Claim No. CFI 058/2024

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 FIRST INSTANCE

BETWEEN

ATUL DHAWAN ASHOK AMIR CHAND DHAWAN

Claimant

and

RAMZI WAHIB EL JAOUHARI

Defendant

Hearing : **8 and 9 September 2026**
Appearance : The Parties both appearing in person
Judgment : **5 October 2026**

JUDGMENT OF H.E. JUSTICE ROGER STEWART

UPON the Part 7 Claim Form filed on 21 August 2024 (the "Claim")

AND UPON the Order with Reasons of H.E. Justice Roger Stewart dated 29 October 2025 striking out part of the Claimant's Claim and giving Case Management directions (the "29 October Order")

AND UPON the Order of H.E. Justice Roger Stewart dated 27 August 2026 following the Pre- Trial Review

AND UPON hearing the parties at the trial of the action on 8 and 9 September 2026

AND UPON review of all the submissions on the Court file

AND UPON reviewing the Rules of the DIFC Courts (the "RDC")

IT IS HEREBY ORDERED THAT:

1. The Claim be dismissed.

2. If the Defendant claims an entitlement to any costs, he is to identify the costs claimed in a schedule by no later than **4pm on 12 October 2026**.

3. The Claimant may reply to such claim by no later than **4pm on 19 October 2026**.

Issued by:
Hayley Norton
Assistant Registrar
Date of issue: 5 October 2026
At: 11am

SCHEDULE OF REASONS

Introduction and Outline of the Dispute

1. This is an unusual and, as will appear, an unfortunate claim.

2. It is brought by the Claimant, in his personal capacity, against the Defendant, also in his personal capacity. The claims made within it relate to a contract (the "Contract") entered into between two companies:

(a) A & J Decor LLC ("A&J"), associated with the Defendant; and

(b) Khana Sutra Catering Services LLC ("KSCS") associated with the Claimant.

3. It is one of a series of pieces of litigation, both civil and criminal, relating to the Contract for the interior fit-out of a restaurant with a price of AED 150,000 entered into in December 2020 with a completion period of 30 working days from the completion of all approvals. The Claimant has asserted an entitlement to damages of up to AED 5m as a result of a series of complaints.

4. At an interlocutory stage, the Court sought:

(a) To require the parties to clarify the claims which could properly be brought;

(b) To strike out claims which could not survive until trial; and

(c) To encourage the parties to settle their remaining issues- not least because the cost and scope of litigation and dispute seemed wholly out of proportion to the original alleged wrongdoing.

5. As summarised below, the Claimant has put forward several versions of his claim and part of those claims were struck out. He claims:

(a) That the Defendant was responsible for delays such that consent to start operations within the restaurant was only given by the landlord on 6 July 2023;

(b) That the Claimant was obliged to make payments which should have been the responsibility of A&J;

(c) That the Defendant was guilty of a series of fraudulent misrepresentations; and

(d) That the Claimant suffered damages amounting to AED 5,000,000 which he is entitled to recover from the Defendant.

6. The Defendant:

(a) Denies that he has any personal liability at all;

(b) Denies that he was guilty of fraud or has any liability for the alleged fraudulent misrepresentations;

(c) Asserts that the responsibility for the substantial delays lay with the Claimant or KSCS;

(d) Relies on a judgment in the Dubai Courts as having dealt with the relevant dispute between the parties; and

(e) Denies that the Claimant has suffered the alleged or any loss.

7. For the reasons which follow, the Court considers that the Claimant has no viable claims with the consequence that the action fails in its entirety.

Approach to the Issues

8. In order to explain the reasons for the action's failure, it is necessary to consider:

(a) The extent, if at all, to which the Defendant can be personally liable in respect of the matters alleged;

(b) The extent, if at all, to which the Claimant can make claims in respect of the matters alleged;

(c) Whether the Court originally had jurisdiction in respect of all or some of the matters alleged;

(d) Whether some or all of the matters have already been finally decided elsewhere;

(e) To the extent that there are outstanding issues where the Claimant is the proper Claimant and the Defendant is the proper Defendant over which the Court has jurisdiction and have not been decided elsewhere, what the outcome of such issues is.

9. In order to decide the above issues, which are intertwined, it is necessary to consider:

(a) The procedural history of the claim in this Court;

(b) The basis upon which the Claimant asserts that there is jurisdiction in this case;

(c) The history of the relevant disputes in the non DIFC Courts of Dubai;

(d) The claims which can properly be brought personally by the Claimant against the Defendant; and

(e) To the extent necessary, the validity of those claims.

The Relevant Procedural History of this Dispute

10. The claim form was issued on 21 August 2024 with particulars of claim attached. It asserted:

(a) That the remedy sought was recovering damages of AED 5m caused by A&J for:

> "fraud, cheating, delay, misappropriation of our advanced funds, sub-standard and wrong materials, double charging money by threatening for the delay on nonpayment, making us pay to this vendors to complete job early and still not delivering, giving us guaranteed cheques for re-borrowing money which is bounced and indulging in sabotage and vandalism by destroying our equipment like Air conditions (sic) and ventilation machine";

and

(b) That the law governing the dispute and the jurisdiction of the DIFC Courts were both expressly agreed by the parties.

11. A judgment in default of defence and acknowledgement of service was entered on 22 November 2024 but was set aside on the Defendant's

application by the Order of H.E. Justice Nassir All Nasser dated 19 February 2025. He pointed out that the agreement between the parties, which is the subject of the claim "has been signed between two companies, namely [A&J] and [KSCS], and not between the Claimant and the Defendant in their personal capacities" and also found that the Defendant had a real prospect of defending the claim.

12. It was thus made clear to the Claimant that in order to maintain a claim against the Defendant he had to identify a proper basis for asserting a personal claim on his own behalf against the Defendant in his personal capacity given, in particular, that the Contract was entered into by two companies.

13. The Defendant filed a defence on 6 March 2025 and the Claimant replied to it on 13 March 2025.

14. The matter came before me at a Case Management Conference at which I ordered the Claimant to file Amended Particulars of Claim specifying the legal basis upon which the sums were claimed and providing full particulars of any alleged fraud or cheating as well as any loss of business by 21 May 2025.

15. Although an Amended Claim Form and Particulars of Claim were issued on 21 May 2025, I took the view that it did not comply with the Court's order and ordered the parties to attend before the Court to consider whether all or part of the Amended Particulars of Claim should be struck out by order dated 22 September 2025.

16. Following an exchange of skeleton arguments, I made a further order dated 29 October 2025:

(a) striking out part of the claim for damages and requiring further particularisation of the fraud allegations contained in the pleadings and the Claimant's skeleton argument;

(b) requiring the Defendant to identify particulars of any defence based upon an allegation that the matter has been determined in an alternative forum; and

(c) making orders designed to lead to a mediation and a real attempt to settle the dispute stating, in the reasons:

> "This dispute stems from a relatively small building contract. Each party has already spent enormous efforts on it with, apparently, 3 actions in the Dubai Courts as well as this action. I consider that it is crying out for a serious attempt at settlement. Having raised the matter with the parties, I consider it appropriate to make Alterative Dispute Resolution orders which I have done".

17. Unfortunately, the parties were unable to agree on the identity of an independent person to act as mediator and so no mediation (or, it would appear, other settlement discussions) took place. Further:

(a) The Claimant wished to call expert evidence in relation to its losses; and

(b) The Defendant wished to call expert evidence in relation to matters of liability.

18. The parties were, however, able to agree a helpful chronology of the proceedings outside the DIFC in the Dubai Courts.

19. The matter came before me for a 2 day trial on 8 and 9 September 2026 at which I heard evidence from the parties as well as from Mohamed El Metwalli, a factual witness called by the Defendant and from Dr Issam Ezzeddine, a technical expert witness also called by the Defendant. The proposed expert witness to be called by the Claimant in relation to accounting issues was not available and did not give oral evidence.

The Basis Upon Which the Claimant asserts Jurisdiction in this Court

20. KSCS is a catering business started by the Claimant in 2010. In 2020 it won a bid to develop and operate a restaurant owned by Emirates National Oil Company LLC ("ENOC") in Motor City, Dubai[1]. In order to develop this business the Claimant and KSCS engaged Ms Durga Kumari who had a background in catering and hospitality.

21. The Claimant and KSCS sought proposals for the fit-out of the restaurant from a number of companies and were introduced to a Mr Siddharth. According to the Claimant, Mr Siddharth claimed to be the owner of the Defendant but it is clear that this was not the case. Mr Siddharth did, however, introduce the Defendant and his company to the Claimant and A&J.

22. The Contract, which underpins this dispute and all of the other proceedings, was entered into following a quotation dated 19 November 2020 provided on A&J's writing paper to Ms Kumari at KSCS. It provided prices totalling AED 198,400 for identified works in a schedule. The proposal provided for a discount to AED 155,000. After negotiations this price was further reduced to AED 150,000 and certain other terms were also agreed as reflected on a version of the agreement with manuscript amendments signed on 16 December 2020. There was, however, no agreement on jurisdiction.

23. The performance of the contract encountered certain difficulties which are, for present purposes, irrelevant but led to correspondence in April 2022. This correspondence included:

(a) A letter dated 7 April 2022 on KSCS's writing paper to A&J addressed to the Defendant which:

(i) Referred to a meeting the previous date;

(ii) Made assertions as to when work and approvals were said to be due;

(iii) Asserted that A&J had said that there was financial strain to which KSCS's response was that all money had already been paid;

(iv) Identified that certain payments would be made directly to vendors with adjustments being made for A&J final bills;

(v) Stated that "no other payments will be made by us until complete handover. It will be [A&J] complete responsibility to ensure any other payments to be made to any other vendor and governmental authorities. to get permissions for opening as per agreed terms in the reference contract.";

(vi) Concluded "Both parties agree that any further delay will not be subject to legal proceedings and the DIFC Courts jurisdiction, Dubai will apply."

(b) A letter dated the following day from A&J to KSCS for the attention of the Claimant which:

(i) Set out complaints as to matters said to be the responsibility of KSCS;

(ii) Identified work to be completed with details with 2 "PDC" (post dated cheques) being issued to the Claimant from A&J "as agreed";

(iii) Identified that work would be complete by 20/4/2022, that any other vendor and governmental authorities payments would be met by A&J and both parties agreeing that "any further delay will be dealt with legally";

(c) A further letter and WhatsApp image being sent the following day, Saturday 9 April 2022;

(d) An email from the Claimant at a KSCS email address to A&J copied to the Defendant complaining as to changes in the schedule but agreeing for payments to be released and including two statements. The first was "in case of any further delay or dispute we both agree to take it on legally and will be subject to legal proceedings and the DIFC Courts jurisdiction, Dubai will apply". The second was in similar terms "Both parties agree that in case of any further delay or dispute we both agree to take it on legally and will be subject to legal proceedings and the DIFC Courts jurisdiction Dubai will apply".

24. It should be noted:

(a) That none of the relevant jurisdictional provisions made reference to either the Claimant or the Defendant personally - rather they referred to KSCS and A&J;

(b) That the jurisdictional clauses were not in particularly wide terms; and

(c) That, accordingly, nothing in the jurisdictional clauses purports to give the DIFC Courts jurisdiction to decide disputes between the Claimant and the Defendant as individuals.

25. In the Claimant's skeleton argument for trial it was submitted:

(a) At paragraph 10 "The contract contained an exclusive DIFC Courts jurisdiction clause. The Defendants signed and stamped the contract, expressly accepting the jurisdiction of the DIFC Courts as the final and binding authority arising from the contractual relationship."

(b) At paragraph 12 "The DIFC Court has clear and effective jurisdiction over the dispute. The parties expressly agreed to submit all disputes from the contract to the DIFC Courts. The agreement was signed and stamped by both Defendants. There is no jurisdictional issue for the Court to resolve"; and

(c) At paragraph 14 "Furthermore, the DIFC's Court Order dated 19 February 2025 addressed the question of personal contractual capacity. The Claimant notes that the corporate veil between [the Defendant] and [A&J] is artificial in this context: [the Defendant] signed the contract as General Manager of [A&J], issued cheques jointly with the Director (Yousself Awkar), was personally convicted in the Dubai Criminal Court, and exercised personal control over all aspects of the project. The Claimant reserves all arguments in relation to personal liability".

(a) At paragraph 8 recorded that he and the Defendant were parties to the dispute;

(b) At paragraph 9 stated that the dispute stems from the Contract entered into between KSCS and A&J;

(c) Referred to the Order of H.E. Justice Nassir Al Nasser dated 19 February 2025 which recognised that the parties to the Contract were not parties to the dispute;

(d) Stated at paragraph 11 "I believe that both [A&J] and the defendant (in his personal capacity) are liable, especially in light of the loss and damages that I have suffered due to his fraudulent conduct"; and

(e) At paragraph 12 said "However, should the court direct that the claim form and any other pleadings be amended to correctly reflect the parties, I would be willing to comply with this and any other direction".

27. In respect of these points:

(a) There was no original contract agreement binding anyone to have a dispute litigated in the DIFC Courts;

(b) As set out above the only relevant jurisdiction agreement was in April 2022;

(c) That agreement only bound KSCS and A&J;

(d) I return to the issue of the cheques below;

(e) The other matters do not and cannot extend a personal liability to the Defendant in circumstances where it is plain that he was acting for and on behalf of A&J;

(f) There is nothing explaining why the Claimant is entitled to make a personal claim;

(g) The Claimant has at no stage sought to make an application so as to amend the case either to make a claim on the part of KSCS or to add or substitute A&J as a Defendant; and

(h) Given:

(i) That the point as to the correct identity of the parties has been taken by the Defendant from the start;

(ii) That the point was formally pointed by the Court in H.E. Justice Nassir Al Nasser's Order in February 2025; and

(iii) That the Claimant has had numerous opportunities to amend his case;

There is no question of proceeding to consider the entitlement or responsibility of anyone other than the Claimant and the Defendant in the absence of an application to amend which has not been made.

The Relevant History of Disputes in Dubai outside the DIFC

28. The helpful agreed summary of the non DIFC disputes shows that the Defendant and A&J raised three sets of proceedings against the Claimant and KSCS;

(a) Case number 461/2024/1084 on 28 February 2024 in the Dubai Disputes Centre seeking AED 43,100 for AED 35,600 for the alleged project balance and AED 7,500 for additional works plus the return of security cheque No. 149 for AED 37,500. This was terminated when the Claimant and KSCS asserted that the DIFC Courts had exclusive jurisdiction.

(b) Case number 461/2024/4559 on 14 May 2024 following termination of the first reference. This was for the same relief by and against the same parties in the Dubai Disputes Centre and was referred to the Dubai Court of First Instance under case number 42/2024/2349.

(c) This was the referral as set out above. It sought the same relief plus statutory interest at 12%.

29. The third set of proceedings involved:

(a) The appointment of an accounting expert who made recommendations which were accepted in the first judgment below;

(i) A judgment given on 7 May 2025 which, in accordance with the recommendations of the expert

a. Required KSCS to pay A&J AED 7,600 (being the balance found of the original works) but denied any additional payment for the alleged additional works;

b. Found the original works to be complete;

c. Required the return of the security cheque;

d. Provided for interest at 5% and some costs; and

e. Rejected all other claims including claims against the Claimant personally;

(b) A first appeal to the Court of Appeal which gave judgment on 29 July 2025 finding the appeal to be out of time;

(c) An appeal to the Court of Cassation which found that the Court of Appeal had calculated time incorrectly and remitted the matter to the Court of Appeal;

(d) A second hearing in the Court of Appeal which on 7 May 2026:

(i) Found that there was no explicit agreement to resolve the debt by the DIFC and rejected a jurisdictional challenge;

(ii) Rejected any *res judicata* plea; and

(iii) Accepted the original decision and in particular that A&J had fulfilled the original primary contractual works.

30. It is agreed that the second Court of Appeal decision is final and binding and was provided after these proceedings began (and relatively shortly before the trial).

31. There have also been criminal proceedings namely:

(a) A complaint by the Claimant on 10 July 2024 against the Defendant and another in respect of cheque No. 149 (that is the same cheque as referred to in the civil proceedings) on the basis that it was issued from a closed account. This led to a finding of guilt and an order for payment of a fine of AED 5,000 which was paid;

(b) A further complaint against the Defendant of falsifying cheque number 100099 by changing the date from 5 (May) to 6 (June) so as to prevent the cheque being honoured. The Defendant was again found guilty on 15 May 2025.

32. Finally there have been execution court proceedings namely:

(a) KSCS and the Claimant sought recovery of the value of cheque No. 149 (being the one later ordered to be returned in the civil

proceedings);

(b) A&J has sought delivery of cheque No. 149 and payment of the sums found due in the Dubai civil proceedings.

The Claims which can be Brought Personally by the Claimant against the Defendant

33. As set out above, this is a personal claim brought between two individuals.

34. Despite the protracted interlocutory history set out above, there is no pleaded basis upon which it is alleged either:

(a) That the Claimant is generally entitled to recover losses which are the contractual entitlement of KCSC; or

(b) That the Defendant is liable, in general, for any liabilities of A&J.

35. Given the basic principle of separate corporate personality, any such generalised case, even if made, would face substantial difficulties. It follows that it is only if there are individual allegations which set out a basis for personal entitlement (in the case of the Claimant) or personal liability (in the case of the Defendant), that there might be maintainable claims.

36. In principle, as recognised in the interlocutory history of this matter, claims in the tort of deceit might provide a proper basis for such personal liability.

37. It is therefore appropriate to consider such claims with some care. The relevant claims are set out under the heading "Fraud is particularized by objective documentary evidence" at section C of the Re-Amended Particulars of Claim[2]. This made the following allegations

(a) That the Defendant claimed he had insufficient funds and ability to finish the works in a letter dated 8 April 2022;

(b) That, in the same letter, he asserted post dated cheques would secure repayment should the Defendant fail;

(c) That works were being delivered whilst, in truth, funds were diverted and cheques were drawn on closed accounts being cheque Nos. 149, 100098 and 100099.

38. The same matters are substantially repeated at section E of the pleading and in the Claimant's skeleton argument for trial.

39. As to these matters:

(a) The letter of 8 April 2022 sought to explain why it was said the works were delayed and also identified a request for financial assistance;

(b) The only reference to post dated cheques was in relation to fresh air and ecology units for AED 2,000 and AED 4,000 in respect of gas installation;

(c) There was no reference to the larger cheque number 149;

(d) Each of the three cheques has been produced and is made in favour of KSCS;

(e) Cheque number 149 was drawn by A&J for AED 37,500 whilst the other two cheques were made out by the Defendant personally;

(f) KSCS asked its own bank to present the 3 cheques but:

(i) Cheque No. 149, apparently dated 19 September 2023 was returned on the basis that the account was closed;

(ii) Cheque No. 1000099 for AED 4,000 was returned by the bank on the basis of alteration to the date (apparently from May to June of 2022); and

(iii) Cheque No. 1000098 was returned "stale dated cheque".

(g) The Defendant was adamant that the cheques were returned by the Claimant's bank and that the alteration to cheque No. 1000099 was made by the Claimant which appears to be supported by the documents at 1879, 1880 and 1881 of the bundle;

(h) In his witness statement for trial, the Claimant stated in respect of the cheques:

(i) That he had asked the Defendant for an undated cheque for AED 37,500 in about October 2021 as a guarantee cheque (paragraph 32);

(ii) That he had been presented with the other cheques dated 9 May and 15 May 2022 and had been going to be presented with a third post dated cheque but the Defendant had asked the Claimant to use the existing cheque for AED 37,500 (paragraph 42);

(iii) That he presented the two cheques other than the one for AED 37,500 but they were returned on15 December 2022 (see paragraph 47) and that the undated cheque for AED 37,500 was presented and returned on or around 19 September 2023 (see paragraph 48). He went on to state that this was done for failure to complete snags;

(iv) That the cheque for AED 37,500 was "specifically advanced to me in order to provide guarantee against further delay and unforeseen payment" and "in presenting this to me, the Defendant represented that he had sufficient funds to compensate me for my losses";

(v) That "by altering the date on the cheque for amount of AED 4,000 it is clear that the Defendant intended it could be cashed" (paragraph 49); and

(vi) At paragraph 49A "The Defendant's conduct was not merely negligent or incompetent. It involved deliberate misrepresentations made to induce me to enter into, continue with, and make payments under the contract" which was then elaborated further.

40. I consider that the high-point of any case for the Claimant is the cheque no 149 for AED 37,500. This does appear to have been issued on a closed account. Although the account was that of A&J, it was signed by the Defendant and another. It is certainly capable of conveying a personal representation - most obviously that the account on which the cheque was drawn was, at the time of issue, a valid and subsisting one. It might also be capable of conveying or evidencing other representations, for example, that the Defendant had no present intention of taking action to close the account.

41. However, such representations (or anything close to them) are not sought to be relied on by the Claimant. I do not see how it supports the representation alleged that the "Defendant had sufficient funds to compensate me for my losses". The cheque was drawn on an account of A&J and did not convey anything about the Defendant's credit.

42. Furthermore, if there were ever any such representation, it had been withdrawn by April 2022. On the Claimant's own case he was then told that A&J had insufficient funds to finish the work.

43. Further the Claimant makes no attempt to identify the basis upon which he is entitled to recover damages as a result of any fraudulent misrepresentations. The cheque was made out to KSCS and any claim for its dishonour would accordingly be that of KSCS. Any reliance, absent special and pleaded facts would be by KSCS.

44. Finally, it appears that matters in relation to this cheque have been dealt with in the non DIFC Courts of Dubai, at least initially at the instigation of the Claimant or KSCS. The Claimant or KSCS instituted criminal proceedings and has sought payment for the cheque including by way of execution. In response the Defendant (or A&J) has sought and obtained a final judgment from the Dubai Courts ordering the return of the cheque on the basis that it was a guarantee cheque and all works had been completed.

45. No attempt was made by the Claimant or KSCS to seek relief in this Court or by reference to the Judicial Tribunal for resolving Jurisdictional Conflicts between the DIFC Courts and Judicial Bodies in the Emirate of Dubai. The parties must be taken to have agreed to submit the disputes concerning the cheque to the non DIFC Dubai courts. In the circumstances it would, I consider be inappropriate to make orders in relation to this cheque. It follows that I consider that any case for relief based on cheque No. 149 fails.

46. So far as the two other cheques are concerned:

(a) Their origin lies in the A&J letter of 8 April 2022;

(b) By the terms of that letter they appear to have been provided specifically to deal with to items - fresh air and ecology units and gas installation;

(c) I consider it clear that these cheques were originally dated by the Defendant as 9 May and 15 May as is apparent from the documents at 1880 which show the unaltered cheques;

(d) The alteration in date, relied on as an incident of fraud, was therefore not undertaken by or on behalf of the Defendant. Any alteration must have been done after he had passed the cheque to the Claimant and KSCS who made the presentation;

(e) Further the Claimant does not allege a specific entitlement to encash these cheques because of the work to which they relate but rather because of a more general concern in December 2022;

(f) It is plain that these cheques were not returned unpaid by the Defendant's bank but by the Claimant's own bank - which is not the fault of the Defendant;

(g) In the circumstances there is no basis for any case of fraud. If the work for which they were to be provided was not carried out, they would presumably have been encashed in or about May 2022 and there Is nothing to show that they would not have been honoured.

47. In the absence of any viable case of fraud or deceit there is no basis for any finding of personal liability on the part of the Defendant or of personal liability on the part of the Claimant.

48. It is therefore unnecessary to consider in any detail the remaining claims which could only be brought under the contract by KSCS against A&J. However:

(a) Even if the claims had been brought by KSCS against A&J, it would appear that there would have been likely to have been binding findings as a result of the Dubai Court proceedings summarised above which would have prevented the claims (or most of them) being made in these proceedings;

(b) There would have been no possible basis for awarding anything close to the sums sought by way of compensation for delay given:

(i) That KSCS appears to have been responsible for substantial elements (at the least) of delay; and

(ii) That the basis for asserting the claimed loss was wholly unsatisfactory.

49. Standing back from this case and looking at it as a matter of common sense, the idea that any party would incur millions of dirhams of loss as a result of delays to a AED 150,000 Contract is extremely unlikely. KSCS owned the restaurant at all times. If losses of anything approaching the

sums claimed were being incurred as a result of the fault of A&J it is inconceivable that KSCS would not have employed alternative contractors.