IN THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

In the name of His Highness Sheikh Mohammad Bin Rashid Al Maktoum, Ruler of Dubai

IN THE COURT OF APPEAL

BEFORE: H.E. JUSTICE SHAMLAN AL SAWALEHI, JUSTICE LORD ANGUS GLENNIE, AND JUSTICE ROBERT FRENCH

BETWEEN

HORIZON ENERGY LLC

Claimant/Appellant

and

AL BUHAIRA NATIONAL INSURANCE COMPANY

Defendant/Respondent

ORDER WITH REASONS OF THE COURT OF APPEAL

UPON the Claimant's Application No. CA-015-2022/1 dated 3 May 2023 seeking a Court Order that refers these proceedings to the Union Supreme Court (the "Claimant's Application" or "Application")

AND UPON the Claimant's Amended Application No. CA-015-2022/2 dated 12 July 2023 (the "Amended Application")

AND UPON the Court allowing an Amended Application to be filed

AND UPON reading the submissions, witness statements and other documents filed and recorded on the Court file

IT IS HEREBY ORDERED THAT:

1. The Amended Application is dismissed.

2. The Claimant shall pay the Respondent's costs, to be assessed by the Registrar if not agreed.

Issued By:
Delvin Sumo
Assistant Registrar
Date of issue: 12 October 2023
At: 4pm

SCHEUDLE OF REASONS

Introduction

1. On 19 April 2023, the Court of Appeal delivered judgment dismissing the Claimant's appeal against a decision of Justice Roger Giles, delivered on 27 April 2022. Justice Giles had held that the Court of First Instance (the "CFI") had jurisdiction to entertain the Respondent's claims against the Claimant under Article 5(A)(2) of the Judicial Authority Law (Dubai Law No 12 of 2004) (As amended by Law No 16 of 2011). This was on the basis that the DIFC CFI Court is "a court of the United Arab Emirates" within the meaning of the jurisdiction clause in the insurance policies which gave rise to the dispute between the parties as insured and insurer respectively. The history of the proceedings, the relevant contractual provisions, the statutory framework and an outline of the Primary Judge's reasons for decision appear in the judgment of the Court of Appeal.

2. The unsuccessful appellant has now filed an application in this Court seeking an order in the following terms:

> "(1) The DIFC Court shall make a referral of these proceedings to the Union Supreme Court pursuant to Article 99(3), 121 and 151 of the UAE Constitution and Article 31 of the Supreme Court Law for it to consider the direct conflict between Article 5(A)(2) of the Judicial Authority Law (Dubai Law No 12 of 2012) and Article 33(5) and 39 of Civil Procedure Law (Federal Law No 42 of 2022).
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> (2) The proceedings in CFI 098-2021 shall be stayed in accordance with RDC rr 4.2(6) and pursuant to Article 31(4) of the Supreme Court Law until the Union Supreme Court has given judgment on the issue of constitutionality raised."

3. The proposed orders appeared in an application form amended in terms of the relief claimed from the Application Notice as initially filed. The amendment is allowed. The Court will proceed on the basis of the Amended Application.

The basis for the Amended Application

4. In the Third Witness Statement of Samuel Richard Wakerley, a solicitor for the Claimant, filed in support of the Amended Application, it is said

that the Claimant seeks a referral to the Union Supreme Court (the "USC"). It does so on the ground that pursuant to Articles 99(3), 121 and 151 of the UAE Constitution and Article 31 of the Supreme Court Law, the USC should be asked to consider a direct conflict between Article 5(A)(2) of the Judicial Authority Law and Articles 33(5) and 39 of the Civil Procedure Law (Federal Law No 42 of 2022). The issue said to arise under the Amended Application is the constitutional issue raised by the Court of Appeal's decision that it has jurisdiction over the dispute by virtue of the parties' agreement in circumstances where Federal Laws are said to point to a different jurisdiction.

5. Before considering the arguments in support of the Orders sought under the Amended Application, it is appropriate to set out the constitutional and statutory framework.

Constitutional and statutory framework

UAE Constitution

6. The following Articles of the UAE Constitution are relied upon by the Claimant:

> **"Article 99(3)**
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> The Federal Supreme Court shall have jurisdiction in the following matters:
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> .
>
> (3) Examination of the constitutionality of laws, legislations and regulations in general, if such request is referred to it by any Court in the country during the examination of a pending case. The aforesaid Court shall be bound to accept the ruling of the Federal Supreme Court rendered in this connection.
>
> **Article 121**
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> Without prejudice to the provisions of the preceding Article, the Federation shall have exclusive legislative jurisdiction in the following matters:
>
> Labour relations and social security - real estate and expropriation in the public interest - extradition of criminals - banks - insurance of all kinds - protection of agriculture and animal welfare - major legislations relating to penal law, civil and commercial transactions and company law, procedures before the civil and criminal courts - protection of intellectual, technical and industrial property and copyright - printing and publishing - import of arms and ammunitions except for use by the armed forces or the security forces belonging to any Emirate - other aeronautic affairs which are not within the executive jurisdiction of the Federation - the limitation of territorial waters and regulation of navigation on the high seas - organising the free zone areas - determining the method of creation of such zones and the scope of its exception from the implementation of Federal Laws.
>
> **Article 151**
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> The provisions of this Constitution shall prevail over the Constitutions of the Member Emirates of the Federation and the Federal Laws which are issued in accordance with the provisions of this Constitution shall have priority over the legislations, regulations and decisions issued by the authorities of the Emirates. In case of conflict, that part of the inferior legislation which is inconsistent with the superior legislation shall be rendered null and void to the extent that removes the inconsistency. In case of dispute the matter shall be referred to the Federal Supreme Cour for its ruling."

Federal Law No 8 of 2004 Financial Free Zones

7. Federal Law No 8 of 2004 provided for the establishment, by Federal Decree, of Financial Free Zones within any of the Emirates of the United Arab Emirates in which financial activities are carried on. Article 3(2) provided:

> "(2) These Zones and Financial Activities shall also be subject to all Federal laws, with the exception of Federal civil and commercial laws."

Federal Decree establishing Financial Free Zone in Dubai

8. By a Federal Decree dated 27 June 2004, the President of the United Arab Emirates decreed the establishment of a Financial Free Zone in the Emirate of Dubai to be named "Dubai International Financial Centre".

Dubai Law No 9 of 2004, Dubai International Financial Centre

9. By Dubai Law No 9 of 2004, provision was made for the Dubai International Financial Centre which, under Article 3(1) should have financial and administrative independence and be attached to the Government. The Law established by Article 8, the DIFC Judicial Authority and the formation of the DIFC Courts and their jurisdiction.

10. The Claimant pointed to the provisions of Federal Decree Law No 33/2022 on the Federal Supreme Court and in particular Article 31.

Federal Decree Law No 33/2022 on the Federal Supreme Court

> **"Article 31**
>
> 1 The unconstitutionality claims arising before any court during a law suit considered thereby, shall be referred to the Federal Supreme Court without fees by a reasoned decision issued by the competent court and signed by the President of the competent circuit mentioning the legal provisions to be considered, in case such referral is based on the decision of the court considering the relevant subject matter.
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> 2 In case constitutionality is challenged by any of the litigants of the case and the court considering the subject-matter has accepted such

challenge, the court shall determine a deadline to file the law suit before the Federal Supreme Court. In case said deadline has lapsed and the contesting party fails to file a lawsuit, this shall be deemed as an abandonment of the defence thereof.

3 In case the court considering the concerned subject-matter rejects the defence, then the rejection shall be by a justified judgment. The concerned persons may challenge said rejection as well as the judgment pronounced on the subject matter of the lawsuit, before the court deemed competent to consider the challenge to such judgment, in case challenge is possible.

4 The court considering the subject matter of the case shall suspend such case until the Federal Supreme Court decides on the constitutionality thereof. The decision of suspension shall be issued with the referral decision mentioning clause (1) of this Article or after filing the lawsuit within the time-limit determined by the court as mentioned in clause (2) of this Article."

Civil Procedure Law (Federal Law No 42 of 2022)

11. The Claimant also relied upon provisions of the Civil Procedure Law (Federal Law No 42 of 2022), which came into effect on 2 January 2023. It superseded Federal Law No 11 of 1992. It provided, in Articles relied upon by the Claimant:

"Article 33(5)

In cases other than those stipulated in Article (34) and Article (36) to (41) of this Law, the parties may agree to confer jurisdiction on a specific court, in which case jurisdiction shall lie with such court.

Article 39

In disputes related to the claim of the insurance value, jurisdiction shall lie with the court within the circuit of which the domicile of the beneficiary or the location of the insured property is located."

12. The wording of Article 39 was substantially the same as that of Article 37 of the Civil Procedure Law (Federal Law No 11 of 1992).

Judicial Authority Law

"Article 5(A)(2)

The Court of First Instance may hear and determine any civil or commercial claims or actions where the parties agree in writing to file such claim or action with it whether before or after the dispute arises provided that such agreement is made pursuant to specific, clear and express provision."

Procedural history of this Application

13. The procedural history of the current application was as follows:

(a) On 3 May 2023, the Claimant filed the Application supported by the Second Witness Statement of Mr Wakerley in which it sought a referral of the proceedings "to the Union Supreme Court pursuant to Article 99(3) of the UAE Constitution and Article 31 of the Supreme Court Law for it to consider the constitutional implications of the [CA Judgment] that it has jurisdiction to hear [Abnic's] claim" (the "Application").

(b) On 7 June 2023, the Respondent filed its evidence in answer in response to the Application supported by Mr Soudgar's Fifth Witness Statement.

(c) On 7 July 2023, after a series of agreed extensions, the Claimant filed what was said to be its evidence in reply in relation to the Application. In the event, it was not evidence in reply but a new application in which the Claimant confirmed that it had abandoned and was no longer pursuing the orders sought in the original Application.

(d) On 11 July 2023, the Registry confirmed that the Claimant was at liberty to file any application it deemed fit in order to amend its Application.

(e) On 12 July 2023, the Amended Application was filed, supported by Mr Wakerley's Third Witness Statement. Under the Amended Application the Claimant sought a referral of the "proceedings to the Union Supreme Court pursuant to Article 99(3), 121 and 151 of the UAE Constitution and Article 31 of the Supreme Court Law to consider the direct conflict between Article 5(A)(2) of the Judicial Authority Law . and Article 33(5) and 39 of the Civil Procedural Law ..."

(f) On 31 July 2023, the Sixth Witness Statement of Leonard Omeed Soudgar, a solicitor representing the Respondent was filed, which dealt with the substance of the Amended Application.

The Amended Application

14. The Application to amend the original Application is allowed to enable the Claimant to pursue the real issue which it wishes to raise.

The Decision of the Court of Appeal

15. The insurance policies which were in issue between the parties on the appeal each contained a provision in the following terms:

"This contract shall be governed by and construed in accordance with the English law and each party agrees to subject to the exclusive jurisdiction of the courts of the United Arab Emirates. The Arbitration Contract shall also be subject to the law and jurisdiction of the United Arab Emirates."

It was common ground that the parties had not entered into an arbitration agreement in relation to the policies.

16. The Court referred to Article 5(A)(2) of the Judicial Authority Law and to Article 121 of the UAE Constitution which sets out the 19 matters on which the Union shall have exclusive legislative and executive jurisdictions and specifically referred to the jurisdiction in:

> "insurance of all kinds;
>
> major legislation relating to the penal, civil and commercial transactions and company law, procedures before the civil and criminal courts;
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> .
>
> organising the Free Zone areas, determining the method of creation of such Zones and the scope of its exception from the implementation of Federal Laws."

The Court also referred to Federal Law No 8 of 2004 concerning Financial Free Zones, Federal Decree No 35 of 2004 establishing the Financial Free Zone in Dubai and Federal Law No 6 of 2007, the Insurance Law. The Court of Appeal referred to various provisions of the Insurance Law and the Insurance Authority Board Resolution No 33 of 2019, providing for the formation of committees to hear insurance disputes.

17. Before the Court of Appeal, the Claimant had contended that the issues for determination by the Court were:

> (a) Whether the Primary Judge erred in finding that the DIFC Court was "the" or "a" competent court to determine the challenge by the parties to a ruling by the Federal Insurance Authority and whether (if the DIFC Court was not "the" or "a" competent court) he therefore erred in concluding that the parties objectively intended the DIFC Court to have jurisdiction over their disputes.
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> (b) The proper construction of Rules 44.29 and 44.30 of the Rules of the DIFC Courts (the "RDC") relating to the time for lodging grounds of appeal and skeleton argument.

The latter issue is not relevant to the present application.

18. The Claimant submitted to the Court that as a matter of construction of the Financial Free Zones law and the Insurance Law and as a result of policy choices made by the UAE legislature, the Financial Free Zone courts were not intended to have jurisdiction over claims by insurers under policies issued by UAE established or registered insurers carrying on insurance activities in the Emirates, excluding the Financial Free Zones. This, it was said, meant that the Respondent had no right to initiate proceedings for a negative declaration in the DIFC Court and that the DIFC Court could not be "the" or "a" competent court for the purpose of a challenge to the Insurance Authority under Article 110(4) of the Insurance Law.

19. The Court of Appeal concluded that the objection to the jurisdiction of the DIFC CFI was not well-founded. The provisions of the Insurance Law were said to create a mechanism under Article 110 for the resolution of disputes between insurers and insureds in a particular set of circumstances and to have a limited application. The application of that mechanism was not expanded beyond Article 110 by general provisions of the Insurance Law in Article 2 or the general regulatory role of the Authority set out in Article 7. Article 110 imposed a general and ambulatory obligation on insurance companies to "process . insurance claims according to legislations in force and the provisions of the insurance policies" based on the procedures set out in Article 110(1)(a)(d).

20. The Court of Appeal referred to the committee process and concluded that the committees created by Insurance Authority Resolution No 33 of 2019 were, according to Article 3(4) of that Resolution concerned with "the complaints of the insured". The Resolution did not have a preclusive effect preventing the insurer from seeking legal remedies in relation to disputes arising out of insurance contracts. There was nothing in the provisions of the Insurance Law which would prevent the parties to an insurance contract from agreeing to subject themselves when in dispute to the jurisdiction of the courts of the UAE inclusive of the DIFC Courts and without the requirement to pass through a committee process.

The Claimant's contention

21. The Claimant contended in paragraph 9 of the Third Witness Statement of Mr Wakerley, that pursuant to Article 99(3), 121 and 151 of the UAE Constitution and Article 31 of the Supreme Court Law, the USC should consider the direct conflict between Article 5(A)(2) of the Judicial Authority Law. and Articles 33(5) and 39 of the Civil Procedure Law. The issue raised by the Amended Application was said to be essentially the same as that raised by the original Application, namely the constitutional issue raised by the Court of Appeal's decision that it has jurisdiction over this dispute by virtue of the parties' agreement in circumstances where Federal Laws point to a different jurisdiction. It may be noted that what came before the Court of Appeal concerned the jurisdiction of the Court of First Instance at the time that it decided the question.

22. Mr Wakerley in his statement set out the constitutional and statutory framework upon which he relied, including Article 5(A)(2) of the Judicial Authority Law and Articles 33(5) and 39 of the Civil Procedure Law. He contended that on the facts of this case, which had no connection with the DIFC, the DIFC Court could not have jurisdiction over the parties under Article 39. Yet in its judgment, the Court of Appeal had held that it had jurisdiction over the dispute by virtue of the parties' agreement. That judgment was said to raise an obvious conflict between the provisions of Article 5(A)(2) of the Judicial Authority Law and those of Articles 33(5) and 39 of the Civil Procedure Law.

23. The Claimant contended that Article 151 of the UAE Constitution provides that the Civil Procedure Law has priority over the Judicial Authority Law, the first being a Federal Law and the second an Emirate level law. In so far as Article 5(A)(2) of the Judicial Authority Law would permit parties to insurance contracts falling within the scope of the Federal Insurance Law to opt into a jurisdiction other than that which is provided for under Article 39 of the Civil Procedure Law it gives rise, so it was said, to a direct conflict between a UAE Federal Law and an Emirate level law. This conflict was said to raise significant and serious public policy issues.

The Respondent's contentions

24. The Respondent's contentions were set out in the Sixth Witness Statement of Leonard Omeed Soudagar. Put concisely, the Respondent's

position is that the issues set out in Mr Wakerley's statement concern the interpretation of the Judicial Authority Law and the Civil Procedure Law, not issues of constitutionality.

25. The Respondent contended that the Amended Application is based on a wrong interpretation of Articles 99(3), 121 and 151 of the UAE Constitution, Article 31 of the Supreme Court Law and Articles 35 and 39 of the Civil Procedure Law. The Respondent argued:

(1) Article 99(3) of the UAE Constitution makes clear that a referral to the USC must be made "during the examination of a pending case by the court considering the case." The case before the Court of Appeal has been determined. There is no case pending before it

(2) Article 31(1) of the Supreme Court Law makes clear that any allegation of unconstitutionality must be put fairly and squarely to the court hearing the particular matter before it renders a decision. It is not open to a party to assert after the event and after judgment that an entirely separate and new issue which was not raised before the court hearing the matter, gives rise to an alleged constitutional, such as the alleged conflict between Article 5(A)(2) of the Judicial Authority Law and Article 33(5) and 39 of the Civil Procedure Law which is the subject of the Amended Application.

(3) If the Claimant considered that a constitutional issue was raised, it was incumbent upon it to state that in the application heard by Justice Roger Giles in April 2022, in its application for permission to appeal and on the appeal itself. It failed to do so at any stage.

(4) Article 151 of the UAE Constitution must be read together with Article 99(3). If a question arises as to the priority of laws as contemplated in Article 151, those issues must arise, be disputed and then referred to the USC "during the examination of a pending case".

Consideration

26. On the proper construction of the Federal Insurance Law and its limited application, there is no conflict between that law and the operation of Article 5(A)(2) of the Judicial Authority Law permitting parties to insurance contracts to litigate their disputes in the DIFC Courts

27. The UAE has exclusive legislative competency in relation to insurance of all kinds. The fact that it has such competency and makes a law relating to insurance as it has, does not determine the question whether a DIFC Court may, by agreement of the parties, exercise jurisdiction in relation to an insurance matter. An inconsistency would only arise if exclusive jurisdiction with respect to such matters were vested in the onshore courts

28. It is perhaps useful to restate the substantive elements of the Court of Appeal's reasoning which, according to the Claimant, give rise to the constitutional issue:

"77. The provisions of the Insurance Law create a mechanism under Article 110 for the resolution of disputes between insurers and insureds in a particular set of circumstances. It has a limited application. The application of that mechanism is not expanded beyond Article 110 by general provisions of the Insurance Law in Article 2 or the general regulatory role of the Authority set out in Article 7. Nor is it affected by the power of the Board of the Authority to issue decisions.

78. Article 110 imposes a general and ambulatory obligation on insurance companies to "process . insurance claims according to legislations in force and the provisions of the insurance policies" based on procedures set out in Article 110(1)(a) to (d). 22 of 26

79. A disputed claim may be referred to a committee established by the Authority. Although Article 110 refers to complaints by "the concerned party", it is clear that that term refers to an insured complainant. The Authority has the "right to ask the Company to provide clarifications" where a dispute has arisen concerning a claim. The "Company" refers to the insurer. The committees created by Insurance Authority Resolution No 33 of 2019 are, according to Article 3(4) of that Resolution, concerned with "the complaints of the insured". Article 110 creates a dispute resolution mechanism which may be invoked by an insured person. It does not by its terms nor by any necessary implication have a preclusive effect preventing the insurer from seeking legal remedies in relation to disputes arising out of insurance contracts. A straightforward example of such a matter, plainly outside the purview of the Committee process, would be an action for the recovery of an insurance pay-out where it is alleged that the claim was fraudulent. Another possibility might be an action for the recovery of a premium due under an insurance contract. And, as in this case, declaratory relief may be sought that the policy is avoided on the grounds of misrepresentation or failure to make disclosure of a relevant risk.

80. The reference to "competent court of first instance" in Article 110(4) is specifically directed to challenges on the merits of committee decisions. Even if it be the case that the "competent court" is, properly construed, a non-DIFC Court, it has no preclusive operation affecting the jurisdiction of DIFC Courts, a fortiori, where the parties to an insurance contract have agreed that those courts are included in the class of courts having jurisdiction over their disputes. The better view is that the term "competent court" embraces a court having relevant jurisdiction to which the parties have agreed to submit their disputes.

81. The asymmetric nature of the dispute resolution mechanism under Article 110 was said to reflect a public policy choice protective of insured parties. As the present case demonstrates however, insured parties may range from individual consumers to small businesses to large and sophisticated commercial entities. The asymmetry, if anything, militates in favour of a non-preclusive construction of Article 110.

82. There is nothing in the provisions of the Insurance Law which prevents the parties to an insurance contract from agreeing to subject themselves, when in dispute, to the jurisdiction of the courts of the UAE inclusive of the DIFC Courts and without the requirement to pass through a committee process.

83. That said, there may be cases where the institution of proceedings by an insured in one court while earlier proceedings are pending may, if not an abuse of process, warrant a stay of proceedings in the latter jurisdiction in the interests of comity and efficiency. That is not this case. It is not an abuse for an insurer party to seek declaratory relief in a DIFC Court which would not be available through an administrative committee process nor on a challenge to a decision emanating from such a process.

84. The insurer is entitled to pursue its legal remedies in the DIFC unless there is a clear statement of UAE law which denies jurisdiction in such a case to the DIFC Court. There is none.

85. The Appellant has invoked somewhat numinous concepts of context and public policy to support its case against jurisdiction in the DIFC CFI. Neither the Insurance Law nor the Resolution of the Authority establishing the committee system has that effect."

29. As appears from the above the approach which this Court took was based upon the proper construction of the Insurance Law and its impact on the ability of parties to invoke the jurisdiction of the DIFC Courts.

30. In its argument before the Court of Appeal, the Claimant had advanced the following contentions in its appeal submissions:

"53. In order to determine which court is the competent court for the purpose of Article 110(4) the parties will have regard to the provisions of the Civil Procedure Code which allocate jurisdiction between the local courts. By Article 39 of the new Civil Procedure Law (Federal Law No 42 of 2022)

Disputes relating to the application for the insurance value of the court shall be the home of the beneficiary or the place of the insured money.

54. As the Dubai Court of Cassation has observed the reason why the court of the insured is available is "due to observing the side of the claimant on the consideration that he is the weak party who suffered from the insured risk." In the same case the Court of Cassation has also indicated that "the place of the insured money" means the place where the insured property is located, where the local court is likely to have relevant knowledge and that the domicile of the defendant is another basis of jurisdiction. See Cassation No 113/2022.

55. By virtue of Article 33(5) of the new Civil Procedure Law, Article 39 overrides any agreement of the parties to the courts of a different jurisdiction. If a party brings a claim not contemplated by Article 39 the courts of that jurisdiction will dismiss the claim."

31. The English translation of Article 39 of the Civil Procedure Law is not particularly clear. It does not on its face, exclude the jurisdiction of the DIFC Courts and it would be surprising if a general law of civil procedure would have that effect.

32. In any event, it would appear that Article 39 of the Civil Procedure Law does not apply to the DIFC Courts by operation of Article 3(2) of Federal Law No 11 of 1992. In *Meydan Group LLC v Banyon Tree Corporate Pte Ltd* [2014] DIFC CA 005, Justice Sir David Steel, with whom Justice Roger Giles and H.E. Justice Ali Al Madhani agreed, said:

"18. The Constitution of the UAE is to be found in Law No 1 of 1972. By virtue of Article 121, the Union has exclusive legislative jurisdiction in respect of *"Civil and Commercial Transaction Codes . Code of Procedures before the civil courts ."*. Pursuant to those powers the Civil Transactions Code was enacted (Federal Law No 5 of 1985) which, by virtue of Art. 21, allocated the making of jurisdictional rules to the forum of the relevant state. Thereafter the Civil Procedure Code (Federal Law No 11 of 1992) was enacted which inter alia deals with matters of jurisdiction, service of proceedings and ratification of arbitration awards.

19. However, by virtue of Federal Law No 8 of 2004, individual emirate states within the UAE were empowered to establish financial free zones. Of particular note are the following Articles:

Article 3(2) These Zones and Financial Activities shall also be subject to all Federal Laws, with the exception of Federal civil and commercial laws .

.

Article 7(3) Subject to the provision of Article 3, the concerned Emirate [may] within the limits of the goals of establishing he Financial Free Zone, issue legislation necessary for the conduct of its activities.

And at paragraph 27, Justice Sir David Steel said:

In my judgment, perceiving matters against the statutory background outlined above, there is no basis for importing some limitation on the express terms of the DIFXC Courts jurisdiction. The DIFC (and its Court) is in effect exempted from the Commercial and Civil laws of the Union. **The State** of Dubai is afforded freedom under Law 8 of 2004 to promulgate appropriate legislation. DIFC Law 10 of 2004 included jurisdiction in respect of any application over which the DIFC courts has jurisdiction by virtue of DIFC laws and regulations." (emphasis in original)

33. The correctness of Meydan has been affirmed. See also *Investment Group Private Ltd v Standard Chartered Bank* [2015] DIFC CA 004 (19 November 2015) at [82]-[99] and the decision of Sir Richard Field in *VIH Dubai Palm Jumeirah Ltd (Cayman Islands) v Assas Opco Ltd & Others* [2017} DIFC Arb 005 (25 December 2018).

Conclusion

34. The Amended Application should be dismissed with costs.