THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

BETWEEN

27TH INVESTMENTS LLC

Claimant

and

WORLD TENNIS LEAGUE LTD

Defendant

ORDER WITH REASONS OF JUDICIAL OFFICER MAITHA ALSHEHHI

UPON the Default Judgment of Judicial Officer Maitha AlShehhi dated 15 December 2023 (the "Default Judgment")

AND UPON reviewing the Defendant's Application No. CFI-080-2023/1 dated 3 January 2024 seeking an order to set aside the Default Judgment (the "Application")

AND PURSUANT TO Rules 14.2, 14.3 and 14.4 of the Rules of the DIFC Courts ("RDC")

IT IS HEREBY ORDERED THAT:

1. The Application is granted.

2. The Default Judgment shall be set aside.

3. The Defendant is permitted to file a Statement of Defence within 28 days of service of this Order.

4. Costs shall be costs in the case.

Issued by:
Hayley Norton
Assistant Registrar
Date of issue: 1 April 2024
At: 12pm

SCHEDULE OF REASONS

1. The Claimant is 27th Investments LLC, a company registered in United States of America (the "Claimant").

2. The Defendant is World Tennis League LTD, a company registered in British Virgin Islands (the "Defendant").

3. On 8 December 2023, the Claimant filed a request for default judgment on the basis that the Defendant has failed to file an acknowledgment of service or defend the claim.

4. On 15 December 2023, a Default Judgment was issued in favour of the Claimant and ordered the Defendant to pay the Claimant the amount of USD 1,665,000 plus the Claimant's costs in the amount of USD 48,107.01 (the "Default Judgment").

5. On 3 January 2024, which is 19 days from the date of the Default Judgment, the Defendant filed an application seeking an order to set aside the Default Judgment on the basis that the first amendment to the team agreement dated 16 December 2022 (the "Agreement") signed between the Claimant and the Defendant is forged.

6. Further to the above, I am of the view that the Application was filed promptly in accordance with RDC 14.3 as it was filed before the deadline of the appeal period of 21 days.

7. The Claimant failed to respond to this Application and the time to do so has expired.

8. RDC 14.4 stipulates that an application under RDC 14.2 must be supported by evidence and the only evidence submitted by the Defendant is a screenshot of the forgery complaint it filed with the Dubai Police on 9 October 2023 with a reference number 223004099874 (the "Screenshot").

9. RDC 14.1 reads as follows:

> "The Court must set aside a judgment entered under Part 13 if judgment was wrongly entered because:
>
> (1) in the case of a judgment in default of an acknowledgment of service, any of the conditions in Rules 13.4 and 13.6 was not satisfied;

(2) in the case of a judgment in default of a defence, any of the conditions in Rules 13.5 and 13.6 was not satisfied; or

(3) the whole of the claim was satisfied before judgment was entered."

10. It is clear that the requirements above are not met, therefore, RDC 14.1 does not apply in this instance.

11. Rather, this is a case in which the Court may set aside or vary the Default Judgment pursuant to RDC 14.2 in the event the Defendant has a real prospect of successfully defending the claim or there is other good reason why the Default Judgment should be set aside or varied or other good reason why the Defendant should be allowed to defend the claim.

12. Although the Screenshot submitted by the Defendant does not provide any further explanation as to the status of the complaint, I find that the Defendant should be given the opportunity to establish its position given that the underlying claim relates to the Agreement.

13. Accordingly, I find that the Application shall be granted.

14. It follows that the Default Judgment be set aside pursuant to RDC 14.2(b).

15. The Defendant is permitted to file a Statement of Defence within 28 days of service of this Order.

16. Costs shall be costs in the case.