Claim No. ARB 010/2026

IN THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

BETWEEN

PAUL

Claimant

and

PAXTON

Defendant

ORDER WITH REASONS OF H.E. JUSTICE ROGER STEWART

UPON the Arbitration Claim Form dated 4 February 2026

AND UPON the Claimant's urgent application dated 4 February 2026 seeking an anti-suit injunction supported by the first witness statement of Prince (the "Anti Suit Injunction Application")

AND UPON the Order of H.E Justice Roger Stewart dated 6 February 2026 granting the Anti Suit Injunction Application (the "Initial Order")

AND UPON hearing Counsel for the Claimant at the Return Date Hearing held on 13 February 2026 before H.E Justice Roger Stewart, with the Defendant failing to appear

AND UPON the Order of H.E. Justice Roger Stewart dated 16 February 2026 continuing the Initial Order until further notice (the "Order")

AND UPON the Defendant's Application No. ARB-010-2026/2 dated 30 March 2026 ("the Application") seeking to set aside or vary the Order so as to permit it to pursue annulment proceedings before the Dubai Courts supported by the First witness statement of Preston (the "Defendant's Application")

AND UPON the Claimant's response to the Defendant's Application dated 13 April 2026 together with Exhibits

AND UPON the Defendant's reply to the Claimant's response dated 22 April 2026 together with Exhibits

IT IS HEREBY ORDERED THAT:

1. The Defendant's Application is dismissed.

2. If either party wishes to make an application for costs:

   (a) It should set out the order which it seeks with brief supporting particulars within 7 days from the date of this Order;

   (b) The other party may respond within 7 days; and

   (c) The Court will then consider the position.

Issued by:
Hayley Norton
Assistant Registrar
Date of issue: 21 May 2026
At: 9am

SCHEDULE OF REASONS

1. This is an application by the Defendant, Paxton, to set aside or vary an Anti-Suit Injunction which was initially granted, without notice, on 4 February 2026 in favour of the Claimant, Paul, and then maintained at the return date on 13 February 2026 when the Defendant did not appear.

2. As appears from the history set out below, this application is the latest phase of a long running jurisdictional dispute between the parties. The Claimant's position is:

   (a) that the dispute was and is governed by a valid arbitration clause which the Defendant has sought to circumvent; and

   (b) that it has the benefit of an arbitral award in its favour which it is entitled to enforce.

3. The Defendant's position is:

   (a) That it was initially entitled to seek relief from the Abu Dhabi Courts whose decisions mean that there was no jurisdictional basis for the

Award which has now been made in favour of the Claimant; and

(b) That it is now entitled to seek relief in the Courts of Dubai outside the DIFC in order to seek to set aside the Award.

The Underlying Dispute and the Previous Proceedings

4. The Claimant was the main contractor for works in relation to the construction, completion and maintenance of Emirati Housing Programme Main Contractor Works Package 5, Abu Dhabi pursuant to a Framework Agreement made on 11 November 2019. The Employer was Pascal By clause 15.4 of the main contract, the parties to the main contract submitted to the exclusive jurisdiction of the Courts of Abu Dhabi.

5. The parties accept that by a sub-contract in writing, signed and stamped by each party the Claimant sub-contracted Area 3, 12 villas, to the Defendant for AED 19,634,000 plus VAT. The sub-contract included at Clause 11, a Settlement of Disputes clause in the following material terms

> "Any dispute or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be firstly settled amicably within 14 days from the date of the dispute being notified in writing by either party to the other party, unless settled amicably, the dispute shall be finally resolved by arbitration under the Arbitration Rule of the DIFC-LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The arbitral tribunal shall be a sole arbitrator, only the Main Contractor is entitled to unilaterally nominate the sole arbitrator without the need to confer and obtain the Sub-Contractor's consent. The seat, or legal place, of arbitration shall be Dubai International Financial Centre, Dubai, United Arab Emirates. The language to be used in the arbitration shall be English."

6. The sub-contract also included, as an annexure, the main contract.

7. By decree 34 of 2021, the DIFC-LCIA was abolished and replaced by DIAC.

8. On 6 July 2021, the Claimant purported to terminate the Defendant's employment pursuant to clause 33 of the sub-contract terms and conditions and, according to the Defendant, seized the latter's tools and equipment.

9. On 5 March 2023, the Defendant commenced proceedings in the Abu Dhabi Court of First Instance seeking AED 12,526,903.69 plus interest. The proceedings were commenced against the Claimant, the original Employer and an assignee of the original Employer, Priscilla. The basis of joining all three parties appears to have been alleged linkage between the main contract and sub-contract and the fact that the sub-contract provided that payments to the Defendant should be made within 14 days of the Claimant receiving payments from the Employer.

10. On 25 April 2023, in circumstances which are the subject of dispute, the Defendant obtained judgment from the Abu Dhabi Commercial Court in the total sum of AED 9,666,675.1 plus interest and costs. There were then a series of challenges and appeals in the Abu Dhabi Courts.

11. The Claimant sought the appointment of an Emergency Arbitrator, pursuant to the arbitration clause contained in the sub-contract in order to restrain what it said was a breach of the sub-contract arbitration agreement in issuing proceedings before the Abu Dhabi Courts against the Claimant.

12. On 28 November 2023, the Emergency Arbitrator issued an order which found:

(a) No court had declared the arbitration agreement invalid;

(b) There was no waiver by the Claimant; and

(c) The agreement was not rendered invalid by the Abu Dhabi's Courts acceptance of jurisdiction.

13. She further ordered the Defendant to take immediate steps to stay the Abu Dhabi proceedings and to refrain from taking any further steps therein.

14. The Defendant nonetheless proceeded with enforcement of the Abu Dhabi Court's judgment and obtained AED 9,831,371.75 plus costs of AED 261,226.

15. The Claimant also sought and obtained relief from this Court with it issuing an anti-suit injunction initially on 6 February 2024 with it being made final by an Order with Reasons of 2 May 2024. In his Order with Reasons, H.E. Justice Shamlan Al Sawalehi observed that there appeared to be no ambiguity regarding the arbitration agreement or the jurisdiction of the DIFC Courts.

16. As a result of the enforcement of the Abu Dhabi judgment the Claimant sought damages, in the arbitration which it commenced, for breach of the arbitration agreement and repayment of the sums which it had been obliged to pay as well as other relief.

17. On 8 March 2024, the Arbitration Court of Dubai International Arbitration Centre ("DIAC") appointed Pete as sole arbitrator to determine the dispute between the parties in accordance with Article 12 of the DIAC Rules.

18. As recorded in the Final Award of Mr Pete dated 5 December 2025:

(a) The Claimant sought various reliefs;

(b) Both parties participated in the proceedings before the Arbitrator;

(c) The Defendant persistently challenged the jurisdiction of the Tribunal on the basis that the subject matter of the claims had been determined by the Abu Dhabi Courts and alternatively invited the arbitrator to dismiss the Claimant's claims on their merits;

(d) The jurisdictional challenge was brought on the basis of alleged res judicata by the Abu Dhabi Court decision and the fact that the

Claimant had waived any objection to the same;

(e) The Tribunal issued an Interim Ruling on Jurisdiction dated 23 May 2024 rejecting the Defendant's jurisdictional objections and confirmed the same in the Final Award; and

(f) The Tribunal awarded to the Claimant:

i. The sums which the Claimant had enforced pursuant to the Abu Dhabi judgment;

ii. Additional sums of AED 665,310.43 in respect of the Claimant's final statement of account;

iii. Interest at 5% on the sums awarded; and

iv. Costs and interest.

19. On 3 January 2026, the Defendant issued proceedings in the Courts of Dubai seeking to set aside the Final Award.

20. As set out in the recitals to this Order, the Claimant sought relief in this Court by way of an anti-suit injunction to restrain the proceedings in the Courts of Dubai. That relief was granted on a without notice basis on 6 February 2026 and continued by order on 13 February 2026.

21. Despite these orders, the Defendant appears to have continued to prosecute proceedings in Dubai. On 30 March 2026, the Dubai Court of Appeal refused to set aside the Award on grounds of jurisdiction but the decision remains subject to appeal and the Defendant has not confirmed any intention to abide by the orders of this Court and it remains open to it, subject to the order of this Court, to appeal the decision of the Dubai Cout of Appeal.

22. The Claimant has now sought the enforcement of the Award in the DIFC.

The Grounds of the Application

23. The Defendant seeks the setting aside or variation of the anti-suit injunction on the grounds:

(a) That there is a serious jurisdictional conflict between the Abu Dhabi Courts judgment and the Award;

(b) That the Award improperly interferes with a final and executed court judgment giving rise to public policy concerns under UAE law;

(c) The Anti-suit injunction unjustly restrains the Defendant from pursuing legitimate remedies before what are said to be the competent onshore courts and create a real risk of conflicting judicial outcomes;

(d) There are serious concerns regarding procedural fairness in the arbitration including the unilateral appointment of a sole arbitrator; and

(e) The Claimant failed to make full and frank disclosure in its ex parte application including the existence of the Abu Dhabi judgment and the ongoing Dubai annulment proceedings.

The Claimant's Response to the Application

24. The Claimant resists the application on the grounds:

(a) That the Defendant has breached the Order and appears to seek to continue to do so in that it did not withdraw proceedings in the Dubai Courts;

(b) That it can rely on previous findings of this Court and, in particular, the Order with Reasons of 2 May 2024;

(c) That the individual who has made the witness statement in support of the application is the same individual who is acting for the Defendant in the Dubai Courts; and

(d) There are no grounds to support the suggestion that there was non-disclosure.

The Defendant's Reply

25. In its Reply, the Defendant:

(a) Asserted that the Abu Dhabi judgment was concluded in 2023 and the judgment enforced before 2 January 2024;

(b) Averred that the proceedings in Dubai are a response to the DIAC award;

(c) Said that there was no full explanation of the Abu Dhabi proceedings; and

(d) Challenged the relevance of the evidence put forward by the Claimant.

Discussion

26. The Court is very troubled by the conduct of the Defendant. It appears that it simply ignored the orders of this Court and has done nothing to bring the proceedings in the Dubai Courts to an end. It has neither apologised for nor explained the basis of its conduct.

27. Further it appears that the conduct of the Defendant is contumelious.

28. The Claimant has not brought proceedings for contempt against the Defendant or individuals although it appears as if such proceedings would have a proper basis.

29. The Claimant has, however, averred that the application should be dismissed as a result of the breach of this Court's orders. The Court's view is that it is likely that this would be a proper response to the conduct of the Defendant. The Court will, in appropriate circumstances, not act on the urging of a party which is in contempt of court until the contempt has been purged.

30. The Court has nonetheless considered the substantive grounds upon which the application is made.

31. It considers those grounds to be misconceived for the following reasons:

(a) The Defendant has put forward no grounds upon which it is entitled to challenge the Award in the courts of Dubai;

(b) It is plain that it entered into a sub-contract agreement with an arbitration clause which provided for the supervisory jurisdiction of the DIFC Courts;

(c) It is also plain that the Defendant considers that it has or may have grounds to challenge the validity of the Award including that res judicata precluded it and that the arbitration was procedurally unfair;

(d) That challenge has, however, to be made in the place of the seat of the arbitration, namely the DIFC;

(e) The Defendant is not entitled to issue proceedings in Dubai simply because it would prefer an adjudication there rather than in the DIFC; and

(f) There is no proper ground established as to non-disclosure. It was abundantly plain from the application for an anti-suit application and, indeed, the Award, that the Defendant challenged jurisdiction and had enforced the same before the issue of anti-suit relief by this Court (although after the order of the Emergency Arbitrator). Further it was obvious that the Defendant had issued proceedings in Dubai.

32. It follows that the Application must be dismissed.

33. If either party wishes to make an application for costs:

(a) It should do so with brief particulars of the order sought within 7 days of the date of this Order;

(b) The other party may respond within 7 days; and

(c) The Court will then consider the position.