Claim No. CFI 110/2025

IN THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURT

IN THE COURT OF FIRST INSTANCE

N/A

BETWEEN

KARTHI KEYAN VENKATARAMANA

Claimant

and

AHMED MOHAMMAD ABDUL RAHMAN ALI

Defendant

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

UPON the Judgment of H.E. Justice Sir Jeremy Cooke dated 15 July 2026 (the "Judgment") by which the Defendant was ordered to pay the Claimant the sum of AED 5,000,000 plus interest at 9% per annum compounded quarterly from 27 June 2017 to the date of payment, together with the Claimant's costs of the proceedings, to be assessed if not agreed (the "Order")

AND UPON paragraph 61 of the Schedule of Reasons to the Judgment providing that interest is to be compounded annually from 27 June 2017 until actual payment

AND UPON the Defendant's Appeal Notice dated 3 August 2026 seeking permission to appeal against the Order (the "Permission Application") and a stay of enforcement of the Order pending the determination of the appeal (the "Stay Application")

AND UPON the Claimant's Application No. CFI-110-2025/4 dated 26 August 2026 for a worldwide freezing order, an order for the disclosure of assets and ancillary relief (the "Freezing Order Application")

AND UPON the Claimant's Application No. CFI-110-2025/5 dated 27 August 2026 for the immediate assessment of the Claimant's costs of the proceedings, alternatively a payment on account of those costs (the "Assessment Application")

AND UPON reading the Claimant's submissions in opposition to the Permission Application dated 23 August 2026, the Sixth Witness Statement of Karthi Keyan Venkataramana dated 26 August 2026 and Exhibit KKV7 thereto, the First Affidavit of Karthi Keyan Venkataramana affirmed on 26 August 2026 and Exhibit KKV6 thereto, the Fifth Witness Statement of the Defendant dated 4 September 2026 and Exhibit AA5 thereto, the Seventh Witness Statement of Karthi Keyan Venkataramana dated 6 September 2026, and the parties' skeleton arguments

AND UPON hearing counsel for the Claimant and counsel for the Defendant at the hearing before H.E. Justice Sir Jeremy Cooke on 9 September 2026

AND UPON the Order of H.E. Justice Sir Jeremy Cooke dated 17 September 2026 (the "17 September Order"), correcting paragraph 1 of the Order so as to accord with paragraph 61 of the Schedule of Reasons, refusing the Permission Application and the Stay Application and ordering submissions on costs of the proceedings, the Permission Application and the costs of the Freezing Order Application (together, the "Applications")

AND UPON review of the Claimant's Statement of Costs dated 16 September 2026

AND UPON review of the Defendant's costs submissions in answer dated 28 September 2026

AND UPON review of the Claimant's submissions in reply dated 2 October 2026

AND PURSUANT TO the Rules of the DIFC Courts

IT IS HEREBY ORDERED THAT:

1. The Defendant shall, within 21 days of this Order, pay the Claimant his costs of the action on the standard basis which are assessed at AED 914,400.

2. Such costs are inclusive of the costs previously ordered to be paid by the Defendant to the Claimant on the standard basis which were to be the subject of assessment if not agreed, in variation of such orders, insofar as such variation is required.

3. The Defendant shall, within 21 days of this Order, pay the Claimant his costs of the Permission Application and of the Claimant's Freezing Order Application, on the indemnity basis, which are assessed together at AED 310,000.

4. The Defendant shall, within 21 days of this Order, pay the Claimant his costs of the Assessment Application which are assessed at AED 71,500.

5. The Defendant shall pay the Claimant interest on the said sums at the Judgment rate from the date of this Order until payment in full.

Issued by:
Hayley Norton
Assistant Registrar
Date of issue: 6 October 2026
At: 2pm

SCHEDULE OF REASONS

1. The Court`s Order on giving judgment included, at paragraph 2, a provision that the Defendant should pay the Claimant's costs of the action to be the subject of assessment if not agreed. No order was made for assessment on the indemnity basis so that Order took effect as an order for payment on the standard basis where the Claimant must satisfy the Court of the reasonableness of the fees charged and that they are proportionate.

2. The 17 September Order refusing the Permission Application and granting the Freezing Order Application, ex parte on notice, reserved the issue of costs which were to be the subject of the submissions, which have since been made. I consider that an order that the Defendant who failed in relation to those Applications should pay the costs of both on the indemnity basis, having been fortunate to have escaped liability for the costs of the action on that basis, since his behaviour as set out in the Judgment was beyond the norm for all the reasons put forward by the Claimant. To persist in seeking permission to appeal in the face of unchallenged findings of fraud in the Judgment on a basis which could not succeed is conduct which justifies the award of costs on the indemnity basis, as was the opposition to the freezing injunction in circumstances where the Defendant has sought on dishonest grounds to avoid repayment of the loan over many years and has not paid any sums under the Judgment or Orders of the Court. The risk of dissipation was obvious to any objective observer.

3. As to the point of principle raised in relation to the conditional fee arrangement made by the Claimant with his lawyers, for the action as a whole, there is no bar to such an arrangement (as is accepted) and nothing which requires the Court to disallow it, provided that it is reasonable. The arrangement and costs are verified with evidence and a schedule on the standard basis. The indemnity principle is not breached because what is claimed is what the Claimant owes to his lawyers, as the Claimant accepts. That the fees are reasonable is demonstrated by the fact that the fees which would have been charged on the hourly rates have been capped by the arrangement so that the total claimed is less than what would have been payable if hourly rates had been fully charged. Those hourly rates are below the indicative rates set by the DIFC Court in 2023, let alone those which would take account of inflation since then. No challenge is made to any particular item claimed whether in terms of being unreasonably incurred or unreasonable in amount.

4. In these circumstances there is no good reason why the Court in exercise of its powers under RDC 38.28 and 38.29 should not proceed to an immediate assessment. The Court has all the materials it needs to do so following a trial which lasted something over 5 hours although spread across 2 days. Likewise, the ancillary applications can be so assessed, as, it is accepted, would ordinarily happen. For each of the four reasons set out *in Kitopi Catering Services LLC v Mons Hospitality FZE* [CFI-081-2024] at [16] making such an immediate assessment is appropriate and it makes sense to fold in all the previous orders made against the Defendant for costs on the standard basis. Insofar as it is necessary to do so, I vary the previous Orders, which provided for assessment so that for the sake of efficiency and economy, they are encapsulated in this order.

5. Having examined the Schedules of Costs, I consider that on the standard basis there would be no reduction from the total fees chargeable on an hourly basis beyond the capped figure agreed with the Claimant. There cannot be any disproportionality when the sums in issue are taken into account and, as already said, no particular item is the subject of criticism. I assess the recoverable costs of the action, without inclusion of the costs of the Permission Application, the Freezing Order Application and the costs of the Assessment Application, at the claimed capped figure of **AED 914,400**, which is about 92% of the figure on a 2023 hourly basis of AED 995,315.50, which figure might well be seen as appropriately uplifted by a further 5% for inflation since then. When disbursements are taken into account of AED 180 674, in the absence of any basis advanced for criticism of individual items, I can see no reason for any reduction of the capped figure.

6. As to the costs of the Permission Application and the Freezing Order Application, which fall to be determined on the indemnity basis for the reasons already given:

(a) The costs claimed in respect of the Permission Application are AED 204,450.50 which includes Counsel's fees of AED 50,000.

(b) The costs claimed in respect of the Freezing Order Application are AED 134,101 which again includes Counsel's fees of AED 50,000.

7. Criticism is made of the time spent by Mr Tony (Grade A partner) and the Senior Associate (Grade B earner) totalling 44.5 hours in the light of Counsel's fees, when the detail given is of advice, drafting and attending the hearing. I do not consider these fees as in any way excessive and on the indemnity basis see no reason for reduction. They could not be said to be disproportionate in any event.

8. It is always said that there is an element of fat in any bill of costs which is why there is almost inevitably some reduction made by the Court from the claimed amount to arrive at an award of recoverable costs. It is interesting to see how the capped figure relates to a figure claimed on an hourly basis and a broadly equivalent reduction appears to me to be appropriate. I thus assess the costs payable in respect of the total of those two Applications at **AED 310,000**.

9. As to the costs of the Assessment Application on which written submissions were made - the claim is for AED 78,062.50, I make much the same reduction for the same reasons and come to a figure of **AED 71,500**.