Claim No: CFI 087/2025

IN THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

N/A

BETWEEN

PHENIX

Claimant

and

PATTON

Defendant

ORDER WITH REASONS OF H.E. JUSTICE RENE LE MIERE

UPON the Claimant's Application No. CFI-087-2025/2 dated 13 July 2026 seeking an order that Patton join these proceedings as the Second Defendant and for permission to amend the Particulars of Claim (the "Application")

AND UPON the Consent Order dated 20 July 2026 (the "Consent Order") whereby the parties agreed to stay the Claim and all procedural orders and deadlines until the determination of the Application or further order of the Court

AND UPON the Trial listed from 18 November 2026 to 1 December 2026 before H.E. Justice Rene Le Miere (the "Trial")

AND UPON hearing Counsel for the Claimant and Counsel for the Defendant at the Application hearing held on 29 September 2026 before H.E. Justice Rene Le Miere (the "Hearing")

IT IS HEREBY ORDERED THAT:

1. The Application is refused.

2. Permission to amend is granted only for:

   (a) paragraphs 27.3.3 and 27.3.4, omitting the words "an account (as set out below) and/or";

   (b) paragraph 27.4.1A;

   (c) the first sentence of paragraph 27.4.7;

   (d) paragraphs 28.4, 28.6, 28.7, 28.8 and 28.10;

   (e) paragraph 28A, omitting the words "on the taking of the account and/or";

   (f) paragraph 29A; and

   (g) paragraph 31, as a claim against the Defendant only.

3. Otherwise, permission to amend is refused.

4. Within 7 days, the Claimant is to file and serve Amended Particulars of Claim and an amended Claim Form in accordance with order (2), deleting all references to a Second Defendant.

5. The Defendant may file and serve consequential amendments to its Defence, limited to the amendments permitted, within 14 days after service of the Amended Particulars of Claim.

6. The stay imposed by the Consent Order of 20 July 2026 is lifted. The trial listed for 18 November to 1 December 2026 is retained.

7. The directions to trial are varied in the terms of the draft consent order provided by the Defendant at page 780 of the Case Bundle, subject to the following:

   (a) the Court will settle the Final Issues List on the papers as soon as possible

   (b) By no later than **4pm (GST) on 15 October 2026**, any party may serve written questions for clarification; the other party is to answer by **4pm (GST) on 20 October 2026**.

8. Costs reserved. Each party may make written submissions within 14 days from the date of this Order.

Issued by:
Delvin Sumo
Assistant Registrar
Date of Issue : 12 October 2026
At: 2pm

SCHEDULE OF REASONS

A. Introduction

1. By Application No. CFI-087-2025/2 dated 13 July 2026 (the "Application"), the Claimant applies under Rule 20.7 of the Rules of the DIFC Courts ("RDC") to join Patton ("Patton Lebanon") as the Second Defendant to these proceedings. The Application states that it is supported by the draft Amended Particulars of Claim dated 3 July 2026 (the "draft APOC") and the supporting witness statement dated 13 July 2026.

2. The Application seeks only a joinder. However, the draft APOC is not confined to amendments required to add Patton Lebanon. It also proposes substantial amendments to the claim against the Defendant. The Claimant, in submissions, asked that the Particulars of Claim be amended in the form of the draft APOC. The Respondents treated the Application as made both for joinder and for permission to amend under RDC 18.2(2) and argued it on that basis. I have dealt with it in the same way.

3. The Defendant and Patton Lebanon (together, the "Respondents") opposed the Application and made joint submissions. Patton Lebanon attended the hearing without submitting to the Court's jurisdiction and reserved its right to contest the Court's jurisdiction and to seek a stay if it were joined.

4. The Court heard the Application on 29 September 2026. The Respondents asked the Court to decide the Application at the end of the hearing so that preparation for trial could continue. I announced my decision at the end of the hearing and gave brief ex tempore reasons. I said that full written reasons would follow, and that if anything in the *ex tempore* reasons is inconsistent with them, the written reasons prevail. I also said that time for any application for permission to appeal runs from the date the written reasons are delivered. These are those reasons.

5. In summary:

(a) the Application to join Patton Lebanon as Second Defendant is refused;

(b) permission to amend is granted only for the amendments the Respondents do not oppose, together with consequential amendments, and is otherwise refused;

(c) the stay of the directions imposed by the Consent Order of 20 July 2026 is lifted, and the Trial listed for 18 November to 1 December 2026 is retained;

(d) the directions to Trial are varied; and

(e) costs are reserved.

6. The Court's assessment of whether the trial dates can be kept if the Application is refused forms part of the reasons. That question comes before the exercise of the joinder discretion, and I deal with it first in Section F of this Order.

B. Background

B1 The parties

7. The Claimant, Phenix, is a reinsurance underwriter. The Defendant, Patton, is a company in the DIFC. The proposed Second Defendant, Patton Lebanon, is a company incorporated in Lebanon.

8. The Defendant and Patton Lebanon are both subsidiaries of Patton Purity, a company incorporated in Luxembourg. The Defendant pleads that they are independent companies with separate governance and separate financial affairs. It accepts that they trade with each other under a service-level agreement and share certain back-office functions.

B2 The Claimant's engagement

9. The Claimant pleads that he was employed by Patton Lebanon from 16 October 2012 to 1 January 2024. He relies on an employment offer dated 16 October 2012 (the "Employment Offer"), which is annexed to the Particulars of Claim. The Employment Offer contains no choice of law clause.

10. The Defendant pleads that Patton Lebanon engaged the Claimant as a consultant, not as an employee. It relies on a consultancy agreement dated 12 November 2012 (the "Consultancy Agreement"). Article 10 of the Consultancy Agreement provides that Lebanese law applies to the agreement "for its interpretation" and that "in case of any dispute the Lebanese courts remain competent". In his Reply, the Claimant denies that the Consultancy Agreement governed his engagement. Accordingly, which document governed the Claimant's relationship with Patton Lebanon is disputed.

11. The Claimant then entered into an employment contract with the Defendant (the "Employment Contract"). He pleads that his employment commenced on 1 January 2024. The Defendant pleads that it commenced on 1 February 2024, following a delay for visa processing, and that the Employment Contract was signed on 12 February 2024.

12. Clause 4(d) of the Employment Contract provides:

"Profit Sharing Scheme: Employee will be allowed a yearly Profit-share Commission of 5% of the Net Underwriting profits on portfolio underwritten by the employee, after deduction of all retrocession costs, claims, commissions, and direct acquisition cost, etc. as per company Profit Sharing Scheme".

13. The Claimant resigned on 21 October 2024. His employment terminated on 21 April 2025.

B3 The claim

14. The Claimant commenced these proceedings in October 2025. His Particulars of Claim are dated 8 October 2025. The claim primarily concerns unpaid or underpaid profit share, and also includes claims for a termination bonus, a restrictive covenant bonus, accrued but unpaid annual leave, a penalty under Article 19(1) of the DIFC Employment Law, and other benefits. The total amount pleaded is approximately AED 6,055,627.57.

15. The Claimant pleads that, when the MENA treaty business was consolidated under the Defendant, his employment and accrued rights with Patton Lebanon were novated or transferred to the Defendant. He relies on that novation to claim profit share for periods before his employment with the Defendant began. He also pleads a representation by the Defendant on which he relied, which led him not to bring any action against Patton Lebanon (Particulars of Claim [12]).

16. The profit share claim is brought for breach of contract. It concerns the years 2023, 2024 and 2025 and rests on seven alleged breaches (Particulars of Claim [27]). These include:

(a) the attribution of flood losses;

(b) the allocation of retrocession premium costs;

(c) the treatment of doubtful receivables; and

(d) non-payment of profit share for 2024 and 2025.

B4 The Defendant's case concerning Patton Lebanon

17. The Defendant denies the alleged novation. Since its original Defence of 7 November 2025, the Defendant's primary case has been that:

(a) the Claimant wrongly conflates Patton Lebanon, for which he sourced reinsurance business, with the Defendant;

(b) the Defendant has no liability for profit share on business written or sourced before his employment with the Defendant began, or on business he referred afterwards on behalf of Patton Lebanon; and

(c) Patton Lebanon "continued to assume liability in respect of profit share bonus" (Defence [31]).

18. The Re-Amended Defence maintains the case. It pleads that any entitlement to profit share on business written through Patton Lebanon, whether before or after the Claimant's employment with the Defendant began, "lies against Patton Lebanon only" under the Consultancy Agreement ([44]). The Defendant also pleads that on 16 October 2024, Patton Lebanon paid the Claimant USD 43,352 as profit share for the 2023 and earlier underwriting years, as it had done in previous years.

19. In the alternative, the Defendant pleads that, if it is liable in principle, Patton Lebanon's finance team calculated the profit share. That team applied the principles annexed to the Defence (Annex C) to the preceding underwriting year (Re-Amended Defence, [46]). The Defendant further pleads that, insofar as it explains Patton Lebanon's accounting practice and treatment of profits, it obtained that information from Patton Lebanon or confirmed it with Patton Lebanon ([55]).

20. On the Defendant's own case, the question of whether the Defendant or Patton Lebanon is liable for the Claimant's profit share is at the centre of the existing proceedings. On either party's case, the amount due depends largely on how Patton Lebanon calculated it.

C. Procedural history

C1 Pleadings

21. The Claimant filed his Particulars of Claim on 8 October 2025. The Defendant filed its Defence on 7 November 2025. As noted in paragraph 17, the Defence pleaded that Patton Lebanon, not the Defendant, was liable for the Claimant's profit share (Defence [16(b), [31]).

22. The Claimant's Reply is dated 28 November 2025. In it, the Claimant:

(a) reserved the right to add Patton Lebanon to the proceedings to obtain certain disclosure (Reply [31.4]); and

(b) reserved his rights to apply to add other entities within the group structure "[s]hould it prove necessary in the interests of the overriding objectives of the Court and to resolve all the matters in these proceedings and/or deal with all issues" (Reply [62]).

23. The Defence was amended on 30 January 2026 and re-amended on 26 June 2026. The corresponding Replies are dated 16 February 2026 and 23 June 2026. The Claimant says the Defendant did not settle its pleaded position until the Re-Amended Defence, which was filed after the date for witness evidence. Among other things, the Re- Amended Defence pleaded a limitation defence. In the amended pleadings, the Defendant also relied on Patton Lebanon's principles for calculating profit share.

C2 The CMC Order

24. After a case management conference on 26 January 2026, the Court issued its directions to trial by an Order dated 11 February 2026 (the "CMC Order"). The trial was listed for an in-person hearing from 18 November to 1 December 2026. The Court dismissed the Defendant's application for a split trial and ordered the Defendant to pay the costs of that application. The Court also gave permission for forensic accounting expert evidence.

25. The parties filed and exchanged witness statements. They served their proposed lists of issues for the experts under [20] of the CMC Order. The parties dispute whether [21] has been complied with. On 7 July 2026, the Defendant sent the Claimant a revised list, which the Claimant did not accept. Both parties identified their forensic accounting experts on 22 June 2026.

C3 Document production

26. By an Order with Reasons issued on 2 July 2026 (the "DPO"), the Defendant was ordered to produce documents across several categories. The DPO required compliance by 23 July 2026.

C4 The Application and the stay

27. On 3 July 2026, the day after the DPO was issued, the Claimant's solicitors wrote to the Defendant's solicitors proposing to join Patton Lebanon. They attached a draft amended claim form and the draft APOC, citing the Defendant's "Re-Amended Defence, disclosures and ongoing developments in the case in light of the Disclosure Order" as the reason. Further correspondence followed on 7, 9 and 10 July 2026. On 10 July 2026, the Defendant refused to agree to a stay of the directions, on the ground that the timetable to trial was already extremely tight.

28. The Claimant issued the Application on 13 July 2026, supported by a witness statement from Ms Raghad Hammad. The Application also sought a stay of the directions set out in the CMC Order.

29. On 14 July 2026, the Defendant agreed to stay the proceedings pending determination of the Application. By a consent order dated 20 July 2026 (the "Consent Order"), the claim and all procedural orders and deadlines were stayed until the Application was determined or the Court made a further order. As a result, compliance with [21] onwards of the CMC Order and the DPO was suspended.

30. The Respondents filed the first witness statement of Ms Thenjiwe Pamela Moyo, dated 10 August 2026 ("Moyo 1"), in opposition to the Application. In that statement, Patton Lebanon stated that it contests the DIFC Courts' jurisdiction, does not submit to them, and reserves the right to seek a stay or dismissal on forum non conveniens grounds (Moyo 1 [63]).

C5 Events before the Hearing

31. On 8 September 2026, the Defendant's solicitors wrote proposing revised trial directions if the Application were refused. They confirmed that the Defendant would complete production under the DPO before the Hearing. The Claimant's solicitors said the Claimant's expert could meet the proposed dates, subject to the final issues list being settled. The parties then agreed to a draft consent order varying the trial directions (bundle page 780). The only points of difference were the final list of issues for the experts and whether written questions to the experts should be allowed. On 22 September 2026, the Court delivered reasons relating to the DPO.

32. The Defendant undertook to complete the production ordered by the DPO by 25 September 2026. On 21 September 2026, the Claimant's solicitors inquired about outstanding production. At about 1am on Saturday 26 September 2026, the Defendant produced approximately 100 megabytes of documents, accompanied by a signed disclosure statement. By the Hearing, the Claimant had not been able to review that material. On an initial reading of the disclosure statement, the Claimant's counsel submitted that Requests 7 and 50 might not have been fully complied with. The Defendant's instructions were that it had complied.

33. Until the week before the Hearing, the Claimant's position was that the trial dates could be kept if the Application were refused. In a skeleton argument filed with the Court's permission on the Friday before the hearing, the Claimant submitted that the trial dates were unlikely to be maintained in any event ([5]).

34. On 28 September 2026, the parties exchanged separate lists of issues for the experts, accompanied by brief written submissions. At the time of the Hearing, those lists had not yet been filed. The Respondents said that seven questions remained in dispute. The Claimant said his list might need revision in light of the documents produced on 26 September 2026.

C6 The Hearing

35. The Application was heard on 29 September 2026. Ms Maria Mulla appeared for the Claimant, and Mr Mohinderpal Sethi KC for the Respondents. The parties agreed that the Court would not decide the final list of issues for the experts at the hearing and could settle it on the papers. At the Hearing, the Claimant confirmed his instructions that the trial dates could be kept if the Application was refused. His expert confirmed he could comply with the revised directions.

D. The proposed amendments

36. The draft APOC does more than add Patton Lebanon. It also adds new causes of action against the Defendant, a claim for an account, new statutory claims, and a larger quantum. It increases the amount claimed from AED 6,055,627.57 to AED 9,452,122.52. The Respondents accept that part of that increase corrects arithmetical errors in the original pleading (Moyo 1 [105(f)]).

37. The amended Claim Form names Patton Lebanon as the Second Defendant. It states that DIFC law governs the dispute and relies on clause 16 of the Employment Contract and RDC 20.7 as the basis for the Court's jurisdiction.

38. For convenience, I group the proposed amendments as follows.

D1 The joinder amendments

39. The joinder amendments are those intended to add Patton Lebanon as Second Defendant:

(a) [2A] pleads that the Defendant and Patton Lebanon are members of the same group, under common ownership and control, sharing senior management and certain back-office functions, and that they "operated as a single economic unit". The Claimant now says that this plea is not a separate cause of action and that "nothing turns on it" beyond the underlying facts (Hammad 2 [40]);

(b) [3A] identifies Patton Lebanon as a member of the group incorporated in Lebanon;

(c) [13A] pleads, in the alternative to the novation case at [12]-[13], that if the Claimant's accrued rights and entitlements for the period from 16 October 2012 to 31 January 2024 were not novated or transferred to the Defendant, they "remain due and owing" by Patton Lebanon under the Employment Offer and/or the Consultancy Agreement. The rights and entitlements identified are unpaid or underpaid profit share, the termination and end-of-service bonus, and "the other benefits pleaded below". The final sentence of [13A] provides that, "save where the context otherwise requires", later references to "the Defendant" or "the First Defendant" are to be read in the alternative as references to "the First and/or the Second Defendant"; and

(d) Consequential changes throughout the pleading include inserting "First" or "Second" before "Defendant" or substituting "Defendants". They include the claim in [31] for AED 9,452,122.52 "against the First Defendant and/or the Second Defendant" and the alternative claim for damages against either Defendant in [31B].

40. The draft APOC does not plead the law governing the claim against Patton Lebanon. It does not plead any term of the Consultancy Agreement.

D2 Further particulars of existing claims

41. [27.3.3]- [27.3.4] provide further particulars of the existing complaint regarding doubtful receivables at [27.3.2]. Those paragraphs also refer to the Claimant seeking an account.

42. [27.4.1A] quantifies the existing termination bonus claim at AED 513,774.87. It relies on the Defendant's calculation in the "Full and Final Settlement" document dated 9 May 2025, which treats the Claimant's service as continuous from 12 November 2012. [28.4] is accordingly amended. The Respondents note that [27.4.1A] appears inconsistent with the calculation in [27.4.1].

43. The other amendments to the particulars of loss at [28] are:

(a) a new head for accrued vacation leave ([28.6]);

(b) renumbering of the mobile telephone head ([28.7]);

(c) a new head of about AED 3,305,250 for the profit share pleaded at [27.3.1] ([28.8]); and

(d) a revised total ([28.10]).

44. [28A] states that the total is a minimum, is subject to credit for sums already paid, and excludes further sums to be assessed "on the taking of the account". [29A] states that the Claimant will give credit for sums received from the Defendant.

D3 The statutory claims

45. [27.4.6] pleads a new claim that, because the Defendant failed to register the Claimant with the GPSSA, he lost pension contributions or, alternatively, an end-of-service gratuity under Article 66 of the DIFC Employment Law, together with a top-up contribution under Article 65(3). [32A] adds a corresponding prayer for a declaration and payment.

46. [27.4.7] pleads that the Claimant's profit share was "Remuneration" within the meaning of the DIFC Employment Law. It also pleads that the Defendant's failure to pay within 14 days of the Termination Date breached Article 19(1), entitling the Claimant to a penalty under Article 19(2). Before this amendment, the Claimant claimed a penalty under Article 19 only for accrued but unpaid vacation leave.

D4 The implied term

47. [27.4.8] pleads an implied term of the Employment Contract, the Employment Offer and/or the Consultancy Agreement (the "Implied Account Term"). The term is said to require the Defendants to calculate net underwriting profit and the Claimant's profit share honestly, in good faith, rationally, and not arbitrarily or capriciously, and to account to him for the sums due. It is said to arise under Articles 57 and 58 of the DIFC Contract Law or as a matter of necessity and business efficacy. It pleads that each of the matters at [27.1]-[27.4] constitutes a breach of that term.

D5 The claim for an account

48. [27A] pleads entitlement to "an account in equity and/or under the contract" for net underwriting profits on the portfolio the Claimant underwrote or sourced, and to his 5% profit share, "for each year of his engagement". It relies on:

(a) the Claimant's contractual entitlement;

(b) the Implied Account Term; and

(c) the asymmetry of information between the Claimant and the Defendants.

49. [27B] seeks an account of all sums due "for the period from 11 October 2019 to date". It pleads that the Defendants bear the burden of vouching for and justifying every deduction, provision and adjustment, and that the period "may of course change following proper disclosure and

expert assessment". [28.9] claims further sums found due upon the taking of the account. Those sums include unpaid profit share for 2019 to 2025, doubtful receivables, the Article 19(2) penalty, and the Article 65 and 66 entitlements. [31A] adds a corresponding prayer.

50. As originally pleaded, the profit share claim concerned the years 2023, 2024 and 2025 and seven specific breaches. The account claim would extend it back to 2019 and to every deduction, provision and adjustment over that period.

D6 The Respondents' position

51. The Respondents do not oppose:

(a) [27.3.3]- [27.3.4], except the references to an account;

(b) [27.4.1A];

(c) [28.4], [28.6] and [28.8]; and

(d) the first sentence of [27.4.7], which pleads that the profit share was Remuneration.

52. They oppose the joinder amendments, the statutory claims, the Implied Account Term and the account claim. They also oppose the amendments to [28.9], [31] and [31A]- [31B] to the extent that those amendments incorporate the amendments they oppose.

53. At the Hearing, the Claimant offered to delete the final sentence of [13A]. He confirmed that [27.4.7] is pleaded in the alternative and that his primary case under the existing pleading is not abandoned. He also said he would take instructions on withdrawing the account claim if doing so would allow the remaining amendments to proceed.

E. The parties' submissions

54. Both parties filed detailed skeleton arguments and made oral submissions. I summarise them only so far as needed to explain my decision. I have considered all of them.

E1 The Claimant

E1.1 Joinder

55. The Claimant relies on both limbs of RDC 20.7. He submits that the Defendant's pleaded case discloses a real issue between the Defendant and Patton Lebanon concerning the matters in dispute. The Defendant pleads that Patton Lebanon, not the Defendant, is liable for profit share before 1 February 2024. It also relies on Patton Lebanon's calculation principles and on information obtained from or confirmed with Patton Lebanon. The Claimant submits that this is sufficient to satisfy RDC 20.7, regardless of any criticisms of the draft APOC.

56. On desirability, the Claimant relies on:

(a) the commentary in DIFC Courts Practice on *Grand Valley General Trading LLC v GGICO* [2018] DIFC CFI 044;

(b) *Nest Investment Holding Lebanon SAL v Deloitte & Touche (ME)* [2018] DIFC CA 011 at [52]- [61]; and

(c) *Skatteforvaltningen v Elysium Global (Dubai) Ltd* CFI 088/2025, for the proposition that the inquiry must not become a mini-trial.

57. He emphasises that Nest identified the rule's purpose as preventing unnecessary duplication of litigation across jurisdictions and inconsistent decisions. He also notes that Nest was concerned about joining a Lebanese party.

58. The Claimant submits that it is desirable to join Patton Lebanon because:

(a) it is a company in the same group, well known to the Defendant;

(b) it has a direct financial interest in the outcome;

(c) witnesses from Patton Lebanon will be needed in any event;

(d) the DIFC Courts are already seized of the claim against the anchor defendant; and

(e) if joinder is refused and the primary case fails, the Claimant may have to bring separate proceedings in Lebanon, risking inconsistent decisions.

E1.2 Jurisdiction and governing law

59. Relying on Nest and *Thamer Abdulaziz Albulahid v Shehata* CFI 079/2023, the Claimant submits that RDC 20.7, read with Article 14(7) of the DIFC Court Law, can, on its own, found jurisdiction. He criticises the Respondents for failing to engage with jurisdiction.

60. He does not accept that the Consultancy Agreement governed his engagement with Patton Lebanon. Article 10 of that agreement applies Lebanese law only "for its interpretation" and provides only that the Lebanese courts "remain competent". It is not an exclusive jurisdiction clause. The governing law is a matter for determination. Even if Lebanese law applies to part of the claim, the Court can receive expert evidence on it, and that does not bar joinder.

E1.3 Timing

61. The Claimant submits that the Application was made at the earliest reasonable time. The Defendant's pleaded case evolved through three versions of the Defence, the last dated 26 June 2026, after witness statements were due. In the amended pleadings, the Defendant first relied on Patton Lebanon's written calculation principles. The Re- Amended Defence introduced a temporal boundary of 10 October 2019.

62. He also points to:

(a) disclosure first provided on 20 April 2026, which raised concerns about the Defendant's calculations;

(b) the delayed production under the DPO, including production on 26 September 2026; and

(c) the disparity in resources between a former employee and the Defendant.

E1.4 The draft APOC

63. The Claimant accepts that parts of the draft APOC need clarification. He offered to delete the final sentence of [13A] and to provide further particulars, including a positive construction of clause 4(d) and of Article 5 of the Consultancy Agreement. He submits that pleading defects do not justify refusing joinder. If joinder is ordered, Patton Lebanon can plead a defence and apply to strike out in the usual way.

64. As to the particular amendments, the Claimant submits:

(a) [13A] is confined to the period from 16 October 2012 to 31 January 2024. Claims that can arise only under the Employment Contract or the DIFC Employment Law are not made against Patton Lebanon;

(b) the Article 66 claim is a statutory alternative to the existing Article 65(1) claim, resting on the same service and the same absence of contributions;

(c) a penalty under Article 19 has been claimed since the original Particulars of Claim. The plea that profit share is Remuneration is advanced only in the alternative;

(d) the account claim is justified by:

(i) discrepancies in the Defendant's own figures;

(ii) the "Discretionary Lever" line in Annex D;

(iii) the methodology's provision for retrospective recalculation; and

(iv) the treatment of doubtful receivables;

(e) the expert process in the CMC Order is the exercise the account requires. If necessary, the Claimant would take instructions on withdrawing the account claim.

E1.5 The trial date

65. In his skeleton argument, the Claimant submitted that the trial dates were unlikely to be maintained in any event, given the Defendant's conduct. At the Hearing, his counsel confirmed instructions that the trial dates could be kept if the Application was refused, and that the Claimant's expert could comply with the revised directions.

66. The Claimant raised two qualifications:

(a) documents produced on 26 September 2026 had not yet been reviewed, and Requests 7 and 50 may not have been complied with in full; and

(b) the parties disagree about the period the experts should address. The Claimant also seeks permission for written questions to the experts.

E2 The Respondents

E2.1 Joinder

67. Relying on *Molavi v Hibbert* [2020] EWHC 121 (Ch) at [49]-[70], the Respondents submit that:

(a) Limb 1 is not satisfied. The Court can resolve every matter in dispute between the Claimant and the Defendant without Patton Lebanon.

(b) Limb 2 is not satisfied. The Claimant seeks to bring a separate claim for profit share against another entity, under a different contract governed by Lebanese law; and

(c) Joinder is undesirable even if either limb is satisfied. It is preferable to resolve any such claim in separate proceedings.

E2.2 Jurisdiction:

68. The Respondents submit that jurisdiction is not the issue in this Application. Whether to join Patton Lebanon is a matter of case management.

69. They cite two authorities as examples of a party being joined and only then contesting jurisdiction: *Grand Valley* and *Albulahid*.

70. Patton Lebanon contests jurisdiction, does not submit to it, and reserves the right to seek a stay or dismissal on forum non conveniens grounds.

Its participation in this Application does not amount to submission.

E2.3 Timing.

71. The Respondents submit that the Application is very late and that its lateness is unexplained:

(a) the Defence of 7 November 2025 pleaded that Patton Lebanon was the proper party;

(b) the Claimant reserved his right to add Patton Lebanon in his Reply;

(c) the Claimant pleaded at [12] of the Particulars of Claim that he had forborne from suing Patton Lebanon, which they characterise as a deliberate litigation choice; and

(d) nothing in the later amendments to the Defence or in disclosure changed the position.

E2.4 Case management consequences.

72. The Respondents submit that a joinder would require:

(a) service on Patton Lebanon and a possible jurisdiction challenge;

(b) new defences and an amended reply;

(c) further disclosure for additional years;

(d) supplemental witness evidence; and

(e) expert evidence of Lebanese law on construction (Articles 366-371 of the Code of Obligations and Contracts), limitation (a five-year period under Article 350), and the jurisdiction of the Labour Arbitration Council if the relationship was one of employment.

73. The trial would inevitably be lost. Postponing a trial is an order of last resort (RDC 26.90), and the Claimant has made no application to adjourn the trial.

E2.5 Pleading.

74. The Respondents submit that:

(a) the final sentence of [13A] makes it impossible to tell which allegations are made against which defendant;

(b) [2A] adds nothing, as the Claimant now accepts;

(c) no governing law is pleaded, contrary to RDC 7.34;

(d) no term of the Consultancy Agreement is pleaded.

75. They rely on *Invest Bank PSC v El-Husseini* [2024] EWHC 1235 (Comm) at [50]: a party seeking a very late amendment must meet the requirements of a proper pleading in full.

E2.6 Amendment

E2.6.1 The Respondents rely on:

(a) RDC 18.15;

(b) the principles summarised in *Finastra International Ltd v CRDB Bank plc* [2025] EWHC 509 (Comm) at [45]; and

(c) *Oman Insurance Co PSC v Globemed Gulf Healthcare Solutions LLC* [2021] DIFC CA 009 at [20].

E2.6.2 The statutory claims.

76. The Respondents submit that the Article 65(3) and 66 claims and the Article 19(2) penalty on profit share are new statutory claims. Article 10 of the DIFC Employment Law bars them because they were first advanced more than six months after the Termination Date. They rely on:

(a) *Musaab Tag Elsir Abdelsalam v Expresso Telecom Group* [2021] DIFC CA 011 at [83];

(b) *Moorkath v Expresso Telecom Group Ltd* [2023] DIFC CFI 008 at [193]; and

(c) *Abdelsalam v Expresso Telecom Group Ltd* [2019] DIFC CFI 015 at [54]-[56],

for the propositions that the DIFC Courts recognise no doctrine of relation back and that a statutory claim must plead the relevant Article.

77. They consent to the first sentence of [27.4.7].

E2.6.3 The Implied Account Term.

78. The Respondents submit that:

(a) no facts capable of amounting to a breach are pleaded;

(b) the matters at [27.4] have nothing to do with it; and

(c) it is in substance an unlawful deductions claim under Article 20, used to circumvent the Article 10 limitation period. They rely on Singh v Coinvesting Capital Ltd [2024] DIFC CFI 009 at [116].

E2.6.4 The account claim.

79. The Respondents submit that:

(a) no fiduciary or other relationship giving rise to a duty to account is pleaded;

(b) the claim would reverse the burden of proof and extend the claim from seven specific breaches over three years to every deduction, provision and adjustment from October 2019;

(c) it would require a liability hearing followed by the taking of an account, which is in substance the split trial the Court refused at the CMC;

(d) it would require a large further disclosure exercise. Three of the spreadsheets alone contain about 6.8 million data entries for each underwriting year; and

(e) it is time-barred.

80. On any view, they submit, the account claim alone would cost the trial dates.

E2.7 The trial date

81. The Respondents submit that the trial dates can be kept if the Application is refused:

(a) the parties agreed a revised timetable (bundle page 780);

(b) the Claimant's expert confirmed that he could meet it;

(c) only seven questions for the experts remain in dispute; and

(d) written questions to the experts are unnecessary, given the supplementary reports, joint statement and cross-examination.

They offered to narrow, or compromise on, the experts' issues if that would preserve the trial dates.

E3 The Claimant's reply

82. In reply, the Claimant repeated that RDC 20.7 is satisfied on the Defendant's pleaded case, despite any deficiencies in the draft APOC. He submitted that refusing joinder on the basis of delay or imperfect pleading would cause him serious injustice. He confirmed his instructions that the trial dates can be kept if the Application is refused. He maintained that the experts' issues may be difficult to resolve by agreement because the parties disagree about the relevant period.

F. The trial dates and case management

F1 Why this question comes first

83. The Respondents' main objection to a joinder was that it would cost the trial dates. That objection assumes the trial can proceed in November if the joinder is refused. If the trial could not or should not proceed on the listed dates in any event, preserving them would carry no weight in the exercise of discretion. I therefore first decide whether the trial dates can be kept if the Application is refused.

84. The parties' stated positions do not answer that question. Both have at times been equivocal or inconsistent. Until the week before the Hearing, the Claimant's position was that the trial could proceed if the Application were refused. His skeleton argument then said it probably could not. At the Hearing, he returned to his earlier position. The Claimant's concern appears to have been mainly about costs: he did not want to bear the costs of an adjourned trial. The question for the Court is not what each party says can be done. It is whether, on a realistic view of what remains to be done, a properly prepared and fair trial can take place on the listed dates.

F2 The test

85. Postponing a trial is an order of last resort (RDC 26.90). The Court should not vacate a fixed trial if the remaining steps can realistically be completed in time. Equally, the Court should not keep a trial date by cutting out steps, or compressing them so severely, that the trial would be inadequately prepared or unfair. A merely aspirational timetable does not justify keeping a trial date.

F3 What has been done and what remains

86. When the Application was heard, preparation for trial was well advanced:

(a) pleadings were closed;

(b) the parties had filed and exchanged witness statements;

(c) both parties had identified their forensic accounting experts on 22 June 2026;

(d) the Defendant said it had completed production under the DPO, and had served a signed disclosure statement; and

(e) the parties had exchanged their proposed lists of issues for the experts, with short written submissions.

87. The steps that remain are:

(a) settling the final list of issues for the experts;

(b) the experts' reports, meeting and joint statement, and any supplementary reports; and

(c) pre-trial filings.

88. The parties have agreed a revised timetable for these steps in the draft consent order at bundle page 780. They disagree on only two points: the final list of issues, and whether written questions to the experts should be allowed.

F4 The concerns raised at the hearing

89. At the Hearing, I raised three concerns about whether the revised timetable was realistic.

90. First, the final list of issues. The revised timetable assumed the Court would settle the final list at or shortly after the Hearing, and that expert reports would follow within about a week. That assumption was not realistic. The parties' lists and submissions had been exchanged only the day before the hearing and had not been filed. The Court could not settle the list at the Hearing.

91. Several matters reduce the force of this concern:

(a) the parties' written submissions are short;

(b) the Respondents say only seven questions remain in dispute;

(c) the Respondents offered to narrow the disputed questions, or compromise on them, to preserve the trial dates; and

(d) the parties agree the list can be settled on the papers.

92. More importantly, the CMC Order did not require the experts to wait for the final list before commencing work. The Claimant's position is that the CMC Order always contemplated the experts being instructed and working before the final issues list was settled. Both experts have been identified since June. The final list will confirm the scope of the experts' reports; it is not a precondition for the experts to begin work. A short delay in settling the list can therefore be absorbed.

93. Second, the late production. The Defendant produced about 100 megabytes of documents at about 1am on 26 September 2026, three days before the Hearing. The Claimant had not been able to review them, and his expert had only begun to do so. That is regrettable. However, the documents have now been produced. The Claimant's expert has confirmed he can comply with the revised directions. The Claimant has confirmed his instructions that the trial dates can be kept if the Application is refused.

94. On an initial reading of the disclosure statement, the Claimant's counsel submitted that Requests 7 and 50 may not have been fully complied with. The Defendant's instructions are that it has complied. I make no finding on that question, which was not before me. If there has been non-compliance, the Claimant may apply for appropriate relief. An incomplete response to two requests is not a reason to vacate the trial.

95. Third, the experts' issues may change. The Claimant says his list of issues may need revision in light of the 26 September production, and that the parties disagree on the period the experts should address. The Court will resolve that disagreement when it settles the final list. Allowing written questions to the experts (paragraph 85) gives the Claimant a further, timetabled opportunity to address anything arising from the late production.

F5 Conclusion on the trial dates

96. Realistically, the remaining steps can be completed in time for a properly prepared and fair trial on the listed dates. The timetable is tight but achievable. The parties' own experts have confirmed they can meet it. The Claimant agrees that the trial dates can be kept if the Application is refused. Therefore, the trial dates can be kept if the Application is refused, and preserving them is a relevant consideration on the joinder application. I return to this in Section G.

F6 Directions

97. The stay imposed by the Consent Order of 20 July 2026 is lifted. The directions to trial are varied in the terms of the draft consent order at bundle page 780, subject to the following:

(a) the Court will settle the final list of issues for the experts on the papers as soon as possible. Any consequential adjustment to the dates for the experts' reports [currently 8 October 2026] and later steps will be made when the list is settled, without affecting the trial dates; and

(b) by 4pm on 15 October 2026, any party may serve written questions to the other party's expert for the purpose of clarification, and they are to be answered by 20 October 2026.

98. The Respondents opposed the written questions as unnecessary, given the supplementary reports, joint statement and cross-examination at trial. I accept that written questions are often dispensed with for efficiency. Here, however, a large volume of financial documents was produced only days before the hearing, leaving the Claimant little time to consider them. A short, timetabled opportunity to ask clarifying questions is a fair way to address this, and it fits within the time remaining before trial. It does not threaten the trial dates.

99. The trial listed for 18 November to 1 December 2026 is retained.

G. Joinder: RDC 20.7

G1 The rule

100. RDC 20.7 provides:

> *"The Court may order a person to be added as a new party if:*
>
> *(1) it is desirable to add the new party so that the Court can resolve all the matters in dispute in the proceedings; or*
>
> *(2) there is an issue involving the new party and an existing party which is connected to the matters in dispute in the proceedings, and it is desirable to add the new party so that the Court can resolve that issue."*

G2 Principles

101. The rule involves two stages. First, the applicant must bring the case within one of the two limbs. Second, even if a limb is satisfied, the Court must decide whether a joinder is desirable and, in its discretion, whether to order the joinder. That discretion is exercised in light of the overriding objective, including the need to deal with the case justly, proportionately, expeditiously and fairly.

102. The rule's purpose informs whether a joinder is desirable. In *Nest Investment Holding Lebanon SAL v Deloitte & Touche (ME)*, the Court of Appeal held that public policy weighs heavily in favour of the power to join, because it prevents unnecessary duplication of litigation in different jurisdictions and allows disputes between multiple parties on common issues to be resolved consistently ([54]). The Court of Appeal also held that desirability is informed by the rule's objectives: resolving a common issue between the new party and the existing parties, avoiding inconsistent decisions, and avoiding the cost of more than one set of proceedings ([61]). In *Grand Valley General Trading LLC v GGICO*, the Court identified the two guiding considerations on a joinder application as:

(a) the policy of enabling persons whose rights may be affected by the Court's decision to be heard; and

(b) the overriding objective.

103. The Court also held that a strong economic interest in the proceedings, by itself, does not justify joinder.

104. A connected issue, by itself, does not make joinder desirable. The question remains whether it is better to resolve the issue in these proceedings or to leave it to separate proceedings (*Molavi v Hibbert* at [70]). Delay and its effect on the progress of the existing proceedings may point firmly away from joinder (Molavi at [75]).

105. The joinder inquiry must not become a mini-trial of the merits (*Skatteforvaltningen v Elysium Global (Dubai) Ltd*). At this stage, it is enough to show a plausible basis for saying that a real issue exists. I do not consider the strength of the proposed claim against Patton Lebanon beyond that.

G3 Limb 1

106. The first limb is not satisfied. The matters in dispute in these proceedings are between the Claimant and the Defendant. They include:

(a) whether the Claimant's rights were novated to or assumed by the Defendant;

(b) what the Employment Contract requires;

(c) whether the Defendant is in breach; and

(d) what is due.

107. The Court can decide all of them without Patton Lebanon being a party. If the Claimant's primary case fails, the result is not that a matter in dispute is left unresolved. Rather, the result is that the Claimant has failed against the party he chose to sue.

G4 Limb 2: the threshold

108. The threshold in the second limb is met. There is a real issue between the Claimant, the Defendant and Patton Lebanon as to which entity, if any, is liable for the Claimant's profit share. That issue arises from the Defendant's case. The Defendant has pleaded from the outset that:

(a) Patton Lebanon remained responsible for paying the Claimant's profit share;

(b) Patton Lebanon continued to assume liability for it; and

(c) any entitlement lies against Patton Lebanon only, under the Consultancy Agreement.

109. The issue is closely connected to the matters in dispute. The Claimant's primary case against the Defendant and his alternative case against Patton Lebanon are competing answers to the same question. Whichever entity is liable, the same questions largely arise:

(a) how the profit share was to be calculated;

(b) which deductions were permitted; and

(c) how Patton Lebanon's finance team applied its principles.

110. On the Defendant's alternative case, the calculation depends on Patton Lebanon's principles, accounts and information.

111. The Respondents submit that the claim against Patton Lebanon is a separate dispute under a separate contract governed by Lebanese law. That submission goes to whether joinder is desirable. It does not show that no issue is connected.

G5 Jurisdiction and governing law

112. The Claimant submits that RDC 20.7, read with Article 14(7) of the DIFC Court Law, can itself confer jurisdiction over Patton Lebanon. Patton Lebanon took part in this Application but expressly did not submit to the jurisdiction. It reserved its right to contest jurisdiction and to seek a stay on forum non conveniens grounds.

113. It is unnecessary to decide whether the Court would have jurisdiction over Patton Lebanon if it were joined. Nor is it necessary to decide which document governed the Claimant's engagement with Patton Lebanon, or the scope of Article 10 of the Consultancy Agreement, which applies Lebanese law to the agreement "for its interpretation". For present purposes, it is enough that, on the material before the Court, questions of Lebanese law are realistically likely to arise if Patton Lebanon is joined, and that Patton Lebanon would contest jurisdiction. These reasons do not resolve any of those questions.

G6 Desirability and discretion

114. I accept there is a real case for a joinder. A joinder would serve the rule's purpose. If the Claimant fails against the Defendant, he may have to sue Patton Lebanon separately, possibly in another jurisdiction. Patton Lebanon would not be bound by this Court's findings, creating a risk of duplicative litigation and inconsistent decisions. The Defendant's case makes Patton Lebanon central to the liability issue. However, several matters together outweigh that consideration.

115. First, the Application is very late, and the lateness is not satisfactorily explained.

116. The Defendant pleaded in its original Defence of 7 November 2025 that liability lay with Patton Lebanon. The Claimant's Reply of 28 November 2025 reserved his right to add Patton Lebanon. I accept that the reservation was made, at least in part, to obtain disclosure. It nonetheless shows that the Claimant had Patton Lebanon's position in mind from the outset of the proceedings. It is not suggested that the Claimant was unaware before June 2026 that the Defendant attributed liability to Patton Lebanon.

117. The Respondents also rely on the Claimant's plea at [12] of the Particulars of Claim, in which he says he refrained from suing Patton Lebanon because of the Defendant's representation. That plea forms part of the Claimant's case against the Defendant. I do not treat it as a waiver of any claim against Patton Lebanon. However, it shows that the Claimant had considered suing Patton Lebanon from the outset.

118. The explanations offered do not account for the delay:

(a) Amendments to the Defence. The Defendant's case that liability lay with Patton Lebanon did not change. The later amendments, including reliance on Patton Lebanon's calculation principles and the limitation plea, did not, for the first time, raise the question of whether Patton Lebanon should be a party.

(b) Disclosure. The April 2026 disclosure and the DPO may bear on how the profit share was calculated. Neither explains why the Claimant did not, months earlier, apply to join the entity the Defendant had always said was liable.

119. No step the Claimant needed to take before applying has been identified. I take into account the difference in resources between the Claimant and the Defendant. It does not explain a delay of eight months after the Defence and some five months after the CMC.

120. Second, joinder would cost the trial dates.

121. Joinder would not simply add a name to the claim form. For it to take effect, the following would be required:

(a) the amended Claim Form and Particulars of Claim would have to be served on Patton Lebanon in Lebanon;

(b) Patton Lebanon would be entitled to acknowledge service, contest jurisdiction (as it has said it will), and seek a stay;

(c) if the claim proceeded, Patton Lebanon would have to plead a defence, and the Defendant would have to amend its own;

(d) expert evidence of Lebanese law would be needed on the construction of the contract and, at least arguably, on limitation and forum; and

(e) further disclosure, and probably further witness evidence, would be required.

122. None of that could be completed before 18 November 2026. A joinder would therefore require vacating the trial.

123. The Claimant has not sought to adjourn the trial. A party seeking a very late amendment or joinder that threatens a fixed trial date bears a heavy burden of justification. Prejudice to the applicant arising from his own conduct, including the timing of his application, carries little weight.

124. Third, the trial dates can be kept if the Application is refused.

125. For the reasons in Section F, the trial can proceed on the listed dates if the Application is refused. Therefore, losing those dates would be a direct consequence of joinder, not something that would occur anyway. That consequence would delay the Defendant, increase costs, and affect the Claimant's interest in having his primary case decided. It would also waste the time the Court has allocated to the trial. Postponing a trial is an order of last resort.

126. Fourth, the proposed claim against Patton Lebanon is not properly pleaded.

127. The draft APOC does not properly plead a claim against Patton Lebanon:

(a) The final sentence of [13A] requires references to "the Defendant" or "the First Defendant" to be read, "save where the context otherwise requires", as references to the First and/or Second Defendant. This renders it unclear which allegations are made against which entity and whether the breaches pleaded at [27] are alleged against Patton Lebanon at all.

(b) Governing law. Neither the draft APOC nor the amended Claim Form pleads the law governing the claims against Patton Lebanon, even though the Consultancy Agreement on which the Claimant relies in the alternative provides for Lebanese law. RDC 7.34 requires a claimant to state the law that he maintains governs the dispute.

(c) Contractual terms. The Claimant pleads no term of the Consultancy Agreement.

128. At the Hearing, the Claimant offered to delete the final sentence of [13A] and to provide further particulars. That offer does not cure the defects. It would leave the governing law unpleaded. Repleading would require another round of amendment and response, further increasing the delay described above. A party seeking a very late amendment must fully meet the requirements of a proper pleading. A draft that the applicant accepts and requires material repair does not meet that standard.

129. Fifth, refusing the joinder causes the Claimant limited prejudice.

130. The claim against Patton Lebanon is a contingent alternative. The Claimant's primary case, that the Defendant is liable for the whole claim, is unaffected by this decision and will be tried on the listed dates. If the Claimant has to pursue Patton Lebanon separately, that largely results from his own decisions about when and against whom to bring his claim. This decision determines nothing about any claim he may have against Patton Lebanon, or the forum in which any such claim may be brought.

G7 Conclusion on joinder

131. Having weighed these matters, I do not consider it desirable to add Patton Lebanon as a party at this stage. I refuse the application to join Patton Lebanon as Second Defendant. Accordingly, I also refuse permission to make the joinder amendments described in paragraph 39.

H. The remaining amendments

H1 Principles

132. A party may amend a statement of case that has been served only with the written consent of all other parties or with the Court's permission (RDC 18.2(2)). Late amendments should be avoided and may be disallowed (RDC 18.15).

133. The parties did not dispute the applicable principles. The Respondents relied on the summary in *Finastra International Ltd v CRDB Bank plc* at [45], which this Court may apply (*Oman Insurance Co PSC v Globemed Gulf Healthcare Solutions LLC* at [20]). In summary:

(a) the proposed amendment must have a real, not fanciful, prospect of success. It must be coherent and properly particularised;

(b) the Court weighs the interests of the applicant, the other parties and the administration of justice in light of the overriding objective;

(c) the later the amendment, the heavier the applicant's burden to justify it. That burden is especially heavy where the amendment threatens a fixed trial date; and

(d) a party seeking a very late amendment must fully meet the requirements of a proper pleading (**Invest Bank PSC v El-Husseini** at [50]).

134. The DIFC Courts recognise no doctrine of relation back. If a new claim is already time- barred when an amendment introducing it is sought, the Court proceeds on the basis that the claim has no real prospect of success (*Abdelsalam v Expresso Telecom Group Ltd* [54]-[56]).

H2 The unopposed amendments

135. The Respondents do not oppose the following amendments, and I grant permission for them:

(a) [27.3.3] and [27.3.4], which give further particulars of the existing complaint about doubtful receivables. The words "an account as set out below and/or" are to be omitted;

(b) [27.4.1A], which quantifies the existing termination bonus claim;

(c) the first sentence of [27.4.7], which pleads that the profit share was Remuneration within the meaning of the DIFC Employment Law. As the Claimant confirmed after judgment, it is advanced in the alternative only; and

(d) the amendments to the particulars of loss at [28.4], [28.6], [28.7], [28.8] and [28.10], [28A] (omitting the words "on the taking of the account and/or"), and [29A].

136. I also grant permission for the amendment to [31] as a claim against the Defendant only, together with any consequential amendments necessary to give effect to the permitted amendments. These amendments particularise or quantify existing claims or correct arithmetical errors. They do not materially widen the issues for trial, nor do they threaten the trial dates.

H3 The claim for an account

137. The Claimant seeks permission to plead a claim for an account, "in equity and/or under the contract", at [27A], [27B], [28.9] and [31A] and the associated references. Permission is refused.

138. First, the Claimant pleads no basis for an account. An account in equity ordinarily depends on a relationship that gives rise to a duty to account, such as a trust or other fiduciary relationship. The draft APOC pleads no such relationship. The Claimant relies on his contractual entitlement, the Implied Account Term, and the asymmetry of information between the parties. A contractual entitlement to a profit share gives a claim in debt or damages for the amount due. It does not, of itself, give a right to an account. Asymmetry of information is addressed by disclosure, which the Claimant has sought and obtained. The Implied Account Term fails for the reasons set out in paragraphs 123 to 124. The Claimant has not identified any legal basis on which the Court could order an account.

139. Second, the claim is not coherent as pleaded. [27B] pleads that the Defendants bear the burden of vouching for and justifying every deduction, provision and adjustment from 11 October 2019 onwards, and that the period "may of course change following proper disclosure and expert assessment". The claim would therefore: - reverse the burden of proof on the existing claim; and - render the scope of the claim open-ended.

140. The draft APOC pleads no positive case on what clause 4(d) of the Employment Contract means. Without that, it is unclear what standard the account would be taken against.

141. Third, the amendment would radically broaden the claim. The profit share claim currently covers 2023, 2024 and 2025 and seven specific breaches. The account claim would: - extend the claim back to 2019; and - extend it to every deduction, provision and adjustment over that period, regardless of whether any particular breach is alleged.

142. The usual course is to decide liability and the right to an account at trial, and then to take the account at a further hearing. Whether or not that is properly described as a split trial, it would entail two hearings. The Court refused a split trial at the CMC.

143. Fourth, the trial dates could not survive the amendment. The Claimant accepts that further financial disclosure for 2019 to 2025 would be required (Hammad 1 [30]). That would be followed by further witness evidence and a substantially larger expert exercise. None of that could be completed before 18 November 2026. The amendment would therefore cost the trial dates, even if the Court refused the joinder.

144. Fifth, the amendment serves no purpose that is not already served. The Claimant's concerns about the calculation of his profit share, including the treatment of doubtful receivables and the matters he identifies in the Defendant's figures, can be pursued through: - his existing pleaded claim; - the disclosure ordered under the DPO; and - the forensic accounting evidence the Court has permitted.

145. At the Hearing, the Claimant offered to take instructions on withdrawing the account claim. That offer is consistent with this conclusion. Accordingly, I need not decide the Respondents' further submission that the account claim is time-barred.

H4 The Implied Account Term

146. The Claimant seeks permission at [27.4.8] to plead an implied term requiring the Defendants to: - calculate net underwriting profit and his profit share honestly, in good faith, rationally, and not arbitrarily or capriciously; and - account to him for the sums due. Permission is refused.

147. Even if such a term could be implied, the draft APOC pleads no facts that could amount to a breach of it. It simply pleads that each of the matters at [27.1]- [27.4] constitutes a breach. The matters at [27.1]- [27.3] allege that the profit share was miscalculated. A miscalculation is not, without more, dishonest, in bad faith, irrational, arbitrary or capricious. The pleading alleges nothing further.

148. The matters at [27.4] concern:

(a) the termination bonus;

(b) the restrictive covenant bonus;

(c) accrued leave;

(d) mobile telephone expenses; and

(e) pension and gratuity entitlements.

149. They have nothing to do with the calculation of net underwriting profit and cannot be breaches of a term about that calculation. The plea is not properly particularised and has no real prospect of success as pleaded.

150. I therefore need not decide the Respondents' further submission that the Implied Account Term is, in substance, an unlawful deductions claim under Article 20 of the DIFC Employment Law, advanced to avoid the limitation period in Article 10.

H5 The statutory claims

151. The Claimant seeks permission to plead:

(a) at [27.4.6], a claim for an end-of-service gratuity under Article 66 of the DIFC Employment Law and a top-up contribution under Article 65(3), arising from the Defendant's alleged failure to register him with the GPSSA;

(b) in the remainder of [27.4.7], a claim that the Defendant's failure to pay the profit share within 14 days of the Termination Date breached Article 19(1), thereby entitling him to a penalty under Article 19(2); and

(c) at [32A], a corresponding prayer for relief.

152. Permission is refused.

153. Each of these is a distinct statutory claim under the DIFC Employment Law. Article 10 provides that the Court shall not consider a claim under the Law unless it is presented during employment or within six months of the Termination Date. The Termination Date was 21 April 2025, so the six-month period ended on 21 October 2025. The Claimant first advanced these claims in the draft APOC dated 3 July 2026, more than eight months out of time. Because there is no relation back in the DIFC, the date of the original Particulars of Claim does not assist the Claimant.

154. The claims therefore have no real prospect of success.

155. The Claimant submits that the Article 66 claim is a statutory alternative to his existing Article 65(1) claim, resting on the same service and the same absence of contributions. I do not accept that this takes the claim outside Article 10. Article 66 creates a different entitlement, with a different basis and measure, from the contribution obligation under Article 65. Article 65(3) creates a further, separate entitlement. A claim under a different statutory provision is a different claim, even if it arises from overlapping facts. A claim founded on a statutory provision must identify that provision, and no claim under Article 66 or 65(3) had been made before 3 July 2026.

156. The Claimant also submits that a penalty under Article 19 has been claimed since the original Particulars of Claim. That claim related only to accrued but unpaid vacation leave. A penalty under Article 19(2) for failure to pay the profit share is a new claim, based on a different alleged failure to pay. It is subject to Article 10 in the same way.

157. [32A] is refused to the same extent. The Claimant's existing claim under Article 65(1), and his existing claim for an Article 19 penalty for accrued vacation leave, are unaffected.

H6 The joinder amendments

158. For the reasons in Section G, permission is refused for the amendments intended to join Patton Lebanon, including:

(a) [2A], [3A] and [13A];

(b) the references to a Second Defendant or to "the Defendants"; and

(c) [31B].

H7 Conclusion on amendment

159. Permission to amend is granted only for the amendments identified at paragraphs 113 and 114. Otherwise, permission to amend is refused.

160. Nothing in this decision determines the Respondents' wider contention that the Claimant's profit share claim as a whole should have been brought as a claim under Article 20 of the DIFC Employment Law and is subject to its limitation periods. That is a matter for trial.

161. Within 7 days, the Claimant is to file and serve an amended Claim Form and Amended Particulars of Claim that give effect only to the permitted amendments and delete all references to the Second Defendant.

162. Within 14 days of service, the Defendant may file and serve consequential amendments to its Defence, limited to responding to the permitted amendments.

I. Directions to trial

163. I have concluded that the trial dates can be kept (Section F), and I have refused a joinder and the opposed amendments (Sections G and H). I still need to give directions to trial.

I1 The stay

164. Under the Consent Order dated 20 July 2026, the claim and all procedural orders and deadlines were stayed until the Application was determined or the Court ordered otherwise. The Application has now been determined, and the stay is lifted.

I2 The revised timetable

165. The parties agreed to a draft consent order varying the directions to trial if the Application were refused (bundle page 780). The Claimant's expert confirmed he can comply with it. The directions to trial are varied in accordance with that draft order, subject to the qualifications set out above.

I3 The final list of issues for the experts

166. On 28 September 2026, the parties exchanged their proposed lists of issues for the experts, each accompanied by a short written submission. They agreed that the Court should settle the final list on the papers. The Court will do so as soon as possible.

I4 Written questions to the experts

167. The only other point of difference was whether written questions to the experts should be allowed. The Respondents submitted that written questions are unnecessary because the Court will have supplementary reports and a joint statement, and the experts can be cross-examined at trial. The Claimant submitted that written questions are necessary, particularly because financial documents were produced only days before the hearing.

168. For the reasons given above, I allow written questions. By 15 October 2026, any party may serve written questions on the other party's expert for the purpose of clarification. The questions are to be answered by 20 October 2026.

I5 Production under the DPO

169. The Claimant raised the possibility that Requests 7 and 50 of the DPO have not been fully complied with. The Defendant's instructions are that it has complied. I make no finding on that question. If the Claimant considers that the Defendant has not complied, he may apply for appropriate relief. Any such application should be made promptly, so that it does not threaten the trial dates.

I6 Amended pleadings

170. The directions for filing the amended Claim Form, the Amended Particulars of Claim and any consequential amendments to the Defence are set out above.

I7 Evidence by video link

171. After judgment, the Defendant applied for permission for Mr Pavel, who lives in Canada, to give evidence at trial by video link. The Claimant did not object. Permission is granted on the following terms:

(a) the Defendant's solicitors are to establish where Mr Pavel will be when he gives evidence and the applicable time zone. The Court will make minor, but not major, changes to its sitting hours to accommodate him.

(b) the Defendant's solicitors are to arrange for Mr Pavel to have the trial bundle, or the documents he needs, electronically or in hard copy; and

(c) the Defendant's solicitors are to make inquiries and assure the Court that no law of Canada, or of the province where Mr Pavel is located, prevents the Court from administering an oath to him. The Defendant is to file a draft order giving effect to this permission.

172. The Registry has confirmed that observers who are not witnesses may attend the trial remotely through the link it will circulate.

I7 The trial

173. The trial listed for 18 November to 1 December 2026 is retained.

J. Costs

174. The Respondents seek their costs of the Application. They say it was unreasonable for the Claimant to make it. The Claimant resists that.

175. The parties did not address costs fully at the hearing, and the Application was determined at its end. Costs are reserved. The parties may file and serve written submissions on costs within 14 days of the date of these reasons.

176. In their submissions, the parties should address the applicable costs regime for these proceedings. In particular, they should address whether the Court should depart from the usual position because either party's conduct in relation to the Application was unreasonable.

177. The parties should also address whether Patton Lebanon, which took part in the Application as a proposed party without submitting to the jurisdiction, is entitled to a costs order.

178. Nothing in these reasons is intended to indicate the Court's view on any of those matters.