Claim No. CFI-028-2017

THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

BETWEEN

AMIN LAKHANI

Claimant

and

MANISH SRIVASTAVA

Defendant

DEFAULT JUDGMENT OF JUDICIAL OFFICER MAHA AL MEHAIRI

UPON the request made by the Claimant on 24 June 2018 for a Default Judgment (the "Request") in accordance with Rule 13.1 (1) and (2) of the Rules of the DIFC Courts (the "RDC"), it is found as follows:

1. The Request is not one prohibited by RDC 13.3 (1) or (2).

2. The Defendant has failed to file an Acknowledgment of Service or a Defence to the claim (or any part of the claim) with the DIFC Courts and the relevant time for so doing has expired (RDC 13.4).

3. The Defendant has not: (i) applied to the DIFC Courts to have the Claimant's statement of case struck out under RDC 4.16 or for immediate judgment under RDC Part 24 (RDC 13.6(1)); (ii) satisfied the whole claim (including any claim for costs) on which the Claimant is seeking judgment; or (iii) filed or served on the Claimant an admission under RDC 15.14 or 15.24 together with a request for time to pay (RDC 13.6(3)).

4. The Claimant filed a Certificate of Service in accordance with RDC 9.43 on 5 June 2018.

5. The Claimant has followed the required procedure for obtaining Default Judgment (RDC 13.7 and 13.8).

6. The claim is for a specified sum of money and the Request specifies the date by which the whole of the judgment debt is to be paid or the times and rate at which it is to be paid by instalments (RDC 13.9).

7. The DIFC Courts are satisfied that the conditions of RDC 13.22 and RDC 13.23 have been met.

8. The Claimant has submitted evidence, as required by RDC 13.24, that (i) the claim is one that the DIFC Courts have power to hear and decide; (ii) no other court has exclusive jurisdiction to hear and decide the claim; and (iii) the claim has been properly served (RDC 13.23).

ACCORDINGLY IT IS HEREBY ORDERED THAT:

9. The Request is granted.

10. The Claimant is within its right to enforce the Deed of Acknowledgment of Debt and Guarantee dated 24 August 2017.

11. The Defendant is in breach of the undertakings and obligations to repay the Outstanding Liability pursuant to the terms of the Deed of Acknowledgment of Debt and Guarantee.

12. The Defendant is liable to settle the total Outstanding Liability of USD 203,466.89, along with 9% interest (as provided under Practice Direction 4 of 2017), which is payable from the date this Judgment is issued.

13. In the interim, the Defendant shall be prevented from dealing with or disposing of his assets within this jurisdiction and outside of the DIFC.

14. The Defendant is ordered to pay the Claimant legal costs and expenses including court fee incurred in connection with the preparation and conduct of these proceedings should the parties fail to agree, such costs may be assessed by the Registrar of the DIFC Courts.

Issued by:

Ayesha Bin Kalban

Assistant Registrar

Date of Issue: 28 June 2018

At: 12pm