THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

BETWEEN

TIMOTHY HUGH CHRISTIAN TAYLOR

Claimant

and

ARLETTE JOELLE MARIE MADELEINE YAO AFFI

Defendant

ORDER WITH REASONS OF H.E. JUSTICE SIR JEREMY COOKE

UPON the Order of H.E. Justice Sir Jeremy Cooke on 14 November 2025 (the "Enforcement Order")

AND UPON the Order of H.E. Justice Sir Jeremy Cooke on 3 December 2025 (the "Receivership Order")

AND UPON the Defendant's Application No. ENF-271-2025/2 dated 16 December 2026 seeking an order to set aside the Enforcement Order and the Receivership Order (the "Application")

AND UPON the Claimant's evidence in answer dated 31 December 2025

AND UPON the Defendant's evidence in reply dated 6 January 2026

AND UPON hearing counsel for the Claimant and counsel for the Defendant at a hearing held on 10 March 2026 before H.E. Justice Sir Jeremy Cooke (the "Hearing")

AND PURSUANT TO the Rules of the DIFC Courts (the "RDC")

IT IS HEREBY ORDERED THAT:

1. The Defendant's Application is dismissed

2. The Defendant shall pay the costs of the Claimant of the Application on the indemnity basis, to be the subject of immediate assessment in writing.

3. The Defendant shall file any written submissions in relation to the assessment within 7 days of the date of this Order, not exceeding five pages and the Claimant shall respond thereto within three working days thereafter with written submissions not exceeding five pages.

4. The Court shall issue the Enforcement Order and Receivership Order with the executory formula attached thereto and shall issue Enforcement letters to the onshore Dubai Court requesting execution in accordance with the requirements of the statute and the RDC.

5. The Defendant's contingent application for permission to appeal is refused as having no real prospect of success.

Issued by:
Delvin Sumo
Assistant Registrar
Date of Issue: 11 March 2026
At: 1pm

SCHEDULE OF REASONS

1. The Defendant applies to discharge the Enforcement Order of 14 November 2025 (the "Enforcement Order") and the Receivership Order dated 3 December 2025 (the "Receivership Order") on four grounds as set out in the Defendant's Application dated 16 December 2025 and skeleton argument of 5 March 2026 (the "Application"). In the event, after unfavourable indications from the Court, Counsel for the Defendant did not persist in two of those arguments, namely a failure to provide full and frank disclosure when making the ex parte applications which led to the orders and a public policy argument relating to the undisclosed issue of the Claimant's alleged bigamy which was said to be an offence for non-Muslims in the UAE and which would allow the Court to set aside the Orders on that basis.

2. I can deal with the two issues which were not pursued in oral argument very briefly.

Full and frank disclosure

3. Reference need only be made to the Claimant's first witness statement from paragraph 28 onwards and exhibit THCT 1 and 2, the latter of which the Court was asked specifically to read in the Claimant's skeleton argument. Among the 14 pages of that exhibit were letters of 25 April

2025, 4 August 2025 and 22 September 2025 from the Defendant in which she referred to allegations of fraud relating to a Certificate of No Impediment to marriage dated 25 June 2009 when the Claimant's divorce from his then wife had not been finalised prior to an Ivory Coast marriage ceremony on 6 July 2009 and to the legal status of the marriage formalised on 3 October 2010 in Dubai which was the subject of the divorce proceedings in the English Court and which was concluded after that divorce had been finalised. This Court was therefore well aware of the allegations which were made by the Defendant and which had been pursued in the English proceedings. The English Court orders which are referred to in the ensuing paragraph were exhibited in THCT 1 and any argument based on a failure to disclose the Defendant's allegations relating to fraud and/or bigamy cannot succeed.

Public Policy

4. It is clear that the English Court considered the bigamy allegation and granted the divorce on 30 September 2024 following discussion of this issue in February 2024 at a hearing. The English Court granted the divorce, originally sought by the Defendant specifically in relation to the marriage of 3 October 2010 in Dubai, following her failure to apply for a decree nisi and the Claimant's later petition which that necessitated. No application for nullity was pursued in the context of those proceedings, if indeed that was possible which does not appear to be the case. Despite suggestions that steps have been taken by way of challenge to the English Court orders, permission to appeal them was long since refused. Instead, the English Court has comparatively recently issued a worldwide freezing order against the Defendant in respect of the monetary orders made against her.

5. An anti-suit injunction was granted by the English Court on 23 February 2024 in relation to any proceedings elsewhere than in the English Court specifically in the light of the allegation made at the hearing of that date for the first time that the parties' marriage in Dubai on 3 October 2010 was bigamous. Thereafter, HH J Jacklin KC made two orders in the English matrimonial proceedings on 22 August 2024 which are the subject of the Enforcement Order of this Court dated 14 November 2025.

6. The English Court has therefore determined that there was nothing in the bigamy allegations which were raised at the last moment in the English matrimonial proceedings when financial orders were being made against the Defendant and ordered that the marriage of 3 October 2010 in Dubai was to be brought to an end by its order of 30 September 2024. The irrelevance of the bigamy allegations to the English Court Orders and their lack of substance or validity are matters which have already been considered by the English Court and rejected in the context of the orders made. These matters are therefore res judicata and it is not open to the Defendant to avoid these conclusions by relying on such matters as a matter of public policy in this Court.

Jurisdiction

7. The other two grounds raise matters of jurisdiction and discretion in granting the Enforcement Order and Receivership Order. The latter should have included an executory formula but did not do so. An application was made in writing for that to be done by the Court with the necessary Execution Letter, but this has apparently been held in abeyance pending the decision in this Application to set aside.

8. The fundamental issue as to jurisdiction turns on the effect of Article 31.4 of the new Courts Law 2025. It was submitted on behalf of the Defendant that the Article had to be read in context and in particular in the light of the other provisions of Article 31 and the terms of Article 14 C.2 and Article 15. Reference was then made to various authorities including in particular an anonymized decision of H.E. Nassir Al Nasser in Application No. ENF 185/2005 dated 25 November 2025. The decision Court of Appeal *in Trafigura PTE Ltd v Gupta* [2025] DIFC CA 001 was said to be distinguishable on the basis that it related only to interim measures and specifically the wording of Article 15.4.

Article 31 and the Trafigura decision

9. It did not seem to me that the terms of article 14 C.2 were of much assistance in the construction of Article 31.4. It is Article 14 which sets out the primary substantive Jurisdiction of the DIFC Courts which includes at Article 14.7 *"Claims and applications over which the DIFC Courts have jurisdiction under the DIFC Laws, DIFC Regulations and the legislation in force in the Emirate as well as an international treaty and convention to which the State has acceded or is a party to."* Article 14 C.2 merely provides that the DIFC Courts *"may decline jurisdiction to hear claims in which a final judgement has been issued by any other court and can be enforced within the DIFC"*. This does no more than give the Court discretion to decline jurisdiction over a claim which has already been the subject of a final judgement of another court which is capable of enforcement in the DIFC and does not help in deciding what final judgements of other courts are capable of enforcement in the DIFC.

10. Article 15 is concerned with the DIFC Court's jurisdiction to hear and determine applications for interim or precautionary measures relating to the claims or applications that are characterised in the four subsections of the Article which include Article 15.4 which refers to *"Applications, claims, or current or future arbitral proceedings brought outside the DIFC seeking suitable precautionary measures within the DIFC."* The Court of Appeal in Trafigura determined that this referred to applications for interim or precautionary measures relating to proceedings brought outside the DIFC *"provided that the suitable precautionary measures are taken within the DIFC"* by reference to the correct translation from the Arabic and the intent of the legislation.

11. The key wording which matters for present purposes is to be found in Article 31.4. The Article is entitled *"Jurisdiction of Enforcement Judge inside and outside of the DIFC"*. The opening words state:" *Subject to Article 29 of this Law, the Enforcement Judge shall have jurisdiction over..4. the enforcement of judgements and judicial decisions affixed with the executory formula issued by local or foreign courts, including the Dubai Courts, as well as interim and precautionary orders and decisions issued by local or foreign courts, including the Dubai Courts, and arbitral tribunals, inside the DIFC, and in accordance with the Rules of the Court."* Article 31.4 therefore expressly refers both to final judgements and decisions issued by the local courts as well as interim and precautionary orders issued by them.

12. The Article's heading refers to jurisdiction both inside and outside the DIFC and Article 32 which deals with enforcement by the Dubai Courts, requires the Enforcement Judge to seek the assistance of the Dubai Courts' Enforcement Judge to enforce Writs of Enforcement issued by the DIFC Courts, *"where the object of enforcement is situated outside of DIFC"*, subject to various conditions.

13. On the wording of Article 31.4, the Enforcement Judge has jurisdiction to enforce judgements/judicial decisions, both final and interim (as well as arbitration orders)") *"inside the DIFC"* in accordance with the Rules of Court. There is no reference to any requirement for the presence of assets within the DIFC and the provisions of Article 32 envisage the Enforcement Judge seeking the assistance of the onshore Dubai Courts to enforce Writs of Enforcement in relation to assets situated onshore. Thus, it is envisaged that Enforcement Writs may be issued in the DIFC which relate to assets found elsewhere and nothing which restricts the issue of an Enforcement Order where there are no assets in the DIFC. There is nothing in the wording of the other subsections of Article 31 which assists the Defendant in her arguments.

13.1 Article 31.1 specifically gives jurisdiction for enforcement of judgements and decisions of the DIFC Courts where the subject matter of enforcement is within the DIFC. Similarly, Article 31.6 refers to disputes in all circumstances where the DIFC Court has jurisdiction over the claim or application subject matter of the enforcement writ.

13.2 Article 31.2 and Article 31.3 merely provide additional grounds for jurisdiction in relation to DIFC entities.

13.3 Article 31.1, Article 31.5 and Article 31.7 use the words "within" or "outside" of the DIFC, but this tells one nothing which assists if the interpretation of Article 31.4.

13.4 These provisions say nothing about an Enforcement Order where there are no assets in the DIFC.

14. In the Court of Appeal decision in , the argument centered on interim measures and the Court was clear that enforcement of a foreign judgement inside the DIFC did not require there to be assets in the DIFC (see paragraphs 38 and 108 - 128 of the Appellant's arguments) and paragraphs 127 - 139 for its actual decision. The authorities under the predecessor law to the effect that there was no need for assets within the DIFC for enforcement writs to be granted remains good law under the new statute - see the references to the *Lateef, Carmon, DNB Bank and Banyan Tree* decisions. At paragraphs 115 ff, the Court focused on the arguments under Article 31.4 - and the absence of any need for the existence of assets within the DIFC under the 2025 Court Law and the absence of any requirement for any other territorial nexus. At paragraph 117, the fact that enforcement of foreign judgement "inside the DIFC" (the wording of article 31.4) did not require assets in the DIFC was seen as significant to the textual analysis of Article 15.4. The Court took this is read in the context of the argument about interim measures. Reliance was placed on the *Carmon* decision. The position in relation to final orders must, in my judgement, be a *fortiori* to that for interim measures which was the subject matter of the Court of Appeal decision. It would be bizarre if the Enforcement Principle/ the *Broad Idea* concept apply to interim measures but not to final enforcement orders.

15. The decision of H.E. Nassir Al Nasser in November 2025 does not refer to the Court of Appeal decision in *Trafigura* and in one paragraph states a conclusion that the words *"inside the DIFC"* in Article 31.4 requires there to be assets within the DIFC against which an Enforcement Writ can be issued and on that basis that any examination of a debtor can only proceed in relation to such local assets. Despite valiant attempts to submit that this was consistent with other decisions of the DIFC Court, I was not assisted by any of those decisions and must differ from the conclusion reached in what is essentially an unreasoned decision. There is no basis for the conclusion reached in the light of the Court of Appeal conclusions in *Trafigura* and the reasoning there in relation to interim measures, as set out above.

16. In short, there is no need for assets to be within the jurisdiction for the DIFC Court to recognise and enforce the orders of the English Courts of 22 August 2024 which operated in personam against the Defendants and were annexed as Schedule A to the Enforcement Order of this Court of 14 November 2025. That order made the English Orders enforceable in the same manner as orders of the DIFC Court and restrained the Defendant from carrying out certain actions in relation to property in onshore Dubai and required her to take various steps in relation to the sale of it and payment of sums from the proceeds to the Claimant, with none of which has she complied. She was also required to pay sums of money. None of those orders were per se related to the existence of assets in the DIFC but should monies subsequently come within the jurisdiction of the DIFC, the Enforcement Judgement could be executed against her. The difference between an Enforcement Order and execution is thus exemplified, and the effect of the Defendant's argument is that no such order could be made which would catch assets subsequently coming within the jurisdiction in relation to a final order, although the same could be done in relation to an interim measure. This makes no sense. Moreover, any suggestion that this would constitute some interference with the jurisdiction of the onshore Dubai Court is inconsistent with previous authority and there is no reason why those orders could not be the subject of application to the onshore Dubai Court under Article 32 for execution, if so desired.

The Receivership Order

17. It was argued that the Court's jurisdiction to appoint a receiver by way of equitable execution was only to be exercised where there was some hindrance or difficulty with execution at law and that the Claimant had not showed good reason why a receiver should be appointed because the orders of the English Court could readily be enforced through the Dubai Courts. Execution in Dubai had not proceeded because the Enforcement Order did not bear the requisite DIFC ratification stamp and that was a procedural impediment of the Claimant's own application.

18. There is an air of unreality about this submission because any examination of the history of this matter shows that the Defendant has paid no attention whatsoever to any of the orders of the English Court which have led to the DIFC's Court's order and has breached them in numerous respects in dealing with the property in on shore Dubai, whether or not effected prior to the making of the Enforcement Order and the Receivership Order. Given her misdoings, the only practical way of enforcing the Court's orders was the appointment of a Receiver and the need for urgency appeared in the Claimant's application and has been reinforced by what has since emerged in relation to the encumbrances on the property and the large sums of money which the Defendant appears to have extracted from it without any justification in the light of the orders of the English Courts. The risk of disposal of the property was a real one at the time the Receivership Application was made, as borne out by the actions of the Defendant prior and subsequent thereto.

19. There is no evidence before the Court as to the availability of any comparable form of relief in onshore Dubai and it is notsuggested that the DIFC Receivership Order is incapable of recognition and execution in onshore Dubai. No challenge can therefore be made as to the need for an order of this kind.

20. In the light of the events which have occurred, all the arguments about necessity and lack of proportionality, whether based upon the absence

of any guarantee by the Receiver (but reliance on his professional indemnity cover) or the remuneration afforded to him carry no weight at all. The need for a Receivership Order was plain at the time and has been reinforced by subsequent events. She has no need of protection beyond the terms of the orders made. Any irregularity in procedure does not invalidate the steps taken and is hereby remedied under RDC 4.51 as having no material impact and causing no prejudice to the Defendant.

Conclusion

21. In these circumstances and for these reasons, the Defendant's Application to discharge the Enforcement Order and Receivership Order must be dismissed and the Defendant must bear the costs of the Application. The allegations of fraud and bigamy should never have been made and that conduct in itself is worthy of the imposition of costs on the indemnity basis. That also applies to the argument on public policy. Whilst the argument as to jurisdiction raised questions of law, and Counsel for the Defendant was able to find an authority which runs counter to *Trafigura*, that unreasoned decision cannot stand in the light of the Court of Appeal decision. The Defendant's conduct following the orders of the English Court is reprehensible in the extreme and that alone is sufficient to take this case out of the norm and to require her to pay costs on the indemnity basis.

22. Schedules of costs have been submitted by both parties and the Defendant shall file any written submissions in relation to the assessment of the Claimant's costs within 7 days of the date of this Order, not exceeding five pages. The Claimant shall respond thereto within three working days thereafter with written submissions, again not exceeding five pages.

23. It appears that the DIFC Court has not attached the necessary executory formula to one or both orders that have been the subject of this Application, but it should now do so and I so direct. The Court shall issue the Enforcement Order and Receivership Order with the executory formula attached thereto and shall issue Enforcement letters to the onshore Dubai Court requesting execution in compliance with the statute and rules.

24. Counsel for the Defendant sought permission to appeal in the event that I should be against him with the object of this being conjoined to an appeal which was understood to be pending against the decision of H.E. Nassir Al Nasser. As it appears to me that any such appeal would have no real prospect of success, I decline to give such permission