IN THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

N/A

BETWEEN

OSTIN

Judgment Creditor/Respondent

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 FOR THE COSTS OF AND OCCASIONED BY APPLICATION NO. ENF-185-2025/4 (THE "STAY APPLICATION") AND FOR THE COSTS OF THE PRESENT APPLICATION

UPON the Revised Part 50 Order of H.E. Justice Nassir Al Nasser dated 7 May 2026 requiring, among other things, Osprey to attend a Part 50 examination hearing listed for 29 June 2026 (the "Part 50 Examination Hearing")

AND UPON Application No. ENF-185-2025/4 dated 26 June 2026 filed by Oleda and Osprey seeking a stay of the proceedings in Claim No. ENF-185-2025 pending determination of Application No. 004/2026 before the Conflicts of Jurisdiction Tribunal, the vacation of the Part 50 Examination Hearing, and an order that the costs of that application be paid by the Judgment Creditor (the "Stay Application")

AND UPON the Order of H.E. Deputy Chief Justice Ali Al Madhani dated 26 June 2026 granting the Stay Application to the extent set out therein, staying the proceedings in Claim No. ENF-185-2025 until further order pursuant to Article 7(2) of Decree No. (29) of 2024 and vacating the Part 50 Examination Hearing (the "Stay Order")

AND UPON the Reasons for the Stay Order issued on 3 July 2026 (the "Reasons")

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 lifting the stay and providing that any party seeking further or different relief, consequential directions or any other step in these proceedings must do so by formal application (the "22 July Order")

AND UPON neither the Stay Order nor the Reasons having determined the costs of the Stay Application

AND UPON the Application Notice dated 7 August 2026 filed by Osprey M seeking her costs of and occasioned by the Stay Application, together with the costs of the present application (the "Costs Application")

AND UPON the First Witness Statement of Ali Al Aidarous dated 7 August 2026 and Exhibit AA1; the Fifth Witness Statement of Magda Kofluk dated 21 August 2026 ("Kofluk 5"), Exhibit MK5 and the Judgment Creditor's Statement of Costs dated 21 August 2026; and the Second Witness Statement of Ali Al Aidarous dated 31 August 2026 ("Al Aidarous 2") and Exhibit AA2

AND UPON reviewing the documents filed and recorded on the Court file

AND PURSUANT TO Part 38 of the Rules of the DIFC Courts (the "RDC")

IT IS HEREBY ORDERED THAT:

1. The Applicant's Costs Application dated 7 August 2026 is dismissed.

2. Osprey shall pay 50% of the Judgment Creditor's costs of the present Costs Application, assessed in the sum of AED 7,500.

3. The sum ordered in paragraph 2 above shall be paid within 14 days of the date of this Order.

Issued By:
Delvin Sumo
Assistant Registrar
Date of issue: 30 September 2026
At: 9am

SCHEDULE OF REASONS

Introduction

1. This Order concerns Osprey's ("Osprey " or the "Applicant") application dated 7 August 2026 seeking her costs of and occasioned by Application No. ENF-185-2025/4 dated 26 June 2026 (the "Stay Application"), together with her costs of the present Costs Application.

2. The Stay Application was brought jointly by the Judgment Debtor, Oleda (the "JD"), and Osprey. It sought a stay of these enforcement proceedings pending determination of the CJT Application, the vacation of the Part 50 Examination Hearing listed for 29 June 2026, and an order that the costs of the Stay Application be paid by the Judgment Creditor ("JC"). The JC opposed the stay.

3. By the Stay Order dated 26 June 2026, the Court granted the Stay Application, stayed the proceedings until further order and vacated the Part 50 Examination Hearing. The Reasons subsequently confirmed that Article 7 of Decree No. (29) of 2024 provided the appropriate basis for the stay and that the stay was also consistent with the Court's case management powers and the overriding objective. Neither the Stay Order nor the Reasons addressed costs.

4. The CJT subsequently determined the jurisdictional dispute and, on 22 July 2026, this Court lifted the stay and permitted the Part 50 examination to proceed in respect of Item 1 only. The present dispute therefore concerns the costs consequences of the Stay Application and, separately, the costs of this Costs Application.

The Applicant's Submissions

5. Osprey submits that she was expressly named, together with the JD, as an applicant on the Stay Application and that the Court granted the substantive relief sought notwithstanding the JC's opposition. Relying upon RDC 38.7, she submits that she was the successful applicant and that the ordinary rule that costs follow the event should apply.

6. Osprey further relies upon the fact that the Stay Application expressly sought an order that its costs be paid by the JC. She therefore rejects the JC's contention that costs were not sought and submits that the silence of the Stay Order did not determine a costs claim which had expressly been advanced but was neither granted nor refused.

7. As to RDC 38.55, Osprey submits that it states a general default position rather than a jurisdictional bar and does not prevent determination of a costs claim which was expressly made but left unresolved. She further relies upon paragraphs 5 and 6 of the 22 July Order, which required any further or different relief to be sought by formal application and granted liberty to apply, and says that the present Costs Application follows that procedure.

8. Osprey also rejects the JC's contention that she has no personal entitlement to costs. She relies upon being expressly named as an applicant on the Stay Application and says that she had a distinct personal interest in the relief sought because the Part 50 Examination Hearing required her attendance and examination on oath, the stay extended to the committal application in which she was personally named, and she had shortly beforehand been ordered personally to pay AED 130,000 in costs. She also relies upon the JC having itself sought costs and other relief against her personally in these proceedings.

9. The Applicant seeks the costs of both the Stay Application and the present Costs Application on the indemnity basis. She relies upon the JC's opposition to the stay notwithstanding the pending CJT proceedings, the work said to have been undertaken under significant time pressure, and the manner in which the JC subsequently opposed the Costs Application. She further submits that the present application concerns entitlement and the basis of assessment, rather than immediate quantification, and that questions concerning invoices, allocation, proof of payment and the amount recoverable are matters for assessment if entitlement is established.

The Judgment Creditor's Submissions

10. The JC opposes the Costs Application in its entirety. At the outset, it emphasises that the Judgment Debtor, Oleda ("Oleda" or the "JD"), of which Osprey is the 99% owner and an officer, owes the JC in excess of AED 85 million pursuant to the Dubai Court Judgment and that, to date, not a single dirham of that judgment debt has been paid or recovered through enforcement. The JC says that this context is material to the present application and, in particular, to the identity of the person said to be entitled to the costs claimed.

11. The JC's first legal objection is that the Stay Order and the Reasons made no order as to costs and did not reserve costs. It relies upon RDC 38.55(1), which it submits establishes the general rule that, where an order does not mention costs, no party is entitled to costs in relation to that order. On that basis, the JC says that the costs consequences of the Stay Application were already determined by operation of the Rules and cannot now be reopened by a freestanding costs application.

12. The JC's principal further objection is that Osprey has no personal entitlement to the costs claimed. It relies upon her present Application Notice expressly identifying her capacity as "Non-Party" and submits that her involvement in the enforcement proceedings arose solely from her position as an officer and representative of Oleda. On the JC's case, any costs incurred in connection with the Stay Application were, in substance, costs incurred by or on behalf of Oleda, not Osprey personally. It further submits that any costs properly recoverable by Oleda would be susceptible to set-off against the outstanding judgment debt exceeding AED 85 million, and characterises Osprey's personal application as an attempt to avoid that set-off.

13. The JC also relies upon the timing and limited duration of the Stay Application. It says that the formal application was filed and determined on the papers within a single working day and disputes the Applicant's characterisation of the resulting work as extensive or complex. It further submits that the urgency was of Oleda's own making because the CJT Application was brought only shortly before the listed Part 50 Examination Hearing, notwithstanding that the jurisdictional argument had, on the JC's case, been available materially earlier. The JC relies upon that conduct under RDC 38.8 and 38.9 as a further reason for refusing a costs order.

14. As to the basis of assessment, the JC rejects any basis for indemnity costs. It submits that its opposition to the Stay Application was advanced reasonably and in good faith on arguable legal grounds, including the proper construction of Article 7 of Decree No. (29) of 2024, the Court of Appeal's decision in Lakhan v Lamia, and this Court's own findings issued only two days earlier concerning the alleged conflict of jurisdiction. It says that the subsequent grant of the stay and the later CJT Decision do not retrospectively render that opposition unreasonable. If any costs are awarded, the JC submits that they should therefore be assessed on the standard basis.

15. Finally, the JC challenges the absence of evidence particularising both the quantum and ownership of the costs claimed. It relies upon Osprey's failure to file a Statement of Costs and seeks, alternatively, disclosure of retainers, invoices, the allocation of costs between Oleda and Osprey, proof of payment and any indemnification arrangements. The JC asks that the Costs Application be dismissed and that Osprey instead pay its costs of opposing the application in the sum of AED 15,000. Its Statement of Costs records time charges totalling AED 16,200 but expressly states that recovery is contractually capped at AED 15,000.

The Applicant's Reply

16. In response to the JC's reliance upon RDC 38.55 and its contention that the silence of the Stay Order disposed of the costs question, Osprey submits that costs were expressly sought in the Stay Application itself. She relies upon paragraph 3 of the relief sought in Application No. ENF-185-2025/4, which provided that "[t]he costs of this application shall be paid by the Judgment Creditor", and upon the corresponding provision in the draft order. She therefore maintains that the costs claim was neither abandoned nor determined, but remained unresolved. She further relies upon paragraphs 5 and 6 of the 22 July Order as permitting further relief to be sought by formal application.

17. In answer to the JC's contention that she has no personal entitlement to costs and that any such costs belong to Oleda, Osprey relies upon the fact that she was expressly named as one of the two applicants on the Stay Application and was directly affected by the relief sought. She points to the Part 50 Examination Hearing at which she was required to attend and give evidence on oath, the committal application in which she was personally named, and the personal costs order previously made against her. She further relies upon the JC having itself sought costs and other relief against her personally elsewhere in these proceedings.

18. In response to the JC's related set-off case, including its contention that any costs recoverable by Oleda would fall to be set off against the outstanding judgment debt and that Osprey's application is an attempt to avoid that consequence, Osprey submits that set-off concerns the satisfaction of any costs order rather than the anterior question of entitlement. She further disputes the allegation that her application is an improper device to circumvent set-off and maintains that she and Oleda are separate legal persons.

19. In answer to the JC's reliance upon the brevity of the Stay Application and upon Oleda's alleged delay in bringing the CJT Application, Osprey submits that the fact that the Stay Application was determined within a compressed timetable does not mean that the work undertaken was minimal. She says that the urgency required work to be undertaken concurrently and under significant time pressure. She also disputes the alleged ten- month delay, contending that the territorial limitation had previously been imposed by the Court on 25 November 2025 and was restored only following the Court of Appeal judgment of 6 May 2026, with the CJT Application then filed on 25 June 2026.

20. In response to the JC's submission that its opposition to the Stay Application was reasonable and that indemnity costs are therefore unjustified, Osprey maintains her application for indemnity costs. She relies upon the JC's continued opposition after the CJT Application had been admitted and registered, the manner in which that opposition was advanced, and the subsequent CJT Decision. She also disputes the JC's contention that there is any inconsistency between describing the issues as complex and maintaining that the JC's opposition was unreasonable.

21. Finally, in answer to the JC's objections concerning the absence of a Statement of Costs, retainers, invoices, allocation and proof of payment, and to its request that Osprey instead pay AED 15,000 in costs, Osprey submits that the present application concerns entitlement and the basis of assessment rather than immediate quantification. She says that those matters may be addressed at the assessment stage if entitlement is established. She further characterises the JC's own costs request as responsive relief raised only in answer to her application, rather than relief sought by separate application.

Discussion

22. I have considered the Applicant's case as advanced in Al Aidarous 1 and developed in Al Aidarous 2. It is not disputed that Osprey was expressly named, together with the JD, as an applicant on the Stay Application, that the application expressly sought costs, and that the substantive relief sought was granted notwithstanding the JC's opposition. Those matters do not, however, determine Osprey's status in the underlying enforcement proceedings or establish a personal entitlement to the costs now claimed.

23. Osprey was not, and did not become, a party to the underlying enforcement proceedings by reason of having been named on the Stay Application. Her role under the Part 50 process was that of the JD's representative and officer required to provide information and attend for examination. The underlying enforcement proceedings remained between the JC and the JD, and Osprey's present Application Notice itself identifies her capacity as "Non-Party". Her inclusion as an applicant on the Stay Application did not alter that procedural status.

24. The position must be viewed consistently across the proceedings as a whole. The Dubai Court Judgment is a judgment against Oleda. Before this Court, ENF-185-2025 has throughout constituted enforcement proceedings between the JC, as Judgment Creditor, and Zaya, as Judgment Debtor. Before the CJT, insofar as the Part 50 process was concerned, Osprey continued to be treated as Oleda's representative, the CJT Decision addressing the obligations imposed upon her in that representative capacity. Her being named, together with Oleda, as an applicant on the Stay Application did not alter that underlying procedural status. For the purposes of these enforcement proceedings, that status cannot be recast from representative or non-party to substantive party merely because Osprey was joined to a particular interlocutory application, or because a different costs consequence is later sought. Her joinder as an applicant for the limited purpose of obtaining the stay did not reconstitute the parties to ENF-185-2025 or confer upon her a distinct substantive status which she had not possessed in the underlying Dubai Court proceedings, before this Court, or in the proceedings before the CJT.

25. Osprey's involvement in the Stay Application was undoubtedly direct in a practical sense. The stay vacated the Part 50 Examination Hearing at

which she was required to attend as Oleda's representative and extended to the committal application in which she was named. Those matters explain why she was included as an applicant for the stay. They do not, however, convert her representative involvement into an independent personal status for the purposes of costs. The relevant question remains whether the costs now claimed were incurred by Osprey personally and in a legally distinct capacity, rather than as part of the conduct of Oleda's position in the enforcement proceedings. On the material before me, that distinction has not been established. The contemporaneous correspondence likewise advanced the stay by reference to the enforcement dispute between the JC and Oleda and did not identify any separate personal interest of Osprey.

26. I have also considered the wider context relied upon by the JC and summarised above. In particular, the JC relies upon the fact that Oleda owes in excess of AED 85 million under the Dubai Court Judgment, that the debt remains wholly unsatisfied, and that any costs properly recoverable by Oleda would, on its case, be susceptible to set-off against that debt. It is unnecessary for me to determine the JC's further allegation that the Costs Application was deliberately framed in Osprey's name to circumvent that set-off. The anterior difficulty is sufficient: Osprey has not established the personal costs entitlement upon which this application depends.

27. Nor do I accept that the subsequent CJT Decision renders the JC's opposition to the Stay Application unreasonable. The Applicant places substantial reliance upon her success on the Stay Application and upon the subsequent CJT Decision, including at paragraphs 12 to 16 of Al Aidarous 1 and paragraphs 80 to 84 of Al Aidarous 2. I prefer Ms Kofluk's analysis at paragraphs 52 to 54 of Kofluk 5. At the time of the Stay Application, the JC advanced an arguable construction of Article 7 of Decree No. (29) of 2024, relied upon existing authority and, importantly, upon this Court's own findings issued only two days earlier concerning the alleged conflict of jurisdiction. The fact that the stay was ultimately granted, and that the CJT subsequently determined the jurisdictional issue differently, does not retrospectively render the JC's opposition improper or unreasonable.

28. In light of that conclusion, I do not need to determine the parties' competing submissions as to whether RDC 38.55 independently precludes a later costs order where costs were expressly sought in the underlying application but the resulting order was silent upon them. That issue is fully argued in Kofluk 5 at paragraphs 46 to 48 and in Al Aidarous 2 at paragraphs 32 to 48. The present application fails on the more fundamental ground that Osprey has not established a personal entitlement to the costs claimed.

29. It follows that Osprey's claim for the costs of and occasioned by the Stay Application must be dismissed. Her claim for the costs of this Costs Application, including her claim for assessment on the indemnity basis, necessarily fails with it.

30. I turn to the JC's costs of responding to the present application. At paragraph 71.2 of Kofluk 5, the JC seeks AED 15,000 from Osprey. Its Statement of Costs records time charges totalling AED 16,200 but states expressly that the recoverable fees are contractually capped at AED 15,000. In the exercise of the Court's discretion under RDC Part 38, and having regard to the circumstances of the application, I consider it appropriate that the JC recover 50% of those capped costs.

31. Fifty per cent of AED 15,000 is AED 7,500. Osprey shall therefore pay the JC AED 7,500 in respect of the costs of the present Costs Application, such sum to be paid within 14 days of the date of this Order.