading the submissions and evidence filed and recorded on the Court file

IT IS HEREBY ORDERED THAT:

1.The Defendant's Application to contest jurisdiction is dismissed.

2. The DIFC Courts have jurisdiction to hear this dispute. The SCT Registry will proceed with this case as appropriate.

3. Each party shall bear their own costs as to the Application.

Issued by:

Ayesha Bin Kalban

SCT Judge

Date of issue: 20 December 2017

At: 3pm

THE REASONS

Parties

1.The Respondent/Claimant is Haima Group Management LTD, a multinational business process outsourcing company focused on customer experience and operations outsourcing and operating in Africa, Europe and the Middle East (hereafter the "Claimant").

2. The Applicant/Defendant is Heber Bank PJSC, a Dubai based bank (hereafter the "Defendant").

Background and the Preceding History

3. From the brief pleadings provided thus far, it appears that the Claimant has been a bank account holder with the Defendant since 1 December 2015 (the "Claimant Bank Account").

4. The Defendant at the request of the Claimant on 20 December 2016, issued an irrevocable and unconditional letter of Guarantee in the amount of three hundred eighty thousand Saudi Riyals (the "Guarantee") in favour of Heleentje Company, in the Kingdom of Saudi Arabia (the "Beneficiary") from the Claimant Bank Account in connection with a tender bond for the Beneficiary's invitation to tender for a Care Service Support Model, provided to Henning a telecommunications services company under a bid bond number (the "Bid Bond"). Accordingly, the full amount has been debited from the Claimant's Bank Account, including extra provisions, totaling AED 417,893.

5. The Bid Bond sets forth quite specific language that must be included in any complying demand by the Beneficiary under the Bid Bond, that is, a demand setting forth "[the Beneficiary's] written statement certifying that the Claimant have withdrawn their tender within its validity period or any extension thereof and or after accepted by [the Beneficiary] have failed to enter into a contract or have failed to deposit the performance bond within the prescribed period following the award of contract". These are the specific conditions justifying the submission of a complying demand by the Beneficiary pursuant to the terms of the Bid Bond.

6. On 9 August 2017, the Defendant issued the Guarantee to the Beneficiary without the Claimant's authorisation, with none of the conditions as set out in the Bid Bond currently being met; any demand made by the Beneficiary, if indeed such a demand has been made, is, therefore, completely non-compliant and invalid pursuant to the terms of the Bid Bond itself. Furthermore, at no time has the Defendant, pursuant to a well-established banking code of conduct, shared a copy of any alleged demand by the Beneficiary with the Claimant.

7. The Bid Bond expired on 31 March 2017, and there was no provision in the Bid Bond for an extend or pay request by the Beneficiary and any request for an extension was not in compliance with the terms of the Bid Bond. The Defendant's acceptance of this extend or pay request by the Beneficiary and the Defendant's designation of it as "valid" demonstrate the Defendant's disregard for the terms of the Bid Bond and its fiduciary duty to the Claimant as the Defendant's customer.

8. Furthermore, the Claimant agreed to an extension of the term of the Bid Bond to 30 July 2017. The Claimant has to date not received a complying demand from the Beneficiary.

9. The Defendant's unauthorised and invalid debit of the Guarantee amount pursuant to a fully non-compliant Demand by the Beneficiary and the Defendant's outgoing remittance to the Beneficiary constitute a material breach of the terms of the Bid Bond insofar as any Demand by the Beneficiary was itself non-compliant and out-of-time.

10. As a result of the Defendant's action of unauthorised debit of the Guarantee amount from the Claimant's Bank Account, the Claimant, has been put by the Defendant in a position where three of its issued cheques have bounced due to lack of funds in the Claimant's Bank Account. Furthermore, the Defendant has shut down the Claimant's Bank Account knowing very well that the Claimant's lack of liquidity is due to the direct action of the Defendant.

11. The Claimant sent official notices to the Defendant to settle the matter but the Defendant has failed to resolve it to date. On 28 September 2017, the Claimant filed a claim in the DIFC Courts' Small Claims Tribunal (the "SCT") for the Defendant's reversal of the unauthorised debit amount in connection with the Guarantee. The Claimant would also like to have the Claimant's Bank Account immediately restored and take all necessary steps to erase any negative record from the UAE Central Bank in connection with the Claimant's inability to honour its issued post-dated cheques. The Claimant is also claiming that the Defendant is liable for all legal direct and indirect damages, including but not limited to lost profits and loss of economic opportunity, including the legal fee. The Claimant claimed a total of USD $ 136,240 against the Defendant.

12. The Defendant responded to the claim on 8 October 2017, by contesting the jurisdiction of the DIFC Courts and the Small Claims Tribunal over the dispute.

13. On 19 October 2017, I heard the submissions of the Claimant and Defendant at the jurisdiction hearing.

The Claimant's Arguments at the Hearing

14. The Claimant contends that the subject matter falls within the jurisdiction of DIFC courts in accordance with Article 5 of Dubai Law No. 12 of 2004 as amended (the "judicial authority law"). Article 5A(1) of the Judicial Authority Law sets out five jurisdictional gateways which confer exclusive jurisdiction on the DIFC Courts to hear and determine disputes, the first of which is:

> "(a) civil or commercial claims and actions to which the DIFC or any DIFC Body, DIFC Establishment or Licensed DIFC Establishment is a party."
>
> As the Claimant is a duly incorporated DIFC entity, the Claimant's dispute falls within the DIFC Courts' jurisdiction.

15. Furthermore, the Claimant referred to clause 7 of the Heber Guarantee Agreement (the "Guarantee Agreement"), which states that the courts of the United Arab Emirates shall have non-exclusive jurisdiction over any dispute arising, and DIFC courts are indeed courts of the United Arab Emirates. Hence by virtue of the Judicial Authority Law, the Claimant submits that the proper venue for hearing this claim lies within the DIFC

courts.

16. The Claimant adds that the subject matter is in connection with the Guarantee Agreement and pertains to the issues primarily in DIFC and secondarily in Dubai, and have nothing to do with KSA. The Claimant is in regular contact with the Defendant's staff in Dubai who have been assigned by the Defendant to handle the subject matter and advise the Claimant as required. The funds in question were debited from the Claimant Bank Account in accordance with the Guarantee Agreement. The Claimant has no contractual arrangements with Heber Trade Services Riyadh KSA ("Heber KSA"), and has never been directly in touch with any Heber KSA staff pertaining to the subject matter. The Claimant is not a party to whatever commercial arrangements the Defendant has entered into with Heber KSA as correspondence bank for the purposes of the Bid Bond. Hence the jurisdiction clause of KSA in connection with the Bid Bond is not relevant to the subject matter as it is not applicable to the Claimant.

17. In the hearing the parties were requested to address the following issues: the DIFC Judicial Authority law, DIFC courts Opt-out clause, and the contractual relationship between the Claimant and Heber The Claimant responded as follows:

DIFC Judicial Authority Law

18. The subject matter falls under the jurisdiction of DIFC courts in accordance with the Judicial Authority Law:

> "Article 5A(1) of the Judicial Authority Law sets out five jurisdictional gateways which confer exclusive jurisdiction on the DIFC Courts to hear and determine disputes, the first of which is: "(a) civil or commercial claims and actions to which the DIFC or any DIFC Body, DIFC Establishment or Licensed DIFC Establishment is a party."

19. According to Article 2 of the Judicial Authority Law, DIFC Establishment is defined as, "Any entity or enterprise established, licensed, registered or authorized to carry on business or conduct any activity within the DIFC pursuant to DIFC Laws, including Licensed DIFC Establishments.". Since the Claimant is a duly incorporated "DIFC Establishment", DIFC courts' exclusive jurisdiction is applicable as per the Judicial Authority Law sited below.

20. The Claimant cited a couple of case law to support its case

(a) Corinth v Barclays Bank - CA 002/2011: it was held by DIFC courts in paragraph 84 that:

> "(84) . Access through the gateway provided by paragraph (a) of Article 5(A)(1) is available in the case of civil or commercial claims and actions to which a Licensed DIFC Establishment is a party. Once it is shown that the party by or against whom the civil or commercial claim is brought is an entity or enterprise licensed, registered or authorized by the DFSA to provide financial services or to conduct any other activities in accordance with the DIFC Laws, the requirement under paragraph (a) is met. The jurisdiction exists ad hominem: there is no further "transaction based" requirement, comparable to those imposed under paragraphs (b) and (c) of Article5(A)(1)."

(b) Allianz Risk Transfer v Al Ain Ahlia Insurance - DIFC CFI 012 / 2012: The DIFC Courts held that it has jurisdiction to hear Allianz's claim on the basis that it is a DIFC Establishment and therefore, jurisdiction is founded under the gateway provisions in Article 5 of the Judicial Authority Law.

No DIFC Courts Opt-out clause

21. Article 5A(1) of the Judicial Authority Law sets out five jurisdictional gateways as stated above, as per the Guarantee Agreement, the parties did not opt-out of the exclusive jurisdiction of the DIFC courts in favor of local (non-DIFC) Dubai courts. Clause 7 of the Guarantee Agreement states that the courts of the United Arab Emirates shall have nonexclusive jurisdiction over any dispute arising, and it is an established practice that the DIFC Courts are categorized as courts of the United Arab Emirates. Hence, by virtue of the Judicial Authority Law, the Claimant submits that the proper venue for hearing this claim lies within the DIFC Courts.

22. In Allianz Risk Transfer AG Dubai Branch v Al Ain Ahlia Insurance Company PJSC, the DIFC Courts held in paragraph 40 that no written opt-out agreement in any form has been put forward by the Defendant to litigate outside the exclusive jurisdiction of the DIFC Courts. This is in line with the Claimant's argument since there is no "opt-out" clause set out in the Guarantee Agreement in connection with DIFC Courts exclusive jurisdiction under Judicial Authority Law.

The Claimant's contractual relation with Heber **KSA**

23. The Claimant reiterates that the subject matter is in connection with the Guarantee Agreement and pertains to the issues primarily within the DIFC and secondarily in Dubai, and have nothing to do with KSA. The Claimant is in regular contact with the Defendant's staff in Dubai who have been assigned by the Defendant to handle the subject matter and advise the Claimant as required. The funds in question were debited from the Claimant Bank Account in accordance with the Guarantee Agreement. The Claimant has no contractual arrangements with Heber KSA, and has never been directly in touch with any Heber KSA staff pertaining to the subject matter. The Claimant is not a party to whatever commercial arrangements the Defendant has entered into with HeberKSA as correspondence bank for the purposes of the Bid Bond. Hence the jurisdiction clause of KSA in connection with the Bid Bond is not relevant to the subject matter as it is not applicable to the Claimant.

24. Furthermore, Heber KSA was selected solely by the Defendant with no input from the Claimant on the selection process. The Claimant also understands that Heber KSA is a branch of the Defendant, and the Defendant as such is fully liable for Heber's legal obligations and should be held responsible for acts and omissions of Heber

The Defendant's Arguments at the Hearing

25. In the hearing the Defendant submitted that the DIFC Courts is not the proper venue to determine this dispute. The Defendant's principal

position under UAE law is that it should be sued in the jurisdiction where it is domiciled or incorporated. This is a fundamental right of any party being sued and is the correct starting point when looking at issues of jurisdiction.

26. The Defendant made it clear in the hearing that it is a bank incorporated onshore in the UAE and Heber KSA, the entity providing the Bid Bond as per the Claimant's request, is domiciled in the Kingdom of Saudi Arabia. There is no question of the Defendant being incorporated in the DIFC.

27. As per Dubai Civil Procedure law (Law 11 of 1992) cited in the original application, the basic position is that jurisdiction shall be vested in the court within whose area the Defendant has its domicile. It is clear that this is not the DIFC Courts and Dubai Courts is the proper Courts to look over the matter.

28. The Defendant also adds that Article 5 of Judicial Authority Law provides a number of gateways to confer jurisdiction on the DIFC Courts. However, this rule only applies in the absence of an express choice of the DIFC Courts' jurisdiction. Such a choice has been made. Article 5 is subject to the general principle, as enshrined in DIFC law, namely that contracting parties are entitled to decide where to litigate their disputes. It is indeed possible to opt out of the jurisdiction of the DIFC Courts and parties are entitled to do so pursuant to Article 13(1) of DIFC Law No. 10 of 2005 as amended (the Law relating to the application of DIFC Laws). Article 13(1) stipulates:

> **13.** Effectiveness of express submission to jurisdiction or arbitration
>
> (1) A submission to the courts of a jurisdiction in a contract shall be effective".
>
> The Defendant elaborates, the contractual intention of the parties should be upheld. In their case, it is clear that the parties did not intend for any disputes under their contractual arrangements to be litigated before the DIFC Courts.

29. Clause 7 of the Terms & Conditions accompanying the Application for the Issuance of a Bank Guarantee, clearly state that:

> "this Counter indemnity shall be governed by and constructed in accordance with the laws of the United Arab Emirates and the courts of the laws of the United Arab Emirates shall have non-exclusive jurisdiction over any dispute arising hereunder."

The DIFC Judicial Authority Law

30. The SCT should note that the entire purpose of the Claimant's application was to set up a Bid Bond for use in a tender process in the KSA. The Claimant is presently disputing the Bank's KSA entity making payment to a beneficiary in Saudi Arabia under the Bid Bond. This is the core of this dispute. The Defendant adds that the correct factual summary surrounding the dispute is as follows:

> (a) The subject matter of this dispute is in connection with the Guarantee Agreement which pertains purely to issues outside of the DIFC.
>
> (b) The crux of the dispute is a payment made in the KSA, to a KSA incorporated beneficiary under a bid Bond governed by KSA law which was requested by the Claimant. No services whatsoever were provided under the contract in the DIFC.
>
> (c) There is no question that the contract was entered into within the DIFC and is subject to DIFC Law.
>
> (d) The funds in question were debited from the Claimant's Bank Account which is based onshore in the UAE (Hercule Branch).

31. The Defendant also addressed the following issues: the DIFC Judicial Authority Law, DIFC Courts opt-out clause and the contractual relationship between the Claimant and Heber KSA:

32. As set out by the Defendant, the exclusive jurisdiction of the DIFC Courts under the gateway provisions cannot be read in isolation. It is subject to Article 13(1) of DIFC Law No. 10 of 2005 regarding the submission to jurisdiction in contracts.

33. Pursuant to Law 10 of 2005, it is possible for parties to opt out of the jurisdiction of the DIFC Courts; parties (even if DIFC incorporated) are entitled to stipulate where to litigate their disputes.

34. In reply to the cases cited by the Claimant in support of its position that the DIFC SCT should hear this dispute, the Defendant argued that neither case assists the Claimant's argument. Both cases are entirely distinguishable from the factual matrix that the SCT has been presented with in this matter.

> *(a) Corinth v Barclays Bank - CA 002/2011*: This case is being cited by the Claimant as authority that the DIFC Courts should accept jurisdiction. On its facts, the jurisdiction was accepted by the court in Corinth, but it is entirely distinguishable from the present scenario. In *Corinth*, the Defendant bank had an incorporated entity and a jurisdictional presence in the DIFC. See para 2 of the judgment dated 22 January 2012:
>
> > "The Respondent [i.e. Barclays Bank, the Defendant in the matter] is a bank incorporated in England with an unincorporated branch office registered in the DIFC as a "Recognised Company" within the meaning of Article 115 of DIFC Law No.2 of 2009 (the **"DIFC Companies Law 2009"**) and which has been granted a Commercial Licence as well as a DFSA Licence." (Emphasis added)
> >
> > Given that in *Corinth*, the defendant, was incorporated in the DIFC and was being sued in the DIFC, the jurisdiction of the DIFC Courts is entirely uncontroversial and in line with established law. It is simply a matter of a defendant being sued in a jurisdiction in which it is based.
> >
> > The Defendant adds that the circumstances in this case are plainly different. The Defendant (incorporated onshore in Dubai with a KSA branch) is not a DIFC entity. It is not incorporated in the DIFC and has no other connection to the DIFC. Therefore, the reasoning

applied in the *Corinth* case to Barclays Bank cannot apply to Heber Bank PJSC, except as to say that the Defendant should be sued in its jurisdiction of domicile, this being outside the DIFC.

(b) Allianz Risk Transfer v Al Ain Ahlia Insurance - DIFC CFI 012 / 2012: the second case cited by the Claimant is also distinguishable on its facts from the current dispute. The Allianz case principally concerns the issue of forum non conveniens which is not being argued before the SCT and the parallel dispute that had been commenced in the Abu Dhabi Courts, which does not exist here. Contrastingly, the SCT should note that in *Allianz* it was not disputed that the reinsurance contract was concluded in the DIFC and that the primary mode of performance of the reinsurance contract (i.e. payment of an indemnity) would take place in the DIFC (in the event of a covered reinsurance claim). For example, paragraph 39 of the Allianz judgment, dated 24 April 2013:

"Furthermore the claimant submitted that the contract between the parties had been signed in the DIFC. The Defendant did not contest this [.]"

As explained in the Defendant's submissions, this is simply not the case here. There is absolutely no connection to the DIFC except for the bare fact that the Claimant has its place of business there. In fact, the entire dispute centres on events that took place outside the DIFC and primarily in Saudi Arabia.

No DIFC Courts Opt-out clause

35. The Defendant's contract with the Claimant contains a jurisdiction clause which makes clear that the Courts of the UAE have non-exclusive jurisdiction to hear disputes regarding the Application to Issue the Guarantee. The Defendant submits that this amounts to an effective opt out of the jurisdiction of the DIFC Courts. This is particularly evident when taken together with the remaining contractual matrix and the circumstances of the case.

The Claimant contractual relation with Heber **KSA**

36. The Defendant states that the Claimant stated in their submissions that the issues pertain "primarily in the DIFC, and secondary in Dubai, and have nothing to do with KSA". This is, with respect, disingenuous and grossly misleading. The Bid Bond which was issued by the KSA Branch of the Defendant is where the dispute is centred. In the Claimant's own letter before action, dated 30 August 2017, the subject of which is "Bid Bond.dated 20 December 2016", the Claimant goes into great detail about the various contractual provisions of the Bid Bond. The Claimant's letter states:

"As you are aware, the above referenced Bid Bond sets forth quite specific language that must be included in any complying demand by the beneficiary.. These are specific conditions justifying the submission of a complying demand".

The letter then goes on to assert that where a demand was made it is:

"completely non-compliant and invalid pursuant to the terms of the Bid Bond"

The letter concludes that the remittance to the Saudi Beneficiary:

"Constitutes a material breach of the terms of the Bid Bond [.]" (emphasis added)

37. In the Claimant's own words, the correct interpretation of the Saudi Bid Bond is the crux of the matter and the correct treatment of its terms and conditions will be of key importance to this case. The Bid Bond was drafted and prepared by the Defendant's KSA branch and was addressed to the Saudi beneficiary. It is specifically said to be governed by KSA law.

38. The Defendant also adds that should the SCT decide to accept jurisdiction on this case, it would need to interpret the terms of this Bid Bond under the relevant provisions of KSA law. This would likely require adducing expert evidence on the interpretation the provisions of the Bid Bond under Saudi law. Although not specifically stated in the Bid Bond, it is submitted that an implicit term of the Bid Bond is that it is subject to the jurisdiction of the Saudi Courts, given that it was (a) drafted and executed in Saudi Arabia, (b) is between two Saudi parties, and (c) relates to a project in Saudi Arabia; and (d) is governed by Saudi law.

39. As to the Claimant's point that was in regular contact with Heber's staff in Dubai and was never directly corresponding with Heber KSA staff, this is neither here nor there and adds nothing to the Claimant's arguments.

Discussion

40. Having considered the written submissions and the arguments put forward at the jurisdiction hearing, I find that this dispute falls within the jurisdiction of the DIFC Courts.

41. Rule 53.2 of the Rules of the DIFC Courts ("RDC") require that the SCT hear only cases that fall "within the jurisdiction of the DIFC Courts.". The jurisdiction of the DIFC Courts is determined by Article 5(A) of the Judicial Authority Law, which provides a number of limited gateways through which the DIFC Courts have jurisdiction over a claim, which are, as relevant:

"(a) Civil or commercial claims and actions to which the DIFC or any DIFC Body, DIFC Establishment or Licensed DIFC Establishment is a party;

(b) Civil or commercial claims and actions arising out of or relating to a contract or promised contract, whether partly or wholly concluded, finalised or performed within DIFC or will be performed or is supposed to be performed within DIFC pursuant to express or implied terms stipulated in the contract;

(c) Civil or commercial claims and actions arising out of or relating to any incident or transaction which has been wholly or partly performed

within DIFC and is related to DIFC activities; . . .

(e) Any claim or action over which the Courts have jurisdiction in accordance with DIFC Laws and DIFC Regulations. . . .

(2) . . . civil or commercial claims or actions where the parties agree in writing to file such claim or action with [the DIFC Courts] whether before or after the dispute arises, provided that such agreement is made pursuant to specific, clear and express provisions."

42. The Claimant is a DIFC registered and licensed entity. The Claimant's DIFC license is currently listed as "Active" and as such, the company is active and working in the DIFC jurisdiction. The contract between the Claimant and Defendant is with a company that is operating under the DIFC jurisdiction and as such, there is evidence that this case relates to "actions arising out of or relating to any incident or transaction which has been wholly or partly performed within DIFC and is related to DIFC activities." Furthermore, the claim relates to a bank transaction authorised by a DIFC registered entity located within the DIFC and therefore, subject to the DIFC laws and regulations.

43. There is no indication that the parties have clearly opted-out of the jurisdiction of the DIFC Courts, especially as the parties do not have a clear jurisdiction clause in the agreement signed between them. The Defendant makes several arguments against the finding of DIFC Courts jurisdiction, each of which will be addressed in turn.

44. First, the Defendant claims that the proper place to dispute the case is the Defendant's place of existence which is Dubai, which has nothing to do with the DIFC, while this may be relevant to the merits of the dispute it does not affect the core of the matter. The dispute at hand relates to an agreement with a party within the DIFC and a party located in Dubai, thus, the Defendant's existence outside of the DIFC jurisdiction does not deprive the DIFC Courts of jurisdiction over the dispute due to the existence of the Claimant in the jurisdiction.

45. The Defendant further states that the crux of the case is the Bid Bond that was issued in Heber KSA, as mentioned above, these allegations do not serve to remove this dispute from DIFC Courts' jurisdiction because the agreement is between two parties that are located in the UAE. In regard to the Bid Bond, the Defendant is the party that chose to deal with Heber KSA to issue the Bid Bond and the Claimant had no saying in the matter, as such the relationship is between Heber and Heber KSA and the Claimant is not a party to that contract.

46. Finally, the Defendant argues that Claimant has opted-out of the DIFC jurisdiction and the Courts of the UAE have non-exclusive jurisdiction over the matter disputed, the term that is used in the agreement is vague and not clear and does not state clearly that the Claimant has agreed to opt-out. If we look at the matter in another way, the DIFC Courts are courts of the UAE and they are technically included in the term "Courts of the UAE" as such the DIFC Courts have jurisdiction to hear the matter disputed because the Claimant did not agree to opt-out of the DIFC jurisdiction to start with.

47. Therefore, the Defendant's arguments are not persuasive. The DIFC Courts have jurisdiction over the underlying dispute and over the agreement between the parties as the Claimant is a DIFC company.

48. The Court is satisfied with the Claimant's argument for the case to be heard in the DIFC Courts, and for it to be heard in the SCT they must come under DIFC Courts' jurisdiction, as established above, and the case must also be appropriate for the SCT. As provided in RDC 53.2 and as relevant to this dispute, "The SCT will hear and determine claims within the jurisdiction of the DIFC Courts: (1) where the amount of the claim or the value of the subject matter of the claim does not exceed AED 500,000."

49. The Claimant is seeking USD 136,240, which is equivalent to AED 500,000, and thus, the case falls within the jurisdiction of the Small Claims Tribunal and should not be brought in any other forum of the DIFC Courts.

50. For the above cited reasons, I find that the Defendant's application to contest the DIFC Courts' jurisdiction must be dismissed as the DIFC Courts and the Small Claims Tribunal, in particular, clearly have jurisdiction over the matter.

51. Each party shall bear their own costs as to the application to contest jurisdiction.



Issued by:

Ayesha Bin Kalban

SCT Judge

Date of issue: 20 December 2017

At: 3pm