Claim No: CFI 058/2020

THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

BETWEEN

HARSHRAJ GOHIL

Claimant

and

BURGER & LOBSTER RESTAURANT (DUBAI) LTD

Defendant

ORDER OF JUSTICE SIR JEREMY COOKE

UPON the Claimant (Harshraj Gohil's) Application dated 16 July 2020 (the **"Winding Up Petition"**) for the winding up of Burger & Lobster Restaurant (Dubai) Ltd (the **"Company"**)

AND UPON the Winding Up Petition having been advertised on 22 July 2020 and again on 30 July 2020

AND UPON the Respondent (the Company's) Application issued on 3 August 2020 (the **"Injunction Application"**) to restrain SOL International Properties LLC, a JAFZA offshore limited liability company, duly registered in the Jebal Ali Free Zone with registration number 159974, having its principal office at 202, Palladium Tower, C Cluster, JLT Dubai, (the **"Landlord"**) from presenting two original postdated cheques dated 1 August 2020 each in the sum of AED 411,382.88 (the **"Rent Cheques"**) for payment

AND UPON hearing Robert Amey of Counsel for the Company

AND UPON reading the evidence of Mr Harshraj Gohil and Mr Munir Sati;

AND UPON the Company giving the undertaking set out in Schedule 1 to this Order:

IT IS ORDERED THAT:

i) Pursuant to Rule 54.4 of the Rules of the DIFC Courts 2014, the minimum period between advertisement and the hearing of the Winding Up Petition specified by Rule 54.62 shall be abridged.

ii) The Company shall be wound up in accordance with Article 81 of the Insolvency Law (DIFC Law No.1 of 2019) and Mr Chirag Gupta of RNG Auditors shall be the liquidator (the **"Liquidator"**).

iii) Any disposal of the Company's property (including but not limited to any disposal which may occur as a result of encashment of the Rent Cheques) made after presentation of the Winding Up Petition on 16 July 2020 is void.

iv) The Landlord shall not be permitted to present the Rent Cheques or either of them for encashment, nor shall the Landlord part with physical possession of the Rent Cheques or either of them, save that the Landlord may deliver up the Rent Cheques to the Liquidator.

v) The Landlord may apply to discharge or vary this Order, and any such application shall be made within seven days of service of this Order on the Landlord[1].

Acts which would otherwise be a breach of this Order may be done with the written consent of the Applicant's legal representatives[2]. The Applicant's lawyers are: Curtis, Mallet-Prevost, Colt & Mosle, Emirates Financial Towers - North, 1901, DIFC, Dubai.

1. See Rules 23.94 and 23.95.
2. See Rule 25.28.

Issued by:
Nour Hineidi
Deputy Registrar
Date of issue: 4 August 2020
At: 10am

Schedule 1

Undertakings given to the Court by the Company

The Company undertakes to the Court that in the event of the Court later discharging the Order on the grounds that it ought not to have been made, the Company agrees to pay any damages which the respondent sustains as a result of compliance with this Order which the Court considers

the Company should pay.