Claim No: ARB 032/2025

THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

BETWEEN

OSWIN

Claimant/Applicant

and

(1) OTILA
(2) ONDRAY

Defendants/Respondents

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

PENAL NOTICE

YOU, OZLYNN AND OZLEM, ARE IN CONTEMPT OF COURT. IF YOU DISOBEY THIS ORDER, YOU WILL BE IN FURTHER CONTEMPT AND MAY BE REFERRED TO THE ATTORNEY GENERAL OF DUBAI FOR COMMITTAL, FINED OR HAVE YOUR ASSETS SEIZED

YOU, ONDRAY, ARE IN CONTEMPT OF COURT. IF YOU DISOBEY THIS ORDER, YOU WILL BE IN FURTHER CONTEMPT AND YOU (AND/OR YOUR DIRECTORS) MAY BE REFERRED TO THE ATTORNEY GENERAL OF DUBAI FOR COMMITTAL, FINED OR HAVE YOUR ASSETS SEIZED

This is a Committal Order made against Ozlynn ("Mr Ozlynn "), Mr Ozlem ("Mr Ozlem"), and Ondray. ("Second Defendant"), on the application of Oswin ("Applicant")

This Order was made at a hearing before H.E. Justice Sir Jeremy Cooke (the "Judge") on 27 January 2026 (the "Hearing")

The Judge read the Affidavit and Witness Statement(s) listed in Schedule A and accepted the undertakings set out in Schedule B of this Order.

ORDER

UPON the Order of H.E. Justice Sir Jeremy Cooke dated 29 August 2025 (the "Injunction")

AND UPON the Order of H.E. Justice Sir Jeremy Cooke dated 16 September 2025 (the "Continuation Order")

AND UPON the Order of H.E. Justice Michael Black KC dated 21 October 2025 (the "ASI Order") and the Reasons for the ASI Order which followed on 22 October 2025 (the "Reasons")

AND UPON the Order with Reasons of H.E. Justice Sir Jeremy Cooke dated 10 November 2025, dismissing the Second Defendant's application for permission to appeal the Continuation Order

AND UPON the Second Defendant's Appeal Notice dated 3 December 2025, seeking renewed permission to appeal the Continuation Order (the "Renewed Application")

AND UPON the Second Defendant's Application No. ARB-032-2025/5 dated 3 December 2025, seeking a stay of the Injunction (the "Stay Application")

AND UPON the Second Defendant's Application No. ARB-032-2025/6 dated 3 December 2025, seeking declarations, including authorisation of certain persons and the Second Defendant to act on behalf of the First Defendant (the "Authorisation Application")

AND UPON the Second Defendant's Application No. ARB-032-2025/9 dated 19 December 2025, seeking permission to adduce new evidence in respect of the Renewed Application (the "New Evidence Application")

AND UPON the Claimant's Application No. ARB-032-2025/7 dated 31 December 2025 seeking the committal of Mr Ozlynn, Mr Ozlem, and the Second Defendant under Part 52 of the Rules of the DIFC Courts ("RDC") (the "Committal Application")

AND UPON the Second Defendant's Application No. ARB-032-2025/8 dated 5 January 2026, seeking to consolidate Applications Nos. ARB-032-2025/5, 6 and 9 (the "Consolidation Application")

AND UPON the Second Defendant's Application No. ARB-032-2025/10 dated 20 January 2026, seeking the recusal of H.E. Justice Sir Jeremy Cooke from hearing and determining the Committal Application (the "Recusal Application")

AND UPON the Claimant providing its comments to Applications Nos. ARB-032-2025/10 and ARB-032-2025/11, via email to the Registry on

21 January 2026, and confirming that it does not wish to file any evidence in answer (the "Claimant's Email")

AND UPON the Second Defendant's Application No. ARB-032-2025/11 dated 20 January 2026, seeking permission for the Second Defendant's counsel to be represented by legal counsel at the Committal Hearing (the "Representation Application")

AND UPON the Order with Reasons of H.E. Chief Justice Wayne Martin refusing the Renewed Application and the New Evidence Application

AND UPON the Order with Reasons of H.E. Justice Sir Jeremy Cooke dated 23 January 2026, which refused the Stay Application, the Authorisation Application, the Consolidation Application, the Recusal Application and the Representation Application (the "Consolidated Order")

AND UPON the Second Defendant's Application No. ARB-032-2025/12 dated 27 January 2026, seeking to adjourn the Hearing of the Contempt Application (the "Adjournment Application")

AND UPON considering the third witness statements of Mr Osgood dated 18 December 2025 and the third witness statement of Dr Mahmoud Hussain Ali Ahmad dated 27 January 2026 filed on behalf of the Applicant

AND UPON considering the affidavit of Mr Osgood dated 26 January 2026 and the Claimant's written submissions dated 4 February 2026

AND UPON considering the Affidavit of Ozlynn dated 20 January 2026 and the witness statement of Mr Orali dated 26 January 2026

AND UPON considering the affidavit of Ozlem dated 4 February 2026

AND UPON hearing counsel for the Claimant and counsel for the Second Defendant at the Hearing before H.E. Justice Sir Jeremy Cooke on 27 January 2026

AND UPON reviewing the Court file and the Hearing bundle

IT IS HEREBY ORDERED THAT:

1. The Adjournment Application is refused.

2. The Court dispenses with personal service of the Committal Application on Mr Ozlem.

3. The Court waives the procedural defect of failure on the part of the Claimant to file the affidavit of Mr Osgood dated 26 January 2026 (in substantially the same terms as his third witness statement) until 2 February under RDC 52.26.

4. The Committal Application is granted.

5. Each of Mr Ozlynn, Mr Ozlem, and the Second Defendant are found to be in contempt of Court by breaching the Injunction and the ASI Order.

6. Mr Ozlynn, Mr Ozlem, and the Second Defendant shall all be referred to the Attorney General of Dubai for his review and consideration of committal and contempt of Court, as permitted by RDC 52.37(1).

7. Mr Ozlynn, Mr Ozlem, and the Second Defendant shall each pay a fine to the DIFC Courts in the amount of USD 75,000 within 28 days of this Order.

8. Mr Ozlynn, Mr Ozlem, and the Second Defendant shall be jointly and severally liable to pay the Applicant's costs of and occasioned by the Committal Application on an indemnity basis, to be the subject of summary assessment on the indemnity basis following submissions by the Parties as hereafter set out.

9. Paragraph 5 of this Order is suspended and will not become effective if, by 27 February 2026:

(a) Mr Ozlynn, Mr Ozlem, and the Second Defendant comply with the Injunction and the ASI Order and purge their contempt to the satisfaction of the Court, including by:

(i) Discontinuing all proceedings in the Abu Dhabi Court brought by the Defendants in breach of the Injunction and the ASI Order;

(ii) paying, in full, the fines set out in paragraph 6 of this Order within 28 days thereof;

(iii) paying, in full, the Applicant's costs of and occasioned by the Committal Application as assessed in paragraph 7 of this Order; and

(iv) swearing and serving on the Applicant's legal representatives by no later than 23 February 2026 an affidavit undertaking to comply with the terms of the Injunction and the ASI Order going forward.

10. The Claimants shall file submissions of not more than 3 pages with a costs schedule in the usual form for summary assessment within 3 working days of the date of this Order.

11. The Second Defendant shall file submissions in reply to those costs submissions within 3 working days thereafter, limited to 6 pages.

12. The Claimant shall file any reply submissions on costs within 2 working days thereafter, limited to 4 pages.

Issued by:
Hayley Norton
Assistant Registrar
Date of Issue: 9 February 2026
At: 9am

SCHEDULE OF REASONS

Introduction

1. By an Application Notice dated 31 December 2025, the Claimant applied for the committal of the First Defendant, Ozlynn ("Mr Ozlynn") and Ozlem ("Mr Ozlem") for contempt of court under RDC Part 52 on six grounds set out in the Committal Application. In doing so the Claimant filed the third witness statement Mr Osgood dated 18 December 2025 without appreciating the need for an affidavit in accordance with RDC 52.12. In its skeleton argument dated 19 January 2026, the Claimant acknowledged this failure and stated that an affidavit in identical form to the witness statement would be filed prior to the hearing but, despite such an affidavit being sworn it was not filed with the Court until 2 February 2026, after the Court had pointed this out to the parties. The Court is satisfied that no injustice has been caused to the First Defendant, Mr Ozlynn or Mr Ozlem by this failure and, as pointed out by the Claimant, Mr Ozlynn's "affidavit" in opposition to the application suffered from a number of procedural defects and was really no more than a witness statement. Mr Ozlem has since put in an "affidavit" himself dated 4 February 2026 which is also no more than a witness statement. No injustice has been effected by these procedural defects and the Court therefore exercises its powers under RDC 52.26 to waive the irregularities in relation to all these affidavits in failing to comply with RDC 52.12.

2. The history in this matter appears from the various Orders previously made by this Court including the Injunction, the Continuation Order, the ASI Order and most recently the Consolidated Order. The Committal Application is grounded on the first three of those Orders, the first being the Injunction, an ex parte order which was continued by the second Order, the Continuation Order of 16 September 2025 (the return date for the inter partes hearing) with reasons given, and the third Order being the ASI Order, an anti-suit injunction granted by H.E. Justice Michael Black K.C on 20 October 2025, in relation to Abu Dhabi proceedings where a hearing was due to take place the next day (reasons being supplied for that decision on 22 October). The Continuation Order was the subject of applications, by the Second Defendant, for permission to appeal which were refused initially by me and then subsequently by the Court of Appeal. The ASI Order was not the subject of any further challenge.

The Second Defendant's Application for an Adjournment

3. Following the Consolidated Order, in which I refused various applications made by the Second Defendant for the reasons set out, on the morning of the hearing set for 27 January 2025, the Second Defendant applied for an adjournment of the Hearing on three grounds, which I refused, giving extempore reasons which can be summarised as follows:

(a) An adjournment was sought on the basis that Mr Ozlynn was medically unfit to be present and to be subjected to the strain of the hearing, let alone cross examination. No medical evidence was produced to support the Adjournment Application and the previous certificate supplied which was the subject of an Order on 23 January 2026 would not justify an adjournment on that basis, even if the condition referred to there was continuing.

(b) An adjournment was sought on the basis that Mr Ozlem had not been personally served with the Committal Application as required by RDC 52.9(1).

(i) When the Committal Application was served by email on the lawyers for the Second Defendant on 2 January 2026, they acknowledged service and said on 6 January that they would seek to contact Mr Ozlem.

(ii) When the Claimant asked for an address for personal service on him on 2 January 2026, the address given on 9 January 2026 by the lawyers acting for the Second Defendant was in Egypt where it was said it would take one month for personal service to take place by a bailiff.

(iii) His Linked-In profile gives his location as Dubai and his email address which he uses for business purposes has a UAE domain. He must have a real connection with the UAE beyond any residence in Egypt.

(iv) There is no doubt that he has received the Committal Application by email sent to the address which he habitually used in corresponding on behalf of the First and/or Second Defendant. No evidence has been given that he is not fully aware of these proceedings, the Committal Application and the serious implications for him personally.

(v) He had submitted two witness statements and was responsible for skeleton argument in the course of these proceedings and is therefore alive to all the issues which arise in relation to proceedings in the DIFC and Abu Dhabi.

(vi) There is also no doubt that he and Mr Ozlynn work together. He was appointed as chairman of the First Defendant by the Second Defendant/Mr Ozlynn and has been participating in all the correspondence in the litigation which has taken place both in the DIFC and Abu Dhabi. He is well aware of all the issues in this matter and has had every opportunity to submit any evidence that he wished to put forward in relation to the Committal Application.

(vii) The only inference to be drawn is that he and Mr Ozlynn decided that the latter would put in evidence which he has done, whilst he, Mr Ozlem, stayed in the background. If there was anything that he could have said on behalf of the Second Defendant in addition to what has been said by Mr Ozlynn and those representing them, he would have said it in support of the Second Defendant's position. In such circumstances, although it was said on his behalf that, had he been personally served he could have put in an affidavit in defence of his position, I do not consider that this would have taken place and that if there was anything useful that he could have said, it would have been said regardless of the absence of personal service. The fact that the point about personal service was taken at the very last minute before the hearing is significant in raising suspicions about a deliberate strategy to avoid having to answer to the Committal Application or

suggesting that there is really no substance to the point, beyond the technical one which could and should have been taken much earlier if it mattered in reality.

(viii) In these circumstances, particularly as all the evidence relied on is to be found in the documents showing the steps taken in the DIFC and Abu Dhabi proceedings and the correspondence in which he and Mr Ozlynn were engaged, there appeared to me to be no issues of fact where his evidence could alter the position or affect the view to be taken of his actions.

(ix) I therefore, considering that this ground, like the basis upon which Mr Ozlynn sought an adjournment had no real substance, even though the RDC provides for personal service "unless the Court otherwise directs". Had an application been made at the beginning of January for dispensing with service under Rule 52.9(1), as provided in RDC 52.9(1) and 52.10, I would have granted it and see no reason why I should now not dispense with such service because I can see no prejudice to Mr Ozlem in doing so, because he must have been fully aware of his ability to contribute, had he wished to do so in defence of the position of the Second Defendant, Mr Ozlynn and himself, all of which are aligned and where their interests are coextensive.

(c) An adjournment was also sought on the ground that the lawyer representing the Second Defendant and Mr Ozlynn was unavailable as he had a family emergency which meant that he also had to be in Egypt. A copy of what appeared to be an entry in his passport was exhibited showing travel on 16 January which was 11 days away from the Hearing date and which would have allowed for different representation had that been required. As it turned out, Mr Ismail appeared online as representing the Second Defendant and Mr Ozlynn, and on my refusal to adjourn the matter, also for Mr Ozlem. An online link had been supplied at the outset so there was no basis in any event for any suggestion that his absence in person from the DIFC would prevent his appearing to make submissions on behalf of the Second Defendant and these two individuals to whom I shall hereafter referred to as the "Individual Respondents". Whilst there were some difficulties in transmission, Mr Ismail was able to make extensive submissions on behalf of them all.

The Committal Application

4. The Committal Application is founded on the alleged contempt by the Second Defendant, of which Mr Ozlynn is the sole proprietor, and the acts of the latter and Mr Ozlem, the Chairman of the First Defendant who has, it is clear, being acting in concert with Mr Ozlynn. The relevant key paragraphs of the Orders on which the Claimant relies are as follows:

(a) Paragraph 5 of the Injunction of 29 August 2025, as continued in the Continuation Order of 16 September 2025, which provides:

"Until further order or until the matters raised in the Notice of Arbitration dated 15 August 2025 are determined by the duly appointed Tribunal, with its seat in the DIFC, whether in the context of interim measures or finally in an Award issued by the Tribunal:

(a) the Second Defendant shall not, directly or indirectly, purported to act on behalf of the First Defendant in relation to the management or operation of the medical and hazardous waste facility at Obando, ("Plant") unless and until there is

(i) unanimous resolution of the Order of Directors of the First Defendant as required by clause 9.3 of the JVA; or

(ii) that satisfies the voting thresholds prescribed by clause 10.3 the JVA.

(b) The Defendants must not take any steps, implement any decisions or instruct any third parties or public authorities in relation to the management or operation of the Plant, including without limitation, replacement or removal of the Claimant, unless that step or decision has been approved in accordance with the requirements in JVA clause 9.3 and JVA clause 10.3."

(b) Paragraph 7 of the same Order provides;

"... The Claimant shall continue to act as operator of the Plant under and in accordance with the O&M dated 25 August 2021 and the Environmental Permit issued by the Environment Agency Abu Dhabi, until such time as a duly convened meeting of the board of directors of the first defendant (satisfying quorum and unanimity requirements under JVA clause 9.3) or a General Assembly resolution under JVA clause 10.3, resolves otherwise".

(c) Paragraph 5 of the ASI Order of 21 October 2025 which provides:

"The Defendants:

(a) must not take any further steps in Abu Dhabi Court Case X , save for the step set out immediately below; and

(b) must discontinued those proceedings forthwith."

5. Notwithstanding submissions on the part of Mr Ismail for the Second Defendant and the Individual Respondents to the Committal Application, it is clear that the Second Defendant acted in breach of these orders and that both of the Individual Respondents acted together to instigate and perpetuate proceedings in Abu Dhabi which were designed to bring about a change of management of the Second Defendant, removing the Claimant from its position under the O&M Agreement to which reference is made in previous reasons given for the orders made in this action.

6. The Claimant set out the following six grounds in the Committal Application:

"1. The Second Defendant, Mr Ozlynn and/or Mr Ozlem breached the Injunction issued by this Court on 29 August 2025 (the "injunction") when, on 13 September 2025, the Defendants commenced proceedings in the Abu Dhabi Court of First Instance ("ADCFI") which proceedings sought, inter-alia, to (a) remove the Claimant as operator of the Plant and (b) appoint the Second Defendant as the party in charge of the management of the First Defendant until takeover of the Plant.

2. The Second Defendant, Mr Ozlynn and/or Mr Ozlem breached the injunction when they purported to act on behalf of the First Defendant in initiating proceedings in the ADCFI on 13 September 2025, the Abu Dhabi Court of Appeal ("ADCA") on 3 October 2025 and the Abu Dhabi Court of Cassation ("ADCC") on 13 November 2025.

3. The Second Defendant, Mr Ozlynn and/or Mr Ozlem breached the anti-suit injunction issued by this court on 20 October 2025 ("the ASI Order") when, on that date- or at least prior to the 21 October 2025 hearing before the ADCA-the Defendants failed to discontinue the ADCA proceedings in accordance with paragraph 5(b) of the ASI Order.

4. The Second Defendant, Mr Ozlynn and/or Mr Ozlem breached the ASI Order when, on 21 October 2025, the Defendants took further steps in the ADCA proceedings in that they (a) participated in the 21 October 2025 hearing and(b) filed further pleadings with the ADCA at the 21 October 2025 hearing.

5. The Second Defendant, Mr Ozlynn and/or Mr Ozlem breached the ASI Order on 13 November 2025 when, instead of discontinuing the ADCA proceedings, the Defendants appealed the ADCA's order dated 28 October 2025 to the ADCC.

6. The Second Defendant, Mr Ozlynn and/or Mr Ozlem breached the injunction when, on 19 November 2025, the Defendants commenced a fresh set of proceedings in the ACFI, which proceedings seek to circumvent the Injunction by the Defendants seeking orders from the ADCFI that the Applicant handover the Plant to the Defendants."

7. Mr Ozlynn submitted an affidavit dated 19 January 2026 which I have taken fully into account. An ambitious submission was made that the Committal Application was fundamentally misconceived, failed to meet the stringent requirements for contempt proceedings and constituted an abuse of the Court's process. He maintained that at no time did he intend to disobey or defy any Order of this Court and that all steps were taken on the basis of legal advice which was sought and received in good faith. Further, he said that he did not understand the Injunction to restrain the taking of procedural steps directed to shareholder governance and oversight, as distinct from acts of operational management. To the extent that there was any ambiguity as to the scope of the Injunction it should be resolved in his favour, as the alleged contemnor. Reliance was placed upon Federal Law and alleged rights thereunder as justifying the course taken in Abu Dhabi. The course was one which he believed he was entitled to take.

8. Furthermore, he relied upon an alleged change in circumstances said to constitute a critical and material change which occurred in the landscape after the ASI was granted. This change was said to have been brought about by the reasons of the ADCA where it was said to have identified the O&M Agreement as the governing contract for the dispute, rather than the JVA. The parties to the O&M Agreement were of course, the Claimant and the First Defendant, not the Second Defendant at all, who was purporting to act on behalf of the First Defendant in bringing the proceedings in Abu Dhabi which, as appears from the orders made in the DIFC, should never have been brought at all. Challenges were made to the arbitration agreement in the O&M Agreement on the basis of a lack of authority to conclude it under the UAE Federal Arbitration Law No. 6 of 2018 in circumstances where the Second Defendant was not party to that agreement at all. The attempted justification for taking proceedings in Abu Dhabi in relation to the operation and management of the Plant does not bear serious scrutiny.

9. Furthermore, in circumstances where Mr Ozlynn was on notice that his attendance was required for cross examination on his affidavit, but failed to appear in court for that purpose, the position is, as pointed out in this Court's Consolidated Order, that adverse inferences can properly be drawn in relation to the statements made in that affidavit. It is inconceivable that, if Mr Ozlynn sought and was given advice on the ambit of the Injunction, as he says he was, he did not realise that applying to the ADCFI for relief relating to the management and operation of the Plant constituted a breach of the Injunction. The reality is that he considered the Injunction granted by the DIFC Court to be wrong and sought to find a way to avoid its effect. As is plain from the history of these proceedings, very limited arguments were made on the return date following the grant of the ex parte Injunction and it is now too late for the Second Defendant or the Individual Respondents to raise arguments on the merits which could have been made then. The cases cited to this Court by the Claimants establish beyond argument that, whether considered right or wrong, orders of the Court must be obeyed unless and until overturned on appeal, which has not happened. Mr Ozlynn and Mr Ozlem must have been advised of this if they sought advice at all and must therefore equally have been aware that what they were doing in pursuing the Abu Dhabi proceedings was a breach of the Injunction, and later the ASI Order.

10. In long and repetitive and confused oral submissions, it was said on behalf of the Second Defendant and the Individual Respondents that the Claimant could not show, to the criminal standard of proof, that there had been a deliberate breach of the Orders of this Court. It was said that the Orders made by this Court were not sufficiently clear, that the proceedings taken in Abu Dhabi never sought to oust the Claimant from management and that the Second Defendant and the Individual Respondents considered themselves entitled to rely on provisions of the Federal Law of the UAE relating to the conduct of company affairs and the rights and obligations of shareholders and directors. They considered what they did to be justified under the terms of the Memorandum of Association of the First Defendant, the O&M Agreement and federal law. Particular focus was placed upon:

(a) the change in circumstances which was said to arise as a result of the Abu Dhabi Court of Cassation reasoning relating to the O&M Agreement, which is not only an irrelevance but arose as a result of a breach of the Injunction which should never have occurred.

(b) a change in the pleaded case in Abu Dhabi where various prayers for relief were abandoned on 17 October 2025 in the Abu Dhabi Court of Appeal, leaving a claim for an expert committee to be appointed to visit the project site under management and operation, to establish the Claimant's control over it, to record the condition of the project and to provide various information relating to the management operations and accounts. However, a further order was sought to enable the Second Defendant and the First Defendant, for whom the former purported to act, to enter the Plant and establish the "respondent's [Claimant's] control over it" (in translation).

11. Notwithstanding that change in the prayer for relief, there is no doubt about the breaches of paragraph 5(a) of the Injunction in the Second Defendant commencing proceedings in Abu Dhabi, seeking orders for changes in the management structure, as set out in the first ground relied on by the Claimant. Paragraphs 2 and 4 of the request for relief made to the ADCFI sought orders enabling the Defendants to enter the plant and take it over and a ruling that the Second Defendant should be able to act for the First Defendant, directly contrary to the terms of the Injunction. The documents showing what occurred in the ADCFI are conclusive on this point. Similarly, notwithstanding the change on 17 October, the second

ground relied on by the Claimant is also made good because, contrary to the terms of paragraph 5(b) of the Injunction, the Second Defendant purported to act on behalf of the First Defendant in bringing and continuing the proceedings in the ADCFI, the ADCA and the ADCC. It should be noted that H.E. Justice Michael Black KC found, at paragraph 44 of the Reasons for the ASI Order that the case brought by the Second Defendant was unarguably a breach of the Continuation Order and that even after amendment, the Defendants were seeking to undermine the arbitral process (paragraph 46) when the appropriate forum in which to make requests for documents was the DIFC arbitration (paragraph 48).

12. Similarly, notwithstanding the fact that on 20 October 2025 the ASI Order was made in the DIFC with immediate effect and required the Second Defendant to discontinue Abu Dhabi Court Case X brought in the name of both the First and Second Defendants, the Individual Respondents who gave instructions to the local lawyers did nothing to bring that about and, to the contrary, further pleadings were submitted by them on 21 October 2025 and they attended a hearing on that date in the ADCA. When that decision went against them, they then, on 13 November 2025, appealed the ADCA order in Case X (the case they were ordered to discontinue) to the ADCC in further breach.

13. The final alleged breach relied on occurred on 19 November 2025 when the Second Defendant instituted another set of proceedings before the ADCFI in which orders were sought that the Claimant should hand over the Plant and all operating systems to the Defendants on payment of the sum of AED 10.5 million by the First Defendant to the Claimant (which is said by the Claimant to represent unpaid sums due under the O&M Agreement in respect of the running of the plant over a number of months since the Injunction), and that the Claimant should hand over the Project and all the operational, administrative and financial systems with a report on the condition of the equipment and its state of maintenance so that the project could be operated and utilised by the Defendants. The alternative plea was that the whole project should be liquidated and the contract brought to an end. Once again, the Second Defendant was purporting to act on behalf of the First Defendant when ordered not to do so and was seeking to reverse the status quo by removing the Claimant as operator of the Plant.

14. The Claimant contends that the conduct of the Second Defendant and those responsible for it, namely Mr Ozlynn and Mr Ozlem, who have been conducting the correspondence with the Claimant and issuing instructions for the proceedings in Abu Dhabi, represents a deliberate and escalating campaign of defiance in the face of the orders of the DIFC Court. In circumstances where there has been no permission to appeal given in relation to any of the Orders which have been breached, it is not open to the Defendants to say that those orders were wrongly made and there can be no legitimate reason for ignoring them and seeking to find a way round them by going to another court. Whatever the advice received in relation to the Federal Law of the UAE and the provisions of agreements other than the JVA, it cannot seriously be contended that the terms of the orders made by the DIFC Court could be understood as allowing the Defendants to do what they did in pursuing the proceedings in Abu Dhabi. The only conclusion to be drawn is that the Second Defendant and the Individual Respondents knew full well what they were doing particularly given the terms of the correspondence exchanged with the lawyers acting for the Claimant who pointed out the breaches to this Court's orders and sought to persuade the Second Defendant to abide by them. The correspondence was sent to both Mr Ozlynn and Mr Ozlem . Whilst it is not necessary for a finding of contempt for a court to find that the alleged contemnors knew or intended that the relevant acts and omissions would constitute a breach, in this case I find that they must have so known and deliberately chose to take the course of action that they did and persisted in over a period of some four months, hoping to gain some advantage in Abu Dhabi in relation to the deadlock which has arisen under the JVA.

15. Whilst the Claimant continues to run and operate the plant, which is necessary as a matter of health and safety, it is receiving no payment for doing so but that is not relied on as a ground for the Committal Application, although paragraph 7 of the Injunction requires compliance with the O&M Agreement. Furthermore, it now appears that further proceedings have been filed by the Second Defendant on 10 December 2025 in relation to the DIAC arbitration which was commenced by the Claimant, challenging its validity and also seeking an order suspending all enforcement proceedings in support of the arbitration which would appear to include the orders made by this Court. That also does not feature as a ground for the Committal Application before me today, but both actions represent a continuation of the approach of the Second Defendant and the two individuals concerned. I was told that the Second Defendant is not cooperating in the arbitration which has been begun, refusing not only to pay the deposit required but to participate in it at all.

Conclusion

16. I find therefore that the Second Defendant, Mr Ozlynn and Mr Ozlem have all intentionally and deliberately breached the Injunction and the ASI Order in each of the six ways set out in the Committal Application and are in continuing contempt of court.

17. I approach the question of sanctions for contempt in the light of the dicta of Justice Martin (as he then was) in *Lateef v Liyela* [2020] DIFC ARB 017. I need not repeat what is said at paragraph 141(a) - (e) of that decision but draw attention to what is said about breaches of orders being serious because they undermine the administration of justice resulting in a need for imprisonment to punish serious contempt and to manifest the Court's disapproval of such breaches. A continuing failure and a serious and deliberate breach of court orders require condign sanctions. That applies here. Moreover, there is no mitigation available here because there is no admission of breach, let alone admission of the seriousness of the breach, no cooperation in mitigating its consequences nor any apology to the Court. To the contrary, the Second Defendant and the Individual Respondents appear to have done everything they possibly could to avoid the effects of their breaches and to derail this hearing as can be seen from their actions in this Court, including the applications of the last fortnight.

18. In these circumstances and for these reasons it is right that the Court should impose substantial fines in order that conduct of this kind is discouraged and to penalise those concerned in this series of serious and substantial breaches. I therefore order that Mr Ozlynn, Mr Ozlem, and the Second Defendant shall each pay a fine to the DIFC Courts in the amount of USD 75,000 within 28 days of this Order.

19. I also ordered the Defendants and the Individual Respondents to be jointly and severally liable for the Claimant's costs on the indemnity basis because of their contempt of Court which brought about the Committal Application, as I can see no basis upon which that order would not follow from the decisions made in this Order and Judgment.

20. Further, in my judgment, I should not only impose significant fines but should refer matters to the Attorney General for his decision as to what further action should be taken, but am prepared to suspend the making of such a reference if the Second Defendant and the Individuals are prepared to purge their contempt by taking all the following actions before 27 February 2026:

(a) Discontinuing all proceedings in the Abu Dhabi Court brought in breach of the Injunction and the ASI Order;

(b) paying, in full, the fines set out above within 28 days of this Order;

(c) paying, in full, the Applicant's costs of and occasioned by the Committal Application to be assessed on a summary basis, on the indemnity basis, in accordance with the timetable for submissions set out below; and

(d) swearing and serving on the Applicant's legal representatives by no later than 23 February 2026 an affidavit undertaking to comply with the terms of the Injunction and the ASI Order going forward.

21. In order that the matter of costs can be resolved, I also order that:

(a) The Claimants shall file submissions of not more than 3 pages with a costs schedule in the usual form for summary assessment within 3 working days of the date of this order.

(b) The Second Defendant shall file submissions in reply to those costs submissions within 3 working days thereafter

(c) The Claimant shall file any reply submissions on costs within 2 working days thereafter, limited to 4 pages.

SCHEDULE A

AFFIDAVITS

The Applicant relied on the following affidavits and witness statements:

1. The Affidavit of Mr Osgood dated 26 January 2026 but not filed until 2 February 2026.

2. The Third Witness Statement of Osgood dated 18 December 2025 and the third witness statement of Dr Mahmoud Hussain Ali Ahmad dated 27 January 2026.

SCHEDULE B

UNDERTAKINGS GIVEN TO THE COURT BY THE APPLICANT

1. If this Order ceases to have effect, the Applicant will immediately take all reasonable steps to inform (in writing) anyone to whom it has given notice of this Order, or who it has reasonable grounds for supposing may act upon this Order, that it has ceased to have effect.

NAMES AND ADDRESSES OF THE APPLICANT'S LEGAL REPRESENTATIVES

The Applicant's legal representatives are:

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