Claim No. CFI 033/2022
CFI 060/2022

THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

BETWEEN

WESTFORD TRADE SERVICES DMCC

Claimant (CFI-033-2022)

WESTFORD TRADE SERVICES (UK) LTD

Claimant (CFI-060-2022)

and

DUBAI INSURANCE CO PSC

Defendant

and

PAUL LEGGETT, in his capacity as liquidator of PHOENIX GLOBAL DMCC

Non-party

ORDER OF H.E. JUSTICE NASSIR AL NASSER

UPON the Defendant's Application No CFI-033-2022/4 dated 7 April 2023 for non-party production of documentation against Mr. Paul Leggett, in his capacity as liquidator of Phoenix Global DMCC (the Liquidator) pursuant to RDC 28.51 and 28.52 (the "Application")

AND UPON the Production Order of H.E. Justice Nassir Al Nasser dated 22 February 2023

AND UPON the Witness Statement of Michael Morris dated 6 April 2023 and Exhibit MM7 dated 6 April 2023, filed in support of the Application

IT IS HEREBY ORDERED THAT:

1. The Application is granted.

2. The Liquidator shall provide to the parties within 14 days of the date this Order, the following documents:

(a) all documents held by the Liquidator and referred to in in the following reports:

(i) review into a Westford invoice to Phoenix Global DMCC, Westford Trade 11894, June 2022;

(ii) review into a Westford invoice to Phoenix Global DMCC, Westford Trade 11893, June 2022; and

(iii) review into a Westford invoice to Phoenix Global DMCC, Westford Trade 11927, June 2022;

including all documents listed at Appendix 2 - "Detailed timeline of events" to those reports; and

(b) the following documents held by the Liquidator and relating to Contract Numbers 11934, 11935 and 11950, as defined in the reasons for the order of H.E. Justice Nassir Al Nasser issued in these proceedings on 22 February 2022:

(i) any correspondence or documents (including invoices, sale and purchase contracts, accounting records, trading system records and ledgers, certificates of sampling and analysis, certificates of cleanliness, certificates of fumigation; certificates of weight and quality, phytosanitary certificates; and certificates of origin) between Phoenix (and any of its sister companies) and the shippers identified in the following Bill of Lading numbers:

(a) in connection with Contract No. 11934: 11-SEN; 12-SEN; 13-SEN; 14- SEN; 15-SEN; 16-SEN; 17-SEN; 18-SEN; 19-SEN;

(b) in connection with Contract No. 11935: 25-SEN; 26-SEN; 27-SEN; 28- SEN; 29-SEN;

(c) in connection with Contract No. 11950: NPI11DUR021; and NPI11DUR022;

(ii) any correspondence or documents (including invoices, sale and purchase contracts, accounting records, trading system records and ledgers, certificates of sampling and analysis, certificates of cleanliness, certificates of fumigation; certificates of weight and quality, phytosanitary certificates; and certificates of origin) between Phoenix, Uno Trading FZE or Westford Trade Services UK LTD or

Westford Trade Services DMCC and referring to the Bill of Lading numbers identified in paragraphs (b) (i) (A) - (C) above.

(iii) any correspondence or documents (including invoices, sale and purchase contracts, accounting records, trading system records and ledgers, certificates of sampling and analysis, certificates of cleanliness, certificates of fumigation; certificates of weight and quality, phytosanitary certificates; and certificates of origin) and the shippers identified in the following Bill of Lading numbers:

(a) in connection with Contract No. 11934: UNO/2020-01-001;

(b) in connection with Contract No. 11935: UNO/2020-01-002;

(c) in connection with Contract No. 11950: UNO/2020-01-003.

(iv) any correspondence or documents (including invoices, sale and purchase contracts, accounting records, trading system records and ledgers, certificates of sampling and analysis, certificates of cleanliness, certificates of fumigation; certificates of weight and quality, phytosanitary certificates; and certificates of origin) between Phoenix, Uno Trading FZE or Westford Trade Services UK LTD or Westford Trade Services DMCC and referring to the Bill of Lading numbers identified in paragraphs (b) (iii) (A) - (C) above (the "Documents")

3. The Documents shall be produced in their native format and, where applicable, must include all attachments to emails.

4. The Defendant shall pay the Liquidator USD 5,000 to cover the forensic IT costs of extracting and producing the Documents.

Issued by:
Delvin Sumo
Assistant Registrar
Date of issue: 27 April 2023
At: 1pm