IN THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF APPEAL

N/A

BETWEEN

OBERLIN

Claimant/Respondent

and

OVIDIU

Defendant/Appellant

ORDER WITH REASONS OF H.E. CHIEF JUSTICE WAYNE MARTIN

UPON the Order with Reasons of H.E. Justice Roger Stewart dated 16 June 2026 (the "Order")

AND UPON the Defendant's Appeal Notice dated 9 July 2026 seeking permission to appeal the Order (the "Application for PTA")

AND UPON the Claimant's submissions in opposition to the Application for PTA dated 8 September 2026

AND UPON the Order of H.E. Justice Roger Stewart dated 15 September 2026 referring the Application for PTA to the Court of Appeal for determination (the "Referral Order")

AND UPON the Defendant's Application No. ARB-008-2026/6 dated 24 September 2026 seeking permission to adduce additional evidence before the Court of Appeal (the "Evidence Application")

AND PURSUANT TO the Rules of the DIFC Courts ("RDC")

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The Evidence Application is dismissed.

2. The Application for PTA is dismissed

3. The Defendant shall pay the Claimant's costs of the Evidence Application and the Application for PTA to be assessed on the standard basis by a process of immediate assessment in accordance with the directions that follow.

4. Within **twenty-one (21)** days of the date of this order the Claimant is to file a Statement of Costs together with any submissions in support of the costs claimed.

5. Within **twenty-one (21)** days of the date of service of the Statement of Costs the Defendant is to file any submissions in opposition to the quantum of the costs claimed.

6. Within **fourteen (14)** days of the date of service of the Defendant's submissions pursuant to the preceding order, the Claimant is to file any submissions in reply.

7. The quantum of the Claimant's costs to be paid by the Defendant will thereafter be assessed on the papers by H.E. Chief Justice Wayne Martin.

Issued by:
Hayley Norton
Assistant Registrar
Date of issue: 22 October 2026
At: 10am

SCHEDULE OF REASONS

Summary

1. The Defendant, Ovidiu ("Ovidiu") has applied for permission to appeal (the "Application for PTA") against the decision of the Judge at first instance (the "Judge") dismissing three applications to set aside the order of another judge (made without notice) for recognition and enforcement of an award made against the Defendant in favour of the Claimant, Oberlin (Middle East) LLC ("Oberlin"). The Application for PTA was made to the Judge who referred the Application to the Court of Appeal pursuant to RDC 44.8.

2. Ovidiu has also applied to adduce additional evidence which was not before the Judge in support of its Application for PTA and its appeal if permission to appeal is granted.

3. For the reasons which follow both Applications fail to grapple with the fundamental reason why the Judge dismissed Ovidiu's applications to set aside the order for recognition and enforcement, which involved the straightforward application of the clear and unequivocal provisions of Articles 41 and 44 of the DIFC Arbitration Law.

4. The Evidence Application fails to satisfy the criteria enunciated in *Ladd v Marshall*[1] and which have been adopted in this Court.[2] Accordingly, the Evidence Application must be dismissed with costs.

5. For reasons which will be developed, it is difficult to identify the grounds of appeal upon which Ovidiu relies in support of its Application for PTA. For present purposes it is sufficient to observe that Ovidiu has failed to identify any ground of appeal which has a real prospect of success, or that there is any other compelling reason why the appeal should be heard, with the consequence that the Application for PTA must also be dismissed with costs.

The Procedural History

6. Disputes have arisen between Oberlin and Ovidiu in relation to a sub-contract between those parties relating to the performance of Works by Ovidiu in connection with the construction of Oberon, Abu Dhabi - a project in which Oberlin was the main contractor. The sub-contract required Ovidiu to construct 12 villas for a price of AED 19,634,000 + VAT. The sub-contract included an arbitration agreement providing for arbitration seated in the DIFC.

7. On 6 July 2021 Oberlin purported to terminate the sub-contract and seized the tools and equipment of Ovidiu.

8. On 5 March 2023 Ovidiu commenced proceedings against Oberlin in the Abu Dhabi Court of First Instance seeking AED 12,526,903.69 plus interest.

9. On 25 April 2023, in circumstances which are contentious, Ovidiu obtained judgment from the Abu Dhabi Commercial Court in the amount of AED 9,666,675.10 plus interest and costs. There were then a series of challenges and appeals in the Abu Dhabi Courts.

10. While those matters were pending, Oberlin secured the appointment of an emergency arbitrator who issued orders declaring the continuing validity of the arbitration agreement contained in the sub-contract and directing Ovidiu to take immediate steps to stay the proceedings which it had commenced against Oberlin in the Abu Dhabi Courts and to refrain from taking any further steps in those proceedings.

11. In contravention of those orders Ovidiu nevertheless continued the prosecution of the Abu Dhabi proceedings and obtained, through processes of enforcement of the Abu Dhabi judgment, an amount of AED 9,831,371.75 plus costs of AED 261,226.

12. In 2024 Oberlin commenced proceedings in this Court and obtained an interim anti suit injunction on 6 February 2024, and a final anti-suit injunction on 2 May 2024 restraining Ovidiu from pursuing Court proceedings in contravention of the arbitration agreement.

13. Around the same time Oberlin commenced arbitral proceedings against Ovidiu seeking damages for breach of the arbitration agreement and repayment of the sums which it had been obliged to pay as a result of the judgment entered in the Abu Dhabi Court proceedings.

14. The arbitration was heard by a sole arbitrator, Mr Rohit Singhal , who published his Final Award on 5 December 2025. It is clear from the terms of that Award that:

(a) The claimant in the Arbitral proceedings is identical to the Claimant in these proceedings - namely, Oberlin (Middle East) LLC;[3]

(b) Both parties participated in the Arbitral proceedings;

(c) Ovidiu persistently challenged the jurisdiction of the Tribunal on the basis that the subject matter of the claims had been determined by the Abu Dhabi Courts, and in the alternative invited the Arbitrator to dismiss Oberlin's claims on their merits;

(d) The Tribunal issued both interim and final rulings on jurisdiction rejecting Ovidiu's objection to the jurisdiction of the Tribunal; and

(e) The Tribunal awarded to Oberlin:

i. an amount equal to the amount which Oberlin had been required to pay pursuant to the Abu Dhabi judgment;

ii. an additional amount of AED 665,310.43 in respect of Oberlin's final; statement of account,

Plus interest and costs.

15. On 3 January 2026, Ovidiu commenced proceedings in the Courts of Dubai seeking to set aside the Final Award.

16. Oberlin commenced proceedings in this Court and obtained interim relief in the form of an anti-suit injunction restraining Ovidiu from continuing the proceedings in the Courts of Dubai on 6 February 2026 and again on 13 February 2026.

17. As with the anti-suit injunction issued by the emergency arbitrator, Ovidiu appears to have taken no notice of the anti-suit injunction issued by this Court and continued to prosecute the proceedings in the Dubai Courts.

18. On 30 March 2026 the Dubai Court of Appeal ruled that it lacked jurisdiction to set aside the Award but, at the time the Judge issued the anti-suit injunctions, the Dubai proceedings remained subject to appeal.

19. An application by Ovidiu to set aside or vary the anti-suit injunction issued by this Court was dismissed on 21 May 2026.

20. In the meantime, on 26 January 2026 Oberlin commenced these proceedings seeking recognition and enforcement of the Final Award. Those proceedings were brought without notice, pursuant to the procedure authorized by RDC 43.62.

21. On 23 February 2026 a judge other than the Judge under appeal made an order for recognition and enforcement of the Award, on the basis that Ovidiu would have 14 days following service of the order within which to apply to set the order aside, pursuant to RDC 43.70.

22. Before that order was served, Oberlin applied for orders varying the description of the Defendant, and on 16 March 2026 the judge who had made the original order for recognition and enforcement issued a further order against the Defendant as named in these proceedings.

23. Oberlin filed a Certificate of Service asserting that service was effected by email on 16 March 2026.

24. On 27 March 2026 Ovidiu filed an Acknowledgement of Service and foreshadowed its intention to apply to set aside and/or stay the enforcement of the Final Award.

25. On 30 March 2026 Ovidiu applied to set aside the order for recognition and enforcement. There were five grounds to the application:

(a) The order was made without notice to Ovidiu.

(b) The order was made without notice and without full and frank disclosure by Oberlin including disclosure with respect to:

i. The existence of parallel proceedings before the Dubai Courts; and

ii. Ovidiu's jurisdictional objections

(c) The DIFC Courts lacked jurisdiction.

(d) Continuation of the order would cause significant prejudice to Ovidiu and would not serve the interests of justice.

(e) It is just and equitable for the order to be set aside or varied.

26. On 1 April 2026 Ovidiu filed what was described as a "supplemental application in support of" the application to set aside the order for enforcement of the Award "based on newly identified material facts, including inconsistencies in the Claimant's identity and prior proceedings".

27. On 23 April 2026 Ovidiu filed a further application also described as "a supplemental filing in support of its existing applications said to be justified by the need to respond to Oberlin's responses to the earlier two applications by Ovidiu".

28. The three applications made by Ovidiu for the purpose of setting aside the order for recognition and enforcement of the Arbitral Award were dismissed by the Judge by the decision which is the subject of the Application for PTA.

The Judge's Reasons

29. In his reasons the Judge recounted some of the procedural history set out above. He summarised the grounds upon which the applications were brought and Oberlin's response to the applications which were to the effect that:

(a) None of the applications provided any reasons as to why the order for recognition and enforcement should be set aside, varied or stayed; and

(b) The applications were not brought within the terms of Article 44 of the DIFC Arbitration Law.[4]

30. The Judge then set out the provisions of Articles 41 and 44 of the Arbitration Law. Because of the significance of those provisions to the Application for PTA, they will be repeated here.

41.(1) Recourse to a Court against an arbitral award made in the Seat of the DIFC may be made only by an application for setting aside in accordance with paragraphs (2) and (3) of this Article.

(2) Such application may only be made to the DIFC Court. An arbitral award may be set aside by the DIFC Court only if:

(a) the party making the application furnishes proof that:

(i) a party to the Arbitration Agreement was under some incapacity; or the said agreement is not valid under the law to which the parties have subjected it or, in the absence of any indication thereon, under the law of the DIFC;

(ii) the party making the application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case;

(iii) the award deals with a dispute not contemplated by or not falling within the terms of the submission to Arbitration, or contains decisions on matters beyond the scope of the submission to Arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, only that part of the award which contains decisions on matters not submitted to Arbitration may be set aside; or

(iv) the composition of the Arbitral Tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless such agreement was in conflict with a provision of this Law from which the parties cannot derogate, or, in the absence of such agreement, was not in accordance with this Law; or

(b) the DIFC Court finds that:

(i) the subject-matter of the dispute is not capable of settlement by arbitration under DIFC Law;

(ii) the dispute is expressly referred to a different body or tribunal for resolution under this Law or any mandatory provision of DIFC Law; or

(iii) the award is in conflict with the public policy of the UAE.

(3) An application for setting aside may not be made after three months have elapsed from the date on which the party making that application had received the award, or such longer period as the parties to the Arbitration have agreed in writing, or, if a request had been made under Article 40, from the date on which that request had been disposed of by the Arbitral Tribunal.

...

44.(1) Recognition or enforcement of an arbitral award, irrespective of the State or jurisdiction in which it was made, may be refused by the DIFC Court only:

(a) at the request of the party against whom it is invoked, if that party furnishes to the DIFC Court proof that:

(i) a party to the Arbitration Agreement as defined at Article 12 of this Law was under some incapacity; or the said Arbitration Agreement is not valid under the law to which the parties have subjected it or, in the absence of any indication thereon, under the law of the State or jurisdiction where the award was made;

(ii) the party against whom the award is invoked was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case;

(iii) the award deals with a dispute not contemplated by or not falling within the terms of the submission to Arbitration, or it contains decisions on matters beyond the scope of the submission to Arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the award which contains decisions on matters submitted to Arbitration may be recognised and enforced;

(iv) the composition of the Arbitral Tribunal or the arbitral procedure was not in accordance with the agreement of the parties or, in the absence of such agreement, was not in accordance with the law of the State or jurisdiction where the arbitration took place; or

(v) the award has not yet become binding on the parties or has been set aside or suspended by a Court of the State or jurisdiction in which, or under the law of which, that award was made; or

(b) if the DIFC Court finds that:

(i) the subject-matter of the dispute would not have been capable of settlement by Arbitration under the laws of the DIFC; or

(ii) the enforcement of the award would be contrary to the public policy of the UAE. .

(3) Any party seeking recourse against an arbitral award made in the Seat of the DIFC shall not be permitted to make an application under paragraph (1)(a) of this Article if it has made or could have made an application under Article 41 of this Law."

31. The Judge noted that Ovidiu purported to bring each of the three applications pursuant to Article 44 of the Arbitration Law, and observed that he would deal with them on the basis that each application was made within two weeks of service of the order for recognition and enforcement (even though the third application was clearly filed well outside that time) and it is cogently arguable that the second application was also out of time.

32. The Judge expressed the view that it was "plain" that the Court had no jurisdiction to set aside or stay the enforcement order under Article 44.[5] In the Judge's view the structure of the two Articles was clear, in that:

(a) Article 41 was the exclusive source of relief in the DIFC Courts in respect of an arbitral award seated in the DIFC; and

(b) Article 44 can only be used in relation to the recognition and enforcement within the DIFC of arbitral awards in respect of arbitrations seated outside the DIFC.

33. The Judge noted that Ovidiu had made no application to set aside the Award pursuant to Article 41, and indeed did not challenge the merits of the Award but rather raised issues of enforceability, integrity, non-disclosure and conflict in judgments. In the Judge's view those arguments did not meet the essential point, which was that the Court lacked any jurisdiction to entertain such matters under Article 44.[6]

34. The Judge noted that Ovidiu was now out of time for making a challenge under Article 41 but considered that it had only itself to blame for that as:

(a) It voluntarily entered into a sub-contract providing for arbitration seated in the DIFC;

(b) The consequences of that choice were made plain to Ovidiu from the anti-suit injunctions which had been granted against it by the emergency arbitrator and the court;

(c) It could have chosen to bring an application under Article 41 within three months of the Award coming to its notice; but

(d) Ovidiu chose, instead, to bring an application before the Dubai Courts for reasons which had not been explained.[7]

35. The Judge considered that in those circumstances it was unnecessary to consider the merits of the arguments raised in any of the applications made by Ovidiu because the Court lacked jurisdiction to entertain those applications. Nevertheless, the Judge expressed the view that there was no merit in the point taken by Ovidiu with respect to the identity of the Claimant, which was always understood by both parties to be the Claimant in these proceedings and that there was equally little force in the allegations of non-disclosure - the Final Award itself making clear that Ovidiu had consistently sought to assert that the Abu Dhabi Courts had jurisdiction despite the terms of the sub-contract and the undisputed arbitration clause.

The Evidence Application

36. After Oberlin had served submissions in opposition to the Application for PTA, Ovidiu sought permission to serve submissions in reply. It was clear from the request that Ovidiu proposed to refer to a significant body of evidence which was not before the Judge.

37. Ovidiu was advised by the Court that it was not appropriate to provide permission to serve a reply and that additional evidence which had not been before the Court below could only be considered by the Court of Appeal with the leave of the Court granted pursuant to RDC 44.114/115.

38. On 24 September 2026 Ovidiu applied for an order that it be granted permission to adduce further evidence including:

(a) Correspondence from the Registry relating to the date of filing of the Appeal Notice;

(b) Order with Reasons made in enforcement proceedings dated 13 August 2026 said to be relevant to "identify standing and authority issues";

(c) An Order with Reasons dated 27 August 2026 relating to a statement of costs;

(d) A screenshot and other documents relating to the filing of documents in July 2026;

(e) A document described as a "consolidated procedural - integrity investigation report" concerning DIAC 230165, ARB-001-2024, ARB-008-2026 and related enforcement proceedings - a document which is not in fact evidence but a series of submissions;

(f) Additional unspecified or unidentified documents relevant to the various assertions made in the "Integrity Report", said to comprise an "evidential archive" of "substantial volume".

39. Upon receipt of the Evidence Application, the Court directed that Oberlin need not respond to the application unless the Court considered that there was a prospect that the application might succeed.

Permission to appeal - legal principles

40. RDC 44.117 provides:

"44.117 The Court of Appeal will allow an appeal from the decision of the Court of First Instance where the decision of the lower Court was:

(1) Wrong; or

(2) Unjust because of a serious procedural or other irregularity in the proceedings in the lower Court."

41. RDC 44.5 requires that an appellant obtain permission to appeal to the Court of Appeal except where the appeal is against a committal order.

42. RDC 44.19 provides:

"44.19 Permission to appeal may only be given where the lower Court or the Appeal Court considers that:

(1) The appeal would have a real prospect of success; or

(2) There is some other compelling reason why the appeal should be heard."

43. RDC 44.19 provides that permission to appeal may only be given where the appeal would have a real prospect of success or there is some other compelling reason why the appeal should be heard.

44. In the context of an assessment of the prospects of success "real" means realistic rather than fanciful and involves the same test as is applied in applications for immediate judgment.[8]

45. A real prospect of success does not mean a probability of success, but more than mere arguability.[9]

46. "Some other compelling reason why the appeal should be heard" may include the public interest in clarifying the meaning and scope of relevant practice and provisions of DIFC and wider UAE law.[10]

47. It is established that "real" in the context of an assessment of the prospects of success means realistic rather than fanciful, applying the same test as is applied in an application for immediate judgment.[11]

48. It is also established that a real prospect of success does not mean a probability of success, but more than mere arguability.[12]

49. Accordingly, in order to obtain the grant of permission a prospective appellant needs to establish more than the proposition that the proposed

appeal is reasonably arguable - rather, it must be established that there is a real prospect of success.[13]

50. When an application made to the Court of Appeal is refused, it is appropriate for the Court to provide reasons which adequately explain the reasons why permission has been refused. The adequacy and extent of those reasons will be informed by the fact that the refusal of permission is final and conclusive and determines the issues the subject of the appeal.

51. On the other hand, when an application for permission to appeal is granted, the reasons for the grant can and should be expressed more briefly, and any views expressed should be expressed and read as provisional, on the basis that a different view might well be formed following the consideration of the fuller argument which will be presented at the hearing of the appeal. Further, the reasons for granting permission in respect of grounds of appeal will be expressed economically, not only because the determination of the issue raised by the ground must await the hearing of the appeal but also to limit the prospect that a party might consider that a member of the Court of Appeal does not retain an open mind in relation to any of the issues in the appeal.

The "grounds of appeal"

52. Ovidiu has filed a document which purports to contain its proposed grounds of appeal. However, no attempt is made in the document to comply with RDC 44.31 which provides that grounds of appeal must:

(a) Set out clearly the reasons why it is said the decision of the lower court was:

i. Wrong; or

ii. Unjust because of a serious procedural or other irregularity in the proceedings in the lower court;

(b) Specify, in respect of each ground, whether the ground raises an appeal on a point of law or is an appeal against a finding of fact; and

(c) State the orders sought on appeal.

53. The document asserts that there are four proposed grounds of appeal, however, the description of the grounds does not identify any alleged error or any error of procedure or law.

54. For example, ground 1 is described as an issue relating to "procedural integrity, procedural fairness and the defendant's right to participate". The essence of the complaint is that Ovidiu was not given notice of the enforcement proceedings until served with the orders made without notice on 16 March 2026. However, that course is expressly authorised by Part 43 of the RDC. Ovidiu acknowledges that and expressly states that it does not challenge the proposition that recognition proceedings may be commenced without notice. Rather, Ovidiu's complaint is said to be:

> "Whether the recognition proceedings, viewed as an entire procedural sequence, complied with the applicable requirements of procedural integrity once substantial judicial relief was progressively granted."

55. It is difficult, if not impossible, to derive any coherent proposition from those words. That difficulty is compounded by the proposition which follows, to the effect that "procedural integrity required the Court to consider whether the cumulative procedural history remained fair because the recognition and enforcement orders were granted without notice to Ovidiu". However, that proposition flies in the face of the acknowledgement that the Rules expressly contemplate the making of such orders without notice to an award debtor.

56. Proposed ground 2 is said to involve failure by the Court "to determine whether the Claimant possessed the necessary legal standing, corporate capacity and authority to maintain the recognition proceedings". Again, the propositions advanced in support of this proposed ground are expressed in terms of concepts and fail to identify any error allegedly made by the Judge.

57. Proposed ground 3 asserts that the judgment proceeded upon an incorrect analytical approach by failing to determine the contractual and jurisdictional framework, mischaracterising the Defendant's applications and consequently misapplying Articles 41 and 44 of the DIFC Arbitration Law. No coherent explanation is provided as to why it was necessary for the Judge to analyse the contractual framework in the context of recognition and enforcement proceedings, given that issues of that kind were the province of the arbitral tribunal.

58. Proposed ground 4 asserts that the Judge declined to determine the substantive issues raised before the Court arising from "an integrated body of factual, documentary and legal materials concerning the procedural and legal foundation of the recognition proceedings". However, no specific error is identified in those words or any others advanced in connection with the Application.

59. None of the proposed grounds squarely grapple with the reason why the Judge dismissed Ovidiu's applications, which was because they fell outside the grounds which could be advanced under Article 44 of the Arbitration Law, and a challenge under Article 44 was not available to Ovidiu in any event, Ovidiu having failed to apply to set aside the award under Article 41.

Analysis and Conclusion

60. The Judge's description of the interaction between Articles 41 and 44 of the Arbitration Law was plainly correct. Because the arbitration giving rise to the Award was seated in the DIFC, Article 41 explicitly provides that a party's only recourse is by way of an application to set aside the Award under the terms of that Article. Ovidiu has never made any such application.

61. Article 44 exhaustively prescribes the grounds upon which recognition or enforcement of an arbitral award may be refused by the DIFC Court. By paragraph (1)(a) of the Article, potential grounds are identified. However, paragraph 3 of the Article provides that a party seeking recourse against an arbitral award made in an arbitration seated in the DIFC shall not be permitted to make an application under paragraph (1)(a) of the Article if it has made or could have made an application under Article 41.

62. As the Judge correctly observed, Ovidiu could have made an application to set aside the Award under Article 41 of the Law. It did not do so,

but instead chose to commence proceedings in the Dubai Courts in contravention of the arbitration agreement it had entered into. It follows that it is unable to rely upon any of the grounds identified in Article 44(1)(a).

63. Paragraph (3) of Article 44 would not prevent Ovidiu from relying upon the grounds specified in Article 44(1)(b). Those grounds are that:

i. "The subject matter of the dispute would not have been capable of settlement by arbitration under the laws of the DIFC; or

ii. The enforcement of the Award would be contrary to the public policy of the UAE."

64. Notwithstanding the breadth and generality of the assertions made by Ovidiu in support of its Application for PTA, it does not contend that the subject matter of the dispute would not have been capable of settlement by arbitration under the laws of the DIFC or that enforcement of the Award would be contrary to the public policy of the UAE.

65. It follows that the Judge was correct to conclude that none of the matters raised by Ovidiu fell within the jurisdiction conferred upon the Court by Article 44. The Judge was correct to observe that Articles 41 and 44 derive from the Model Law and have, as their evident purpose, specification and restriction of the grounds upon which awards may be set aside or recognition and enforcement refused, as the case may be. None of the matters raised by Ovidiu fall within any of those grounds.

66. The Judge was also correct to conclude that there is no substance in Ovidiu's complaint with respect to the identity of the Claimant. As already noted, the claimant in the arbitral proceedings is identical to the Claimant in these proceedings. It follows that there was no basis for the Court to enquire with respect to "corporate identity, integrity, legal standing" whatever those issues are meant to encapsulate.

67. As already noted, the Application by Ovidiu fails to grapple with the fundamental reason why its application to set aside the order for recognition and enforcement failed. Because of the terms of the Arbitration Law to which reference has been made, Ovidiu's applications were always bound to fail. In those circumstances the Judge was correct to conclude that it was unnecessary for him to consider broad assertions which fell outside the limited jurisdiction conferred upon the Court by Article 44 of the Arbitration Law.

68. Ovidiu has failed to establish that its proposed appeal has any prospect of success. As the appeal is fundamentally misconceived, there can be no other compelling reason why it should be heard. It follows that the Application for PTA must be dismissed with costs.

The Evidence Application

69. It is unnecessary to assay the principles which govern applications to adduce additional evidence on appeal and the authorities pertaining to those principles in the circumstances of this case. That is because none of the evidence has any relevance to the issues in the case or in the appeal, even if it could be classified as evidence, which is extremely doubtful.

70. As what is said to be "evidence" is irrelevant, the Evidence Application must be dismissed with costs.