THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE
BEFORE H.E JUSTICE MAHA AL MEHAIRI

BETWEEN

RADA TRADING LLC FZC

Claimant

and

ARYA PETROLEUM FZE

Defendant

CASE MANAGEMENT ORDER OF H.E JUSTICE MAHA AL MEHAIRI

UPON reviewing the Court file

AND UPON reading the Case Management Bundle

AND UPON reviewing the Rules of the DIFC Courts (**"RDC"**)

AND UPON hearing Counsel for the Claimant and Counsel for the Defendant at the Case Management Conference held before H.E Justice Maha Al Mehairi on 30 March 2021

IT IS HEREBY ORDERED [BY CONSENT] THAT:

Agreed List of Issues

1. Whether or not provision 7.02 of the Lease Agreement should be deemed null and void as per the relevant DIFC laws.

2. Whether or not the unavailability of the tank in question caused the damages of demurrage and/or loss of profit suffered by the Claimant.

3. Whether or not the Defendant's counterclaim to the extent as it pertains to tank rental charges are legally maintainable.

4. Whether a possible delay in the availability of the storage tank was within the contemplation of the Claimant before entering into the Storage Lease Agreement.

5. Whether the Lease Agreement is deemed to have been modified or amended through subsequent conduct of the parties or exchange of communication.

6. Whether Claimant's claim for USD 350,000 on account of Loss of Profit is contractually and legally maintainable.

Production of Documents (RDC Part 28)

7. Standard production of documents shall be made by each party by **4pm on 29 April 2021**.

8. The parties shall file and serve a Request to Produce[1] , if any, by **4pm on 12 May 2021**.

9. Objections to Requests to Produce, if any, shall be filed and served within 7 days thereafter and in any event by **4pm on 19 May 2021**.

10. Where objections to any Requests to Produce[1] have been made, the Court shall determine those objections and shall make any disclosure order within the following 7 days and in any event by **4pm on 26 May 2021**.

11. The parties shall comply with the terms of any Disclosure Order and file a Document Production Statement within 14 days thereafter and in any event by **4pm on 9 June 2021**.

12. Where there are no objections to a particular Request contained in a Request to Produce, documents responsive to that request shall be produced within 14 days from the date of the Request to Produce, and in any event by **4pm on 26 May 2021**.

Witness Statements (RDC Part 29)

13. Signed statements of witnesses of fact, and hearsay notices where required by the RDC shall be exchanged 4 weeks following the close of the disclosure stage, and in any event by **4pm on 7 July 2021**.

14. Any Witness Statement evidence in reply shall be filed and served within 2 weeks thereafter and in any event by **4pm on 21 July 2021**.

15. Unless otherwise ordered, Witness Statements shall stand as evidence in chief of the witness at trial.

Expert Reports (RDC Part 31)

16. The Claimant shall file and serve any Expert Report(s) within 3 weeks of the close of witness evidence, and in any event by **4pm on 11 August 2021** in respect of the following issues:

a) loss in profit of the Claimant; and

b) Counterclaim of the Defendant.

17. The Defendant shall file and serve any Expert Report(s) in respect of those same issues within 3 weeks thereafter, and in any event by **4pm on 1 September 2021**; or[3]

18. Expert Reports shall be filed and served by **4pm on 1 September 2021**.

19. Supplemental Expert Reports shall be filed and served by **4pm on 15 September 2021**.

20. The DIFC Courts shall, at the Pre-Trial Review, consider what directions to give concerning a meeting and discussion between experts.

Progress Monitoring Date (RDC Part 26)

21. The Progress Monitoring Date shall be listed on **30 September 2021**.

22. The parties shall file and serve a Progress Monitoring Information Sheet at least three clear days before progress monitoring date and in any event by **4pm on 26 September 2021**.

Pre-Trial Review (RDC Part 26)

23. A pre-trial review shall be listed on **28 October 2021**, being within the normal range of 4 to 8 weeks before trial.

Trial Bundles (RDC Part 35)

24. Agreed trial bundles shall be filed and served no later than 2 weeks before trial and in any event by **4pm on 11 November 2021**.

Reading List and Trial Timetable (RDC Part 35)

25. An agreed reading list for trial along with an estimate of time required for reading and an estimated timetable for trial shall be filed with the Court by the Claimant no later than seven clear days before trial and in any event by **4pm on 18 November 2021**.

Skeleton Argument and Chronology (RDC Part 35)

26. Skeleton Arguments and Written Opening Statements shall be filed and served seven clear days before the start of trial for the Claimant and in any event by **4pm on 18 November 2021** and four clear days before the start of trial for the Defendant and in any event by **4pm on 21 November 2021**.

27. The parties shall prepare an agreed Chronology of significant events cross-referenced to significant documents, pleadings and witness statements which shall be filed with the Court by the Claimant by **4pm on 21 November 2021**. In the event that there are areas of disagreement, the Chronology shall include an agreed Chronology and a Chronology of events which are disputed, with the parties' respective positions outlined therein.

Trial (RDC Part 35)

28. The trial of this matter shall be listed on **25 November 2021** with an estimated duration of 2 days.

29. Costs of the Case Management Conference shall be costs in the case.

30. The parties shall have liberty to apply.

Amendments to the Claimant's Particulars of Claim and Defendant's Defense and Counterclaim (RDC Part 18)

31. Amended Particulars of Claim and Defense and Counterclaim under RDC 18.2(1) dated 27 April 2021 shall be accepted as both parties have consented to the same in writing.

32. In particular, the Amended Particulars of Claim modifies the claimed amount by the virtue of the Claimant's admission to the fact that it owes the last rent in the amount of AED 220,901.75 in relation to the Invoice No. APF_TIS_20_0203. Therefore, paragraph 8.1(1) of the Particulars of Claim is amended as following: (1) an amount of USD 589,367 less AED 220,901.75 (or the equivalent of it in USD being US$ 60,191.21 (to reflect the amended original claim amount)) plus interest of 9% p.a. from the date the judgment is entered.

33. In addition, the Amended Defense and Counterclaim withdraws the Defendant's counterclaim of AED 300,000. Therefore, paragraph 6.d of the Defense and Counterclaim is omitted and replaced by the following: Any other order the court deems necessary.

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