IN THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

N/A

BETWEEN:

CTS MIDDLE EAST FZCO

Claimant

and

PIVOT INTEGRATED ENERGY FZC

Defendant

ORDER WITH REASONS OF H.E. JUSTICE SIR JEREMY COOKE

UPON the Claimant's Part 7 Claim dated 23 March 2026 (the "Claim") seeking payment under a contract for the sale of 922.5MT (plus or minus 5% operational tolerance) of N-Methylaniline

AND UPON the Defendants' Acknowledgement of Service dated 7 April 2026 admitting the Claim

AND UPON the Settlement Agreement and Release dated 9 April 2026 under clause 3 of which the Defendant agreed to pay the sum of AED 5,469,300.49 to the Claimant in four instalments due on 16 April 2026, 30 April 2026, 31 May 2026 and 30 June 2026 in settlement of the Claim, with interest on overdue payments at the rate of 5% per annum

AND UPON the Defendant paying the first two instalments amounting in total to the sum of AED 1,277.500

AND UPON the Defendant failing to pay the instalment due on 31 May 2026 which resulted in the balance of the sum of AED 5,469,300.49 becoming immediately due and payable under the Settlement Agreement

AND UPON the Parties, in their evidence agreeing that notwithstanding the obligation in the Settlement Agreement that the Defendant pay the said instalments in US Dollars, the outstanding balance is AED 4,191 800.49

AND UPON the Consent Orders of this Court dated 23 April 2026 and 31 July 2026, this action was stayed with liberty to the Parties to apply to enforce the terms of the said Settlement Agreement without the need to bring a new claim

AND UPON the Claimant's Application No. CFI-024-2026/1 dated 7 September 2026, for an order enforcing the Settlement Agreement and entering Judgment in favour of the Claimant for AED 4,191,800.49 (or USD 1,141,402.57), together with interest and costs (the "Claimant's Application")

AND UPON the Defendant's Application No. CFI-024-2026/2 dated 21 September 2026, for an order permitting payment of any judgment by instalments, conditionally staying execution and determining both the Claimant's Application and the Defendant's Application together on the papers (the "Defendant's Application")

AND UPON the Order with Reasons of H.E. Justice Sir Jeremy Cooke dated 14 October 2026 entering judgment for the Claimant, dismissing the Defendant's Application and ordering the parties to make submissions on costs of the Claim following the Settlement Agreement

AND UPON reviewing the Claimant's Statement of Costs dated 21 October 2026

AND UPON reviewing the Defendant's submissions in answer dated 22 October 2026

AND UPON reviewing the Claimant's submissions in reply dated 29 October 2026

IT IS HEREBY ORDERED THAT the Defendant shall, within 14 days, pay the costs of the Claimant on the standard basis in the sum of **AED 40,000** inclusive of VAT where applicable, disbursements and expenses including the costs of the costs assessment.

Issued by:
Hayley Norton
Assistant Registrar
Date of issue: 6 November 2026
At: 3pm

SCHEDULE OF REASONS

1. There is no reason to award costs on the indemnity basis. Although the Defendant has kept the Claimant out of its money and has procrastinated, it is clear that this is because it lacks the means to pay and its conduct is not out of the norm.

2. The overall total of costs is not disproportionate and the hourly rates are below the recommended figures. The Court fees and disbursements

should be recovered in full.

3. The only real issue is the amount of time that was spent but no criticism can be made of the form of the Schedule of Costs which is usual for summary assessment.

4. It is rare for a successful party to recover costs in full and the time spent on attending on clients and time on documents is generous, which justifies a small discount from the fees claimed.

5. In my judgment the appropriate figure to which the Claimant is entitled is **AED 40,000** which represents more than an 80% recovery on what is a modest bill.