THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF APPEAL

N/A

BETWEEN

ATUL ASHOK AMIR CHAND DHAWAN

Claimant

and

ZURICH INTERNATIONAL LIFE LIMITED

Defendant

ORDER WITH REASONS OF H.E. CHIEF JUSTICE WAYNE MARTIN

UPON the Claimant's Appeal Notice dated 1 October 2025 seeking renewed permission to appeal the Order of H.E. Justice Thomas Bathurst dated 9 September 2026 (the "Renewed Application")

AND UPON the Order with Reasons of H.E. Chief Justice Wayne Martin dated 28 July 2026 (the "Order")

AND UPON the Claimant's Application No. CFI-019-2025/10 dated 21 September 2025 seeking to reopen the final determination of the appeal in the Order pursuant to Rule 44.158 of the Rules of the DIFC Courts ("RDC") (the "Application")

IT IS HEREBY ORDERED THAT:

1. The Application is dismissed.

2. There is no order as to costs.

Issued by:
Delvin Sumo
Assistant Registrar
Date of issue: 21 October 2026
At: 10am

SCHEDULE OF REASONS

Summary

1. The Claimant, Atul Ashok Amir Chand Dhawan ("Mr Dhawan"), applies for permission to re-open the dismissal of his Renewed Application for Permission to Appeal (the "Renewed Application") which was made to the Court of Appeal (the "Application"). For the reasons which follow, Mr Dhawan has failed to establish that:

(a) It is necessary to re-open the dismissal of his Renewed Application in order to avoid real injustice; and

(b) The circumstances are exceptional and make it appropriate to re-open the appeal.

2. It follows that Mr Dhawan has failed to establish conditions which must be satisfied before the dismissal of his previous Renewed Application can be re-opened pursuant to Rule 44.154 of the Rules of the DIFC Courts ("RDC"). It follows that his Application must be dismissed. As the Defendant, Zurich International Life Limited ("Zurich") has not served submissions in opposition to Mr Dhawan's Application, there will be no order as to costs.

The procedural history

3. Mr Dhawan commenced these proceedings on 25 February 2025 claiming damages of AED 5m. as compensation for the consequences of alleged breaches of confidentiality by Zurich in respect of an insurance policy (the "Policy") that Zurich had issued to Mr Dhawan. He claimed that the Policy had been transferred to Mashreq Bank (the "Bank") as collateral for a loan.

4. Mr Dhawan asserted that Zurich provided false information to the Bank in relation to the validity of the Policy and disclosed confidential information to the Bank without his consent. He claims that as a direct result of Zurich's actions, the Bank denied his request for a loan which caused him to sell his property in a distressed sale and to incur other financial losses.

5. Zurich objected to the jurisdiction of the Court. That objection was upheld, after hearing, by the Judge at First Instance (the "Judge") in orders with reasons published on 9 September 2025. This is the decision in respect of which Mr Dhawan seeks permission to appeal.

The challenged decision

6. After summarising the competing contentions of the parties, the Judge accepted Zurich's contention that the law which he was required to apply was the law in force at the time of the hearing, rather than the law in force at the time the proceedings were commenced. It followed that the question of jurisdiction was to be determined by reference to Article 14(A) of the Courts Law 2025.[1] The Judge first considered the jurisdiction conferred upon the Court by Article 14(A)(1) relating to claims by or against DIFC Bodies or DIFC Establishments. In that context, he held that the relevant entity must be a DIFC Body or a DIFC Establishment at the time the claim was brought. It followed that in order to rely upon that head of jurisdiction, it was necessary for Mr Dhawan to establish that Zurich was a DIFC Body or DIFC Establishment on 25 February 2025.

7. The Judge observed that it was clear that Zurich was not a DIFC Body, for reasons which need not be developed here.

8. The Judge further observed that in order for a body to be DIFC Establishment or a Licensed DIFC Establishment, it must be either established, licensed, registered or permitted to carry on an activity in the DIFC, and in the case of a Licensed DIFC Establishment, the activity must be the provision of Financial Ancillary Services. The Judge held, uncontroversially, that Zurich was not established to carry out any such activities or services in the DIFC, although it was a recognised foreign company within the DIFC.

9. The Judge further observed that Article 136(c) of the DIFC Company Law requires a recognised company to hold a license in the DIFC pursuant to Article 9 of DIFC Operating Law no. 7 of 2018. That Article requires any person who operates or conducts business in the DIFC to whom a license has been issued to maintain a valid license and further provides that a person holding such a license shall only conduct the activities permitted under the license.

10. The Judge concluded from the evidence before him that for a period prior to 8 November 2019, Zurich was a recognised foreign company and licensed to carry on business in the DIFC, with the consequence that it would then have been a DIFC Establishment. However, an extract from the DIFC Register produced in evidence before the Judge showed that the license held by Zurich expired on 9 November 2019 and that Zurich was presently pending deregistration as a recognised company. The Judge accepted evidence to the effect that Zurich had completed all necessary steps to effect the deregistration of its branch office with the Registrar.

11. The Judge's uncontested findings of fact applied to his analysis of Article 14(A)(i) and other relevant legislation referred to above caused him to conclude that as from 9 November 2019 Zurich was not a DIFC Establishment or a Licensed DIFC Establishment.

12. In light of a submission made by Mr Dhawan in support of this Application, it is significant to note that the Judge's conclusion on this topic was unrelated to the question of whether Zurich was a recognised company within the DIFC, but depended upon the fact that it was not licensed to conduct business in the DIFC from 9 November 2019 onwards. As Zurich was not a DIFC Establishment at the time Mr Dhawan commenced proceedings, it followed that he cannot rely upon the jurisdiction conferred upon the Court by Article 14(A)(i).

13. In this context, the Judge accepted Zurich's submission that Mr Dhawan could not rely upon the fact that there is a company called Zurich Insurance Company Limited (DIFC Branch) which is established in the DIFC and licensed by the DFSA as an insurer. That is because it is a different company to Zurich, and the fact that Zurich might be part of a group of companies that included a DIFC Establishment did not make Zurich a DIFC Establishment, relying on *Globe Investment Holdings Ltd v Commercial Bank of Dubai*.[2]

14. The Judge then turned to the jurisdiction conferred upon the Court by Article 14(A)(ii) in relation to claims arising from or related to contracts whether concluded, completed or performed wholly or partly within the DIFC or which will be performed wholly or partly within the DIFC as expressly provided in such contracts.

15. The Judge relied upon the decision in *Al Khorafi v Bank Sarasin-Alpen (ME) Ltd*[3] for the proposition that Article 5(A)(i)(b) of the Judicial Authority Law, which was in similar but not identical terms to Article 14(A)(ii) of the Courts Law included contracts which had been "negotiated or had been wholly or partly agreed upon or wholly or partly performed by conduct or an event which took place within the DIFC".

16. However, the Judge observed that it was unnecessary for him to form a firm view on the question as there was insufficient evidence to demonstrate a plausible evidential basis for the proposition that the contract was either entered into or wholly or partly negotiated within the DIFC. He observed that the proposal form which was in evidence was signed by Mr Dhawan on 1 September 2015 and was stated to be signed in the UAE. It was received by Nexus Insurance Brokers LLC on 2 September 2015. The Judge accepted evidence to the effect that the head office of Nexus was in Dubai outside the DIFC. The Judge further observed that the evidence suggested that the proposal had been accepted by Zurich in the Isle of Man. The Judge further noted that Zurich's evidence was to the effect that Zurich had no record of any meetings with Mr Dhawan in the DIFC prior to late November 2019.

17. For these reasons, the Judge concluded that Mr Dhawan's evidence to the effect that all transactions and meeting relating to the Policy took place in the DIFC and that all documents were derived from the "back end and administrative office for Zurich Australia Life Limited in the DIFC" did not give rise to a plausible albeit contested evidential basis for the existence of jurisdiction under Article 14(A)(ii).

18. The Judge then turned to Article 14(A)(iii) which confers jurisdiction in respect of claims arising out of or relating to any incident or transaction wholly or partly performed within the DIFC and which is related to DIFC activities. In that context, the Judge observed that the claim arose from the alleged provision of misleading and/or confidential information to the Bank which took place after Zurich ceased to be a DIFC Establishment and could not therefore have been conduct relevant to a DIFC Establishment. It followed that Article 14(A)(iii) could not confer jurisdiction upon the Court in the circumstances of this case.

19. For those reasons, the Judge concluded that the Court lacked jurisdiction and made appropriate orders to give effect to that conclusion.

The initial application for permission to appeal

20. On 1 October 2025, Mr Dhawan filed an Appeal Notice in support of an application for permission to appeal (the "PTA"). He later applied for a retrospective extension of the time within which to appeal, and that application was granted.

21. Mr Dhawan also applied to adduce new evidence in support of his application for PTA. The evidence which Mr Dhawan sought permission to adduce was a bundle of documents comprising email correspondence relating to underwriting procedure for the Policy, a spreadsheet setting out Mr Dhawan's chronology of meetings within the DIFC and related policy and underwriting documents.

22. The Judge noted that Mr Dhawan accepted that the test for admission of such evidence was that contained in *Ladd v Marshall*[4] which included requirements that the applicant establish that the additional evidence could not have been obtained without reasonable diligence for use at the hearing and was such that it probably would have had an important influence on the result of the case.

23. The Judge rejected this application on the basis that Mr Dhawan's only explanation for not adducing the evidence earlier was his lack of appreciation of the significance of the documents. The Judge concluded that the first limb of the criteria specified in Ladd v Marshall was not satisfied.

24. The Judge then considered Mr Dhawan's proposed grounds of appeal and concluded that none had a real prospect of success, with the consequence that the application for PTA was dismissed.

The Renewed Application for PTA

25. The time within which a renewed application for PTA could be made following the dismissal of Mr Dhawan's additional application expired on 3 April 2026. On 6 April 2026, Mr Dhawan applied for an extension of time of 21 days within which to make a renewed application for PTA. On 1 July 2026, Mr Dhawan applied to adduce further evidence.

26. Those applications were referred to the Court of Appeal and determined by me. On 28 July 2026, I made orders with reasons dismissing those applications.

27. In the reasons, it was noted that although the application for an extension of time was made within three days of the expiry of the relevant period, it was not served until 14 days after that time had expired, and that no explanation for the significant delay in service had been provided. It was also noted that Mr Dhawan's failure to file the application for PTA within time was the second occasion upon which he had sought the Courts dispensation from the applicable time limits.

28. It was further noted that the only matters before the Court with respect to the merits of Mr Dhawan's appeal were the statement of grounds of appeal in short form unsupported by any submissions in support of those grounds.

29. In relation to the application to adduce additional evidence, I concluded that:

> "(a) Many of the documents the subject of the application were before the judge;
>
> (b) Some of the documents were the subject of an application to adduce additional evidence rejected by the judge;
>
> (c) The fact that Mr Dhawan has now obtained the documents shows that with reasonable diligence they could have been obtained prior to the hearing before the judge;
>
> (d) Many of the documents are immaterial to the issue of jurisdiction;
>
> (e) The documents do not in fact support or establish the propositions which Mr Dhawan seeks to extract from them;
>
> (f) The correspondence between Mr Dhawan and Mr Sharma (who has not provided a witness statement) falls well short of establishing that any material events took place in the DIFC - rather, it establishes that Mr Sharma has no present recollection of the place where relevant meetings took place 10 years ago, and to the extent that he has accepted that they may have taken place in the DIFC, he was making assumptions based on matters put to him by Mr Dhawan; and
>
> (g) The documents considered either individually or in combination would not have influenced the outcome of the proceedings before the judge."

30. For those reasons, the application for an extension of time and to adduce additional evidence were each dismissed. This is the decision which Mr Dhawan seeks permission to re-open.

Permission to re-open - legal principles

31. RDC 44.154 provides:

> "44.154 The Court of Appeal or the Court of First Instance will not reopen a final determination of any appeal unless:
>
> (1) it is necessary to do so in order to avoid real injustice;
>
> (2) the circumstances are exceptional and make it appropriate to reopen the appeal; and
>
> (3) there is no alternative effective remedy."

32. It is clear from the text that the requirements of the Rule are cumulative. This Court has adopted an approach similar to that adopted by the English Courts in relation to CPR 52.17 upon which RDC 44.154 has been modelled. The Courts have observed that the Rule is intended to set a high threshold for the re-opening of appeals.[5]

33. In *Silva v United Investment Banks*[6] H.E. Justice Giles adopted English authority[7] to the effect that in order to establish exceptional

circumstances, it must generally be demonstrated:

> "That the integrity of the earlier litigation process . has been critically undermined.
>
> and that:
>
> The process itself has been corrupted.
>
> and that:
>
> It is the corruption of justice that as a matter of policy is most likely to validate an exceptional course; a course which relegates the high importance of finality in litigation to second place."

34. H.E. Justice Giles observed that an appeal should not be re-opened to allow a party to re-agitate or expand upon a matter already considered.

35. H.E. Justice Giles further observed that the jurisdiction to re-open an appeal:

> "Will not be exercised unless the applicant can show that by accident and without fault on his part he has not been heard or his appeal has not been fully considered, although there may be other circumstances in which, for example, misapprehension of the facts or the law has fundamentally afflicted the integrity of the judgment in question."

36. The observations in Silva have been followed in other decisions in this Court - see *GFH Capital v David Haigh*[8]; *Al Herz v Sunset Hospitality Holdings Ltd.*[9]

37. Silva also stands for the proposition that where an application to re-open an appeal is based upon fresh evidence, a different test to that which is applied under RDC 44.114 and RDC 44.115 is applied. That test is more stringent than the criteria specified in *Ladd v Marshall* because fresh evidence may disclose nothing to suggest that the process of justice has been corrupted.

The Application to re-open

38. RDC 44.159 provides that:

> "A copy of the application for permission must not be served on any other party to the original appeal unless the Court so directs."

39. Contrary to that provision, Mr Dhawan served his Application to re-open the decision refusing PTA on Zurich without the permission of the Court.

40. Following service upon Zurich, Zurich advised the Court that it intended to proceed as if the Application had not been served upon it, unless the Court directed formal service of the Application. As the Court has not made any such direction, Zurich has not provided any evidence or submissions in opposition to Mr Dhawan's Application.

41. Mr Dhawan's Application is supported by an Application Notice comprising five pages, a witness statement comprising 13 pages, a bundle of documents including documents relating to the issue of the relevant Policy, totalling 66 pages, three documents relating to a complaint Mr Dhawan has made to Sanadak (the financial consumer protection authority) and a further email from Mr Sharma of Nexus dated 10 June 2026. The documents other than the Application and witness statement are the documents the subject of the Application to adduce additional evidence, although, as will be seen, many of those documents have already been presented to the Court, and were before the Judge at the time he upheld the objection to jurisdiction.

42. The Application relies upon the following matters which are said to be derived from the additional documents which Mr Dhawan seeks permission to tender in evidence.

The complete insurance application bundle

43. Mr Dhawan contends that following the dismissal of his renewed application for PTA, he received, for the first time, a complete copy of the bundle of documents comprising his application for the relevant policy. He accepts that he had previously received significant parts of the bundle but contends that this is the first time he has received the bundle as a whole, and that there is significant evidence in the pages of the bundle which had not previously been disclosed to him. It is convenient to break down Mr Dhawan's contentions by reference to the specific parts of the bundle upon which he relies.

The footer to the medical underwriting form

> "01-SEP-2015 15:34 e&oe.43.4.16"

45. The footer is followed by a lengthy alphanumeric code.

46. Mr Dhawan describes this as a "DIFC processing stamp". No basis for that assertion is apparent from the text or from any other evidence before the Court.

47. Further, the four pages on which the footer is located were amongst the documents which Mr Dhawan attempted to tender in support of his initial application for PTA which was made on 30 December 2025. Mr Dhawan does not state in either evidence or submission when he first obtained the documents upon which the footer is placed. In the absence of such evidence, it cannot be said that the first limb of the requirements in Ladd v Marshall is satisfied, let alone the more stringent criteria which must be met to justify re-opening an appeal.

48. In this context, it is significant that Mr Dhawan did not draw attention to the footer in either the initial or renewed applications for PTA, although it is clear that he had the document at the time those applications were made. It follows that if there is any significance in the terms of the footer, which is not by any means apparent, it must be a significance which has only recently dawned upon Mr Dhawan. In accordance with the principles enunciated above, that cannot provide any basis for re-opening an appeal.

Page 1 of the policy application form

49. Mr Dhawan relies upon page 1 of the policy application form. He accepts he tendered the document to the Judge before the Judge upheld the objection to jurisdiction. That is an inauspicious start to a submission that the proceedings before the Judge were corrupted or lacked integrity.

50. Page 1 contains four stamps. Two carry the name Nexus, one showing receipt of the document on 2 September 2015 and another showing that it had been checked for compliance by Nexus on 3 September 2015. As noted, the Judge accepted the evidence to the effect that the main office of Nexus was located in Dubai outside the DIFC.

51. There is another stamp on the document apparently recording its receipt at the "Dubai post room" between 3 and 4pm on 3 September 2015. Mr Dhawan contends that this stamp shows that the document was received at Zurich's offices in the DIFC. That submission is unsubstantiated by any evidence. In particular, there is no evidence to establish where the "Dubai post room" was.

52. Further, even if it is inferred that the document was received at an office of Zurich in Dubai (noting Mr Dhawan's description of the Zurich DIFC office as "back and administration") receipt of the document at Zurich's DIFC office would not establish that the contract was either negotiated or completed within the DIFC - to the contrary, the fact that it was received in the "post room" would suggest that the document originated elsewhere.

53. In any event, this is all speculative. The fundamental problem which Mr Dhawan cannot overcome is that this document has been in his possession at all material times and was before the Judge. It is clear from the authorities to which reference is made above that an appeal cannot be re-opened to enable an unsuccessful party to mount a new or additional argument to that which was previously placed before the Court.

The stamps on the wealth assessment bundle

54. Mr Dhawan places reliance upon stamps apparently placed upon a portion of 12 pages of the application bundle relating to the assessment of his wealth. Those stamps include, on page 3, a stamp indicating:

> "Zurich Trust Limited
>
> 12 Castle Street
>
> St Helier
>
> Jersey
>
> JE23RT"

and on page 7 a stamp showing:

> "Signed for and on behalf of Zurich Trust Limited"

bearing initials and the date of 3 September 2015, and a circular stamp bearing the same initials and the words:

> "Zurich International Life Limited".

55. Unlike the other documents relied upon by Mr Dhawan, there is no evidence that he had been in possession of this document prior to his receipt of the 36 page bundle.

56. However, Mr Dhawan contends that these stamps show that the document was signed by an officer of Zurich in the DIFC office of Zurich on 3 September 2015. He describes the round stamp as the "Zurich DIFC office stamp", when there is nothing on the stamp or any evidence to suggest that. As with the footer referred to above, Mr Dhawan attributes DIFC connections to words on documents which do not support his contention.

57. In terms of the less stringent criteria in *Ladd v Marshall*, it cannot be said that the wealth assessment portion of the documents, if before the Judge, would have had a significant influence upon the outcome of the objection to jurisdiction.

58. For these reasons, there is nothing in the 36 page application bundle which would sustain re-opening Mr Dhawan's application for PTA.

The medical appointment email

59. Mr Dhawan also relies upon an email sent to him on 7 September 2015 by Capita Medical Services confirming a medical appointment which he was to attend. His complaint in relation to this document appears to be that Capita was operating under Zurich's email identities and contact details concealing from him that a DIFC registered third party was processing his confidential medical data.

60. However, that complaint has no bearing upon the issue of jurisdiction.

61. Mr Dhawan goes further and contends that because Capita was located in the DIFC and that its registered work description within the DIFC was processing of insurance related data, specifically including medical underwriting and insurance data processing, it shows that the underwriting of the Policy was conducted at Zurich's DIFC offices.

62. That proposition cannot be sustained. The fact that Capita had an office in the DIFC, as did Zurich, does not shed any particular light on the question of where the negotiations for the policy took place or where the contract was completed. An email advising Mr Dhawan of the time and place of a medical appointment cannot be regarded as part of the negotiation of the Policy.

63. Another fundamental problem for Mr Dhawan's reliance upon this email is that it was sent to and received by him. The fact that he may not have appreciated its alleged significance until recently provides no basis for re-opening an appeal.

The alleged admissions

64. Mr Dhawan relies upon Zurich's response to his complaint to Sanadak for four propositions, which are said to advance his case, namely:

> "(a) ZILL's de-registration from the DIFC Registrar remains pending and ZILL was DIFC-registered throughout;
>
> (b) Delivery of the Policy Terms & Conditions to the Applicant was the responsibility of the Nexus adviser, not ZILL. No delivery by Nexus ever occurred;
>
> (c) ZILL's refusal to disclose the Applicant's own medical data (pages 11-14 of the Application Form and the 4-page Medical Underwriting form) was admitted to be wrong; and
>
> (d) Capita Medical Services was engaged by ZILL to provide medical services during the underwriting of this Policy, confirming exactly what ZILL disputed throughout these proceedings."

65. None of these matters are relevant to the jurisdiction of the Court. Zurich's status as a registered foreign company remains precisely as it was when the matter was determined by the Judge. For the reasons given by the Judge, the question upon which jurisdiction depends is not Zurich's status as a foreign company, but rather, whether it was licensed to carry on business within the DIFC at the time Mr Dhawan commenced the proceedings against it. The Judge found that Zurich has not been licensed to carry on business in the DIFC since November 2019.

66. Issues relating to delivery of the terms and conditions of the Policy, non disclosure of the medical underwriting form and the engagement of Capita are irrelevant to the jurisdictional issues.

The Sharma email

67. Mr Dhawan relies upon an email, apparently from Mr Sharma, dated 10 June 2026 providing revised answers to the answers previously given on an email which was presented to the Court in support of Mr Dhawan's renewed application for PTA. As noted in the reasons for dismissing that application, it was clear from the terms of the email previously provided by Mr Sharma that he has no recollection of meetings which happened 11 years ago, as he expressly stated in his email.

68. In his most recent email, Mr Sharma states that, on the basis that he had been told that the Zurich office was in the DIFC in 2015, he accepted that a meeting which he attended on 9 September 2015 at which Mr Dhawan submitted the balance of his ECG medical reports was held in the DIFC. However, he also states that he could not be sure if the meeting was of the office of Capita or Zurich because both were in the DIFC "however we rarely used to meet Zurich staff directly".

69. This evidence, even accepted at face value, goes no further than to suggest that Mr Dhawan may have provided medical information to Capita in an office in the DIFC. It falls well short of establishing that there were any negotiations between Mr Dhawan and officers of Zurich in the DIFC.

70. There are two further insurmountable obstacles in the place of Mr Dhawan's reliance upon this email.

71. First, Mr Sharma previously stated in unequivocal terms that he had no recollection of a meeting which occurred in 2015. An email based upon assumptions he has made as a result of information provided to him by Mr Dhawan does not provide evidence of sufficient weight to justify re-opening an appeal.

72. Second, the fact that a prospective witness might provide different evidence after an appeal has been determined, cannot constitute "exceptional circumstances" in accordance with the principles referred to above.

The Application to re-open - conclusion

73. For the reasons given above, Mr Dhawan has failed to establish that:

> (a) It is necessary to re-open the dismissal of his application for PTA in order to avoid real injustice; or
>
> (b) The circumstances are exceptional in the sense that the integrity of the earlier determination of his application for PTA has been critically undermined or corrupted.

74. It follows that the Application to re-open must be dismissed.

The application to adduce additional evidence

75. It will be clear from the reasons given above with respect to the additional evidence which Mr Dhawan seeks to adduce that he has failed to establish either of the substantive limbs of the test in *Ladd v Marshall* - namely, that the evidence could not have been obtained with reasonable diligence for use at the trial and that it would have had an important although not necessarily decisive influence on the result of the case.

76. It follows that the application to adduce additional evidence must also be dismissed.

77. As Zurich has taken no substantive part in these proceedings, there is no basis for an order for costs in its favour. There will be no order as to

costs.