IN THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

N/A

BETWEEN

OSTIN

Judgment Creditor

and

OLEDA

Judgment Debtor

and

OSPREY

Applicant

ORDER WITH REASONS OF H.E. DEPUTY CHIEF JUSTICE ALI AL MADHANI ON OSPREY'S APPLICATION NOTICE DATED 7 AUGUST 2026 TO STRIKE OUT APPLICATION NO. ENF-185-2025/3 (THE "COMMITTAL APPLICATION") AND FOR COSTS

UPON the Revised Part 50 Order of H.E. Justice Nassir Al Nasser dated 7 May 2026 (the "Revised Part 50 Order")

AND UPON Application No. ENF-185-2025/3 issued on 8 June 2026 by Ostin (the "Judgment Creditor"), seeking committal relief against Oleda (the "Judgment Debtor") and Osprey ("Osprey ") arising from alleged non-compliance with the Revised Part 50 Order (the "Committal Application")

AND UPON the decision of the Conflicts of Jurisdiction Tribunal in Application No. 004/2026 dated 6 July 2026 (the "CJT Decision")

AND UPON the Order of H.E. Deputy Chief Justice Ali Al Madhani dated 22 July 2026 (the "22 July Order")

AND UPON Osprey's Application Notice dated 7 August 2026 seeking: (i) an order striking out, alternatively dismissing, the Committal Application; (ii) her costs of and occasioned by the Committal Application; and (iii) her costs of bringing that application (the "Strike Out Application")

AND UPON the Witness Statement of Ali Al Aidarous dated 7 August 2026 and Exhibit AA1, the Fourth Witness Statement of Magda Kofluk dated 21 August 2026 and Exhibit MK5, the Second Witness Statement of Ali Al Aidarous signed on 31 August 2026 and Exhibit AA2, and the parties' subsequent correspondence and submissions

AND UPON the Judgment Creditor confirming that it does not seek to maintain the Committal Application and is content for it to be brought to an end, while maintaining its position that the Committal Application was properly brought and opposing Osprey's claims for costs

AND PURSUANT TO Rules 38.6-38.8 and Part 52 of the Rules of the DIFC Courts (the "RDC"), and Articles 24(D)(5) and 35 of Dubai Law No. (2) of 2025 Concerning Dubai International Financial Centre Courts (the "DIFC Courts Law")

IT IS HEREBY ORDERED THAT:

1. The Strike Out Application is granted to the extent that the Committal Application is brought to an end.

2. There shall be no order as to the costs of the Strike Out Application.

Issued By:
Delvin Sumo
Assistant Registrar
Date of issue: 25 September 2026
At: 1pm

SCHEDULE OF REASONS

Introduction

1. On 8 June 2026, the Judgment Creditor issued Application No. ENF-185-2025/3 seeking committal relief against the Judgment Debtor and Osprey arising from fifteen alleged failures to comply with the Revised Part 50 Order (the "Committal Application"). The Committal Application sought penal relief against both the Judgment Debtor and Osprey.

2. On 7 August 2026, Osprey filed an application seeking to strike out, alternatively dismiss, the Committal Application and seeking related costs (the "Strike Out Application"). Osprey seeks two distinct categories of costs: first, her costs of and occasioned by the Committal Application; and second, her costs of bringing the Strike Out Application.

3. The Judgment Creditor no longer seeks to maintain the Committal Application and is content for it to be brought to an end, while maintaining that it was properly brought and disputing Osprey's entitlement to costs. The issues before the Court are therefore the appropriate disposal of the Committal Application and the parties' competing positions as to costs arising from the Committal Application and the Strike Out Application.

The parties' positions

4. Osprey submits that, following the CJT Decision and the 22 July Order, the Committal Application should be struck out, alternatively dismissed. She maintains that the Committal Application remained formally extant notwithstanding those decisions and that the Strike Out Application was therefore required to obtain its formal disposal. She further maintains that she is entitled to her costs of and occasioned by the Committal Application and to her costs of bringing the Strike Out Application, on the indemnity basis or, alternatively, on the standard basis.

5. In her correspondence of 4 and 15 September 2026, Osprey maintained the Strike Out Application in full. She stated that she does not consent to the discontinuance or disposal of the Committal Application on the terms proposed by the Judgment Creditor, including on a costs-neutral basis, and requested the Court to determine the Strike Out Application, including the costs consequences arising from the Judgment Creditor's decision not to pursue the Committal Application.

6. The Judgment Creditor maintains that the Committal Application was properly brought on 8 June 2026, when the Revised Part 50 Order remained in force, and maintains its allegations concerning non-compliance with that Order. It nevertheless states that it no longer seeks to pursue the Committal Application. In paragraph 6.1 of Ms Kofluk's Fourth Witness Statement, the Judgment Creditor stated that it did not oppose disposal of the Committal Application and was content for an order disposing of it to be made, whether by consent or otherwise. In its correspondence of 15 September 2026, it confirmed that it is content for the Committal Application to be discontinued.

7. The Judgment Creditor opposes Osprey's claims for costs. It maintains its claim against the Judgment Debtor for the costs of the Committal Application and its claim against Osprey for the costs of responding to the Strike Out Application. In its correspondence of 15 September 2026, it submitted that both heads of costs could be determined as part of the Court's determination of the Strike Out Application.

8. Accordingly, neither party seeks the continuation of the Committal Application. The Judgment Creditor seeks its discontinuance, whereas Osprey maintains that it should be struck out or dismissed pursuant to the Strike Out Application. The parties also maintain competing claims as to the costs of the Committal Application and the Strike Out Application.

9. As to whether an oral hearing is required, the Judgment Creditor stated on 15 September 2026 that it does not consider it necessary for the matter to be listed for a hearing for the purpose of discontinuance. Osprey requested determination of the Strike Out Application at the Court's earliest convenience and stated that, if the Court considers a hearing necessary, she would provide her availability.

Discussion

10. The starting point is RDC 52.25, which provides that a committal application may not be discontinued without the permission of the Court. Following the Registry's request of 15 September 2026, the Judgment Creditor confirmed that it is content for the Committal Application to be discontinued. Osprey likewise does not seek the continuation of the Committal Application, but maintains the Strike Out Application and her claims for costs. The parties are therefore agreed that the Committal Application should not continue; their disagreement concerns the manner of its disposal and the resulting costs consequences.

11. I have considered whether an oral hearing is required. RDC 52.9(4) provides that the Court may not dispose of a committal application without a hearing. That provision must, however, be read together with RDC 52.25, which separately governs discontinuance and requires the Court's permission. The Court is not being asked to determine the Committal Application on its merits or to determine any application for committal. The question presently before the Court is whether the Judgment Creditor should be permitted to discontinue an application which it no longer seeks to pursue. The Judgment Creditor expressly states that it does not consider a hearing necessary for that purpose. Osprey has requested determination of her application and indicated her availability for a hearing if the Court considers one necessary, but she has not insisted upon an oral hearing. Both parties have had the opportunity to state their respective positions in writing. In those circumstances, I am satisfied that the request for permission under RDC 52.25 may properly be determined on the papers.

12. The Judgment Creditor no longer seeks to pursue the Committal Application, and Osprey does not seek its continuation. The Strike Out Application therefore succeeds to the extent that the Committal Application is brought to an end, but no separate determination under RDC 52.22 is required following the discontinuance.

Costs of the Strike Out Application

13. I turn separately to the costs of the Strike Out Application. Before that application was filed, the Judgment Creditor had, on 5 August 2026, proposed that the Committal Application be brought to an end by consent and that the parties jointly seek the Court's directions as to the appropriate procedure. The Judgment Creditor also indicated that, if that course were agreed, it would waive its own costs of the Committal Application. Osprey did not engage with that proposal before filing the Strike Out Application on 7 August 2026.

14. Although formal disposal of the Committal Application required the Court's intervention, I am not satisfied that the costs of the Strike Out Application should be borne by the Judgment Creditor. In circumstances where a consensual route to disposal had already been proposed, it would have been proportionate for Ospreyfirst to engage with that proposal or seek limited directions from the Court before incurring the costs of a substantive application. Equally, the Judgment Creditor did not itself obtain formal discontinuance at that stage. Taking those matters into account in the exercise of the Court's discretion under RDC 38.6-38.8, there shall be no order as to the costs of the Strike Out Application.

Conclusion

15. Accordingly, Osprey's Strike Out Application is granted to the extent that the Committal Application is brought to an end. There shall be no order as to the costs of the Strike Out Application. The parties' separate claims concerning the costs of the Committal Application itself remain for separate determination.