THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

BETWEEN

CELLS4LIFE GROUP LLP

Claimant

and

DARRYN MICHAEL KEAST

Defendant

ORDER WITH REASONS OF H.E. JUSTICE RENE LE MIERE

UPON the Defendant's Application No. CFI-079-2026/3 dated 23 September 2026 seeking an extension of time to file and serve their Defence (the "Application")

AND UPON the Claimant's Evidence in Answer by way of email correspondence dated 25 September 2026

AND UPON the Defendant's Evidence in Reply by way of email correspondence dated 29 September 2026

IT IS HEREBY ORDERED THAT:

1. The time for the Defendant to file and serve his Defence is extended to 8 October 2026.

2. The Defendant's Defence and Counterclaim filed on 8 October 2026 stands as duly filed and served, so far as it is the Defendant's Defence and the Defendant's Counterclaim against the Claimant.

3. So far as the Counterclaim purports to make a claim by MCI, it is not to be treated as making any claim in these proceedings unless and until the Court orders that MCI be added as a party.

4. The Claimant shall file and serve any Reply and Defence to the Defendant's Counterclaim by no later than 4pm (GST) on 2 November 2026.

5. The Claimant is not required to respond to any claim by MCI unless and until the Court orders that MCI be added as a party. In that event, the Court will give directions for any response.

6. There shall be no order as to the costs of the Application.

Issued by:
Delvin Sumo
Assistant Registrar
Date of issue: 14 October 2026
At: 2pm

SCHEDULE OF REASONS

A Introduction

1. By Application No. CFI-079-2026/3 dated 23 September 2026 (the "Application"), the Defendant applied under Rule 4.2 of the Rules of the DIFC Courts ("RDC") for an order:

(a) extending the time for filing and serving his Defence to 4pm on 21 October 2026; and

(b) requiring the Claimant to pay his costs of the Application, in the sum of AED 23,858.93, within 14 days.

2. The Application is supported by the witness statement of Mr Mehdi Seadon, dated 22 September 2026, and by Exhibit MS1. The Defendant asks that the Court determine the Application without a hearing. The Claimant has not sought a hearing. The Court is satisfied that the Application can fairly be determined on the papers

B Background

3. The Defendant filed his Acknowledgment of Service on 29 July 2026. The Claimant served its Particulars of Claim on 26 August 2026. Under RDC 16.9(2), the Defendant therefore had 28 days from service, until 23 September 2026, to file his Defence.

4. On 14 September 2026, the Defendant's solicitors, under RDC 16.11, requested that the Claimant agree to extend the time by 28 days to 4pm on 21 October 2026. They gave two reasons:

(a) members of the Defendant's legal team had taken pre-arranged leave; and

(b) the Defendant needed to investigate the wider arrangements pleaded in the Particulars of Claim.

5. On 16 September 2026, the Claimant's solicitors refused to agree to any extension. On 18 September 2026, the Defendant's solicitors replied that the refusal was unreasonable and that the Defendant would apply to the Court and seek his costs.

6. The Defendant made the Application on 23 September 2026, the final day to file his Defence.

7. In its response to the Application, the Claimant does not oppose an extension. Instead, it asks the Court to:

(a) extend time only to 4pm on 7 October 2026; and

(b) refuse the Defendant's application for his costs.

8. The Claimant's reasons are as follows:

(a) the Particulars of Claim concern the Defendant's own dealings;

(b) the leave relied on was pre-arranged and has not been particularised;

(c) the Defendant's own evidence shows that work on the Defence was already under way; and

(d) a party who seeks an indulgence ordinarily bears the costs of obtaining it, and the costs claimed are disproportionate.

9. In reply on 29 September 2026, the Defendant:

(a) accepted an extension to 4pm on 7 October 2026;

(b) maintained his application for costs; and

(c) said that if further time were reasonably required, he would first seek the Claimant's agreement and, failing agreement, apply to the Court.

10. The Defendant submitted that, had the Claimant offered a 14-day extension in response to his request, an extension could have been agreed, making the Application, its costs, and the Court's involvement unnecessary.

11. The Defendant filed his Defence and Counterclaim on 8 October 2026, one day after he accepted. He did not seek the Claimant's agreement to, or apply to the Court for, any further extension.

C Extension of time

12. The Application was made before the Defence filing deadline expired. The parties now agree that time should be extended. The only remaining question is the date to which time should be extended. The Defendant filed his Defence one day after 7 October 2026, the date proposed by the Claimant and accepted by the Defendant.

13. The Court has the power under RDC 4.2 to extend time, even after it has expired. In deciding whether to exercise that power, the Court applies the overriding objective. The relevant considerations are as follows:

(a) The delay beyond 7 October 2026 is one day.

(b) The Claimant has identified no specific prejudice arising from it.

(c) The interim injunction continues to protect the Claimant's position.

(d) No trial date has been fixed.

(e) The Claimant has not sought default judgment.

(f) An order extending time only to 7 October 2026 would leave the Defence technically out of time, inviting a further application that would add cost and delay without serving any useful purpose.

14. The Court therefore extends the time to 8 October 2026, so that the Defendant's Defence and Counterclaim against the Claimant stand as duly filed and served (subject to section D below). The Court records, however, that the Defendant filed the Defence after the date he had accepted, without first seeking the Claimant's agreement or applying to the Court, contrary to his stated intention. Parties are expected to comply with time limits they have agreed or accepted.

D The position of Med Cells International FZ LLC

15. The Defence and Counterclaim names Med Cells International FZ LLC (MCI) as the Second Counterclaimant. MCI is not a party to these proceedings.

16. Part 21 of the RDC governs counterclaims brought by a defendant (RDC 21.1, 21.7 and 21.8). It provides no procedure for a non-party to bring a claim in existing proceedings merely by being named in a defendant's statement of case. RDC 21.11 addresses a counterclaim against a person who is not already a party, so it does not apply here: MCI is named as a Claimant, not as a Defendant to the counterclaim. MCI can make a claim in these proceedings only if the Court orders that it be added as a party. No such order has been sought or made.

17. It follows that the extension of time granted by this Order does not extend to any claim by MCI. Under paragraph 3 of the Order, the Counterclaim is not to be treated as making any claim by MCI unless and until the Court orders that MCI be added as a party. MCI must decide whether and when to make such an application.

18. The Court expresses no view on whether MCI should be joined. That question does not arise on this Application, and the Claimant has not been heard on it. The Court will decide it on a proper application supported by evidence.

19. Nothing in paragraph 3 affects the Defendant's Counterclaim against the Claimant. That Counterclaim was filed with his Defence, so it did not require the Court's permission (RDC 21.8(1)). It remains duly filed and served.

E Reply and Defence to Counterclaim

20. To ensure the timetable is certain, the Court directs that the Claimant file and serve any Reply and Defence to the Defendant's Counterclaim by 4pm on 2 November 2026. The Claimant is not required to respond to any claim by MCI unless and until MCI is added as a party, in which event the Court will give directions.

F Costs

21. The Defendant seeks his costs of the Application on the basis that the Claimant's refusal to agree any extension made the Application necessary. The Claimant says that the Defendant sought an indulgence and should bear its costs.

22. The Defendant's complaint has merit. Parties are expected to agree to reasonable extensions of time that do not jeopardise hearing dates or otherwise disrupt the conduct of the proceedings, thereby avoiding unnecessary applications and costs (*Hallam Estates Ltd v Baker* [2014] EWCA Civ 661, which this Court regards as persuasive). The Claimant refused any extension. It later accepted, in its response to the Application, that a 14-day extension was justified. Had it offered that extension when first asked, the Application would probably have been unnecessary.

23. Other matters weigh against an award of costs to the Defendant:

(a) A party who seeks an extension of time is seeking an indulgence and, ordinarily, bears the costs of obtaining it.

(b) The Defendant did not ask for an extension until 14 September 2026, when more than two-thirds of the period for his Defence had already passed.

(c) The Defendant gave no particulars of the leave he relied on: who was absent, when, or what work was delayed.

(d) The Defendant sought 28 days but has obtained substantially less.

(e) The Defendant did not file his Defence by the date he had accepted.

24. The parties also dispute whether AED 23,858.93 is reasonable and proportionate. The Claimant says it is disproportionate to a short paper application; the Defendant says it is reasonable and proportionate for an application of this nature. In light of the order the Court makes, it is unnecessary to resolve that dispute, and the Court makes no finding on it.

25. Each party's conduct contributed to the Application and its cost. The Claimant's blanket refusal made an application likely. The Defendant's late request, unparticularised grounds, and failure to meet the date he accepted substantially reduced the likelihood of success and weigh against him. In the Court's judgment, these considerations broadly offset one another, and the just order is that there be no order as to the costs of the Application.

G Orders

26. For these reasons, the Court orders:

1. The time for the Defendant to file and serve his Defence is extended to 8 October 2026.

2. The Defendant's Defence and Counterclaim filed on 8 October 2026 stands as duly filed and served, so far as it is the Defendant's Defence and the Defendant's Counterclaim against the Claimant.

3. So far as the Counterclaim purports to make a claim by MCI, it is not to be treated as making any claim in these proceedings unless and until the Court orders that MCI be added as a party.

4. The Claimant shall file and serve any Reply and Defence to the Defendant's Counterclaim by no later than 4pm (GST) on 2 November 2026.

5. The Claimant is not required to respond to any claim by MCI unless and until the Court orders that MCI be added as a party. In that event, the Court will give directions for any response.

6. There shall be no order as to the costs of the Application.