THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

BETWEEN

OLGA

Claimant/Respondent

and

ORSOLA

Defendant/Appellant

JUDGMENT OF H.E. JUSTICE THOMAS BATHURST AC KC

UPON the claim having been filed on 2 September 2024 (the "Claim")

AND UPON the Judgment of H.E. Justice Maha Al Mheiri dated 3 June 2025 (the "Judgment")

AND UPON the Defendant's Appeal Notice dated 13 June 2025 seeking permission to appeal the Judgment (the "Permission to Appeal")

AND UPON considering the documents and submissions filed by both parties and recorded on the case file

AND UPON the hearing taking place before H.E. Justice Thomas Bathurst AC KC on 1 October 2025 at which both the Claimant's representative and the Defendant appeared (the "Hearing")

IT IS HEREBY ORDERED THAT:

1. Permission to Appeal is refused.

2. There shall be no order as to costs.

Issued by:
Delvin Sumo
SCT Judge and Assistant Registrar
Date of Issue: 21 October 2025
At: 11am

SCHEDULE OF REASONS

Findings

1. This is an application by the Defendant for permission to appeal and set aside the Judgment made by a judge in the Small Claims Tribunal ordering the Defendant, Mr Orsola, (the "Defendant") pay the Claimant, Mr Olga (the "Claimant") the sum of AED 284,337.80 together with court fees. The money was claimed to be due under a loan agreement dated 8 April 2023.

2. It was contended by the Claimant pursuant to that agreement, the loan amount was transferred to a loan account controlled by a Ms Orina at the direction of the Defendant. The loan has not been repaid.

3. At the Hearing in the SCT the Defendant denied executing a loan agreement. He claimed that his digital signature was fraudulently attached to it. He contended that Ms Orina was the person liable to pay the amount due. The learned Primary Judge rejected this contention. She concluded that the Claimant had established on the balance of probabilities that a loan agreement existed between him and the Defendant. She stated the documentary evidence was consistent with the existence of the loan agreement and the fact that the advances were made was supported by contemporaneous documents and communications.

4. In reaching that conclusion the Primary Judge noted that the Defendant admitted receiving funds from Ms Orina and stated that this fact in conjunction with the loan agreement supported her conclusions. She rejected the Defendant's contention that his signature on the loan agreement was a forgery stating it was not supported by any independent evidence, noting there was no expert report or original contract comparison to support the claim.

5. The Defendant also contended that the agreement was illegal as it provided for the payment of interest. The Primary Judge rejected this contention noting that the choice of law clause in the agreement provided the agreement was to be construed in accordance with the law of England and Wales and that any claim in connection with the agreement was to be referred to and finally settled by the DIFC Courts.

6. At the hearing of the Permission to Appeal application, the Defendant mainly repeated the submissions made by him in the Court below. First, he contended that the Court awarded more than the amount claimed apparently on the basis it exceeded the USD/Dirhams exchange rate. However, the Defendant has not stated what he contends to be the correct exchange rate. To the extent he asked this Court to infer that an

amount of interest was included in the judgment that is contradicted by the fact that the orders made expressly ordered repayment of the principal amount.

7. The Defendant next contended that the Claimant did not provide any evidence indicating the Defendant's indebtedness or payment of any sums to the Defendant. That is incorrect. The loan agreement stipulated that the monies to be advanced (expressed in EUR but ultimately advanced in USD) were to be paid to the bank account of Orina. The evidence submitted showed that was in fact what occurred. There is no evidence of a separate arrangement between the client and Ms Orina which would otherwise explain the payment. Although the Defendant asserted that the moneys were advanced pursuant to a contract between the Claimant, Orina , and her husband, no such contract was tendered in the Court below and contrary to his assertion, it was not supplied in connection with this appeal.

8. The Defendant also repeated his claim of illegality and unenforceability. The Primary Judge was correct in rejecting these contentions, for the following two reasons:

(a) No interest was claimed or ordered.

(b) Neither the law of England and Wales nor the DIFC regulations prohibit the payment of interest.

9. The Defendant finally contended that certain WhatsApp conversations which on their face are supportive of the Claimant, were fabricated. There is absolutely no evidence to support this claim.

10. In these circumstances, Permission to Appeal should be refused.