THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

BETWEEN

AHMED MOHAMED EID Al YAHAD AL ZAABI

Claimant

and

AL BUHAIRA NATIONAL INSURANCE COMPANY

Defendant

ORDER OF H.E. JUSTICE ROGER STEWART KC

UPON the amended Case Management Order of H.E. Justice Roger Stewart KC dated on 29 April 2025

AND UPON the Defendant's Application No. TCD-002-2024/2 dated 8 May 2025 seeking a document production order (the "Application")

AND UPON reviewing the Rules of the DIFC Courts (the "RDC")

IT IS HEREBY ORDERED THAT:

1. The Claimant is to produce documents as ordered by the Schedule to this Order by no later than **4pm on Tuesday, 8 July 2025**.

2. The Claimant shall pay the costs of the Application in any event.

Issued by:
Hayley Norton
Assistant Registrar
Date of issue: 1 July 2025
At: 2pm

SCHEDULE

Documents Sought	Reasons for Request	Document Not in Requesting Party's Control and Reasons	Document in Responding Party's Control and Reasons	Reason for Objection	Court's Decision
Request 1: All documents relating to the state of repair of the Vessel as at the time the Claimant purchased the "DAZAZ" (the "Vessel").	The Claimant has been put to proof of this (see paragraph 4 of the Defence). The Defendant also says that when seeking insurance, the Claimant did not inform the Defendant that the Vessel to be the subject of the Insurance Contract was, in fact, a bare hull (see paragraph 29.10 of the Defence).	All such documents would be in the Claimant's possession as they arise as a result of or are related to the ownership of the Vessel.	The documents requested are not in the possession, custody or control of the Defendant. See reasons in previous column.	We confirm that all invoices in our possession have been submitted as part of the case file. As for the existence of other invoices held by certain vendors that we did not obtain, this does not alter the reality of the matter. The use of the yacht was purely personal and not intended for commercial purposes or related to any other entity. Therefore, we were not obligated to collect or retain invoices for the purpose of submitting them later to any party. Consequently, the request submitted in relation to demanding these invoices is nothing but a form of stalling and procrastination. It amounts to nothing more than an attempt to obstruct the proceedings of the case or divert attention from the core of the actual dispute.	Request refused. The documents sought are not narrow and specific but are general in nature.

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Request 2: All documents relating to the state of repair of the Vessel as at the date of the fire and/or explosion on 26 June 2023 ("**the Incident**"). This should include any ongoing logs of repairs that have been carried out.	The Claimant has been put to proof of this (see paragraph 4 of the Defence).	All such documents would be in the Claimant's possession as they arise as a result of or are related to the ownership of the Vessel.	The documents requested are not in the possession, custody or control of the Defendant. See reasons in previous column.	All evidence related to the fire incident, issued by the competent authorities in the United Arab Emirates-represented by the Ministry of Interior and Civil Defense-has been translated. All required documents and procedures have been attached to the case file. Consequently, raising such questions constitutes an unjustified challenge to the credibility of the official entities and to the integrity of the procedures implemented under the laws in force in the country.	Request refused. The documents sought are not narrow and specific.
Request 3: All evidence, including reports obtained, that the Claimant has in his possession relating to the cause of the Incident.	The Defendant says that the cause of the Incident was explosion and/or unseaworthiness and a failure by the Claimant to exercise due diligence (see paragraphs 21 & 38-40). Causation is an issue.	All such documents would be in the Claimant's possession as they arise as a result of or are related to the ownership of the Vessel.	The documents requested are not in the possession, custody or control of the Defendant. See reasons in previous column.	Regarding the boat subject of the lawsuit, where it was stated that it contains a large fuel storage capacity, we affirm that this claim is baseless and contrary to the truth. Clarification of the facts: The boat in question contains only a small fuel tank designated solely for operating the engines. It has no additional fuel storage space, nor any indication that it could be used to transport large quantities of fuel.	Request allowed. If the Claimant has reports identifying the cause of the incident, they should be produced.
Request 4: Documents related to the supply and storage of petrol on board the Vessel. This should include all invoices and receipts relating to the supply of such fuel on board the Vessel before the Incident.	The Defendant says the cause of the Incident was the manner in which the fuel (petrol) was stored on board the Vessel and the use of generators at the material time (see paragraph 38-40 of the Defence). Such documents are relevant to this issue.	All such documents would be in the Claimant's possession as they arise as a result of or are related to the ownership of the Vessel.	The documents requested are not in the possession, custody or control of the Defendant. See reasons in previous column.	We would like to inform you that all the required documents have been previously attached, including the purchase invoice from the company (whether from Bahr Al Azraq or otherwise), as the agreement was made within the company and we were officially handed over the remaining waiver documents. We would also like to clarify that this matter dates back more than two and a half years, and during this period, no personal conversations or WhatsApp messages were requested, nor were they among the requirements at the time. Therefore, we would like to inquire about the reason for requesting these conversations now, after all this time, especially since all procedures were carried out through the company in an official and transparent manner.	Request denied. The request is not narrow or specific and the documents are unlikely to be material.
Request 5: Documents related to the generators on board the Vessel. This should include all invoices and receipts relating to the supply of such generators on board the Vessel.	The Defendant says the cause of the incident was the manner in which the fuel (petrol) was stored on board the Vessel and the use of generators at the material time (see paragraph 38 of the Defence). Such documents are relevant to this issue.	All such documents would be in the Claimant's possession as they arise as a result of or are related to the ownership of the Vessel.	The documents requested are not in the possession, custody or control of the Defendant. See reasons in previous column.	We would like to clarify that the vehicle was insured before the incident occurred, and all required documents and paperwork were submitted to the insurance company without any negligence on our part. At that time, we were not asked to provide any additional requirements, nor was there any indication of missing documents. However, after the incident, we were surprised to be asked for unreasonable and excessive documents that were neither part of the original conditions nor previously requested. We view this approach as a clear evasion of the insurance company's responsibilities and an attempt to find excuses to unjustifiably deny compensation, especially since no valid or logical reason has been provided to justify this refusal.	Request denied. As 4.

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Request 6: All correspondenc e between the Claimant and the persons who sold the Vessel to the Claimant.	This is an issue between the parties. The Defendant says that the Claimant never informed the Defendant that the Vessel was in Deira or Dubai during pre-contractual discussion (see paragraph 29.1 of the Defence). In addition, there is a concern as to who the Claimant purchased the Vessel from. There is a reference to various potential sellers including (Mr. Khaled Hamad Nasser Al Mazrouei, Plosi Marine Company and Blue Sea Marine (see paragraphs 29.2 of the Defence)).	All such documents would be in the Claimant's possession as they arise as a result of or are related to the ownership of the Vessel.	The documents requested are not in the possession, custody or control of the Defendant. See reasons in previous column.	We would like to clarify that the vehicle was insured before the incident occurred, and all required documents and paperwork were submitted to the insurance company without any negligence on our part. At that time, we were not asked to provide any additional requirements, nor was there any indication of missing documents. However, after the incident, we were surprised to be asked for unreasonable and excessive documents that were neither part of the original conditions nor previously requested. We view this approach as a clear evasion of the insurance company's responsibilities and an attempt to find excuses to unjustifiably deny compensation, especially since no valid or logical reason has been provided to justify this refusal.	Request denied. Fishing.
Request 7: All correspondenc e between the Claimant and Mr. Khaled Hamad Nasser Al Mazrouei relating to the sale and purchase of the Vessel.	See the previous request for the reasons.	All such documents would be in the Claimant's possession as they arise as a result of or are related to the ownership of the Vessel.	The documents requested are not in the possession, custody or control of the Defendant. See reasons in previous column.	We would like to clarify that the vehicle was insured before the incident occurred, and all required documents and paperwork were submitted to the insurance company without any negligence on our part. At that time, we were not asked to provide any additional requirements, nor was there any indication of missing documents. However, after the incident, we were surprised to be asked for unreasonable and excessive documents that were neither part of the original conditions nor previously requested. We view this approach as a clear evasion of the insurance company's responsibilities and an attempt to find excuses to unjustifiably deny compensation, especially since no valid or logical reason has been provided to justify this refusal.	Request denied. As 6.
Request 8: All correspondenc e between the Claimant and Plosi Marine Company relating to the sale and purchase of the Vessel.	See Request 6 for the reasons.	All such documents would be in the Claimant's possession as they arise as a result of or are related to the ownership of the Vessel.	The documents requested are not in the possession, custody or control of the Defendant. See reasons in previous column.		Request denied. As 6.

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Request 9: All correspondenc e between the Claimant and Blue Sea Marine relating to the sale and purchase of the Vessel.	See Request 6 for the reasons.	All such documents would be in the Claimant's possession as they arise as a result of or are related to the ownership of the Vessel.	The documents requested are not in the possession, custody or control of the Defendant. See reasons in previous column.		Request denied. As 6.
Request 10: All documents proving the purchase of the Vessel, including all sale and purchase documents (including Bill of Purchase, Contract of Sale, and contract of sale identifying the purchase amount registered with the Ministry of Energy & Infrastructure)	See Request 6 for the reasons.	All such documents would be in the Claimant's possession as they arise as a result of or are related to the ownership of the Vessel.	The documents requested are not in the possession, custody or control of the Defendant. See reasons in previous column.		Request allowed to the extent only of the identified documents namely the Bill of Purchase and Contract of Sale identifying the purchase amount.
Request 11: All documents proving the payment of the purchase price of the Vessel by the Claimant, including bank statements, and any acknowledgem ents from those who the Claimant allegedly paid.	There is no substantial evidence that has been provided showing that the sums of money alleged to have been paid to purchase the Vessel, the engines and other items were ever paid to the Claimant's alleged sellers / suppliers by the Claimant, there being no bank remittances evidencing payments. The Defendant has requested these as the value of the Vessel is an issue (see paragraph 29 of the Defence).	All such documents would be in the Claimant's possession as they arise as a result of or are related to the ownership of the Vessel.	The documents requested are not in the possession, custody or control of the Defendant. See reasons in previous column.		Request allowed only to the extent of the identified documents namely bank statements showing the purchase price or acknowledge ments from those paid by the Claimant.

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Request 12: All documents proving the payment of monies for the repairs and/or refurbishment of the Vessel by the Claimant, including bank statements, receipts and invoices. This should include all payments related to the Claimant completing machinery and equipment and preparing the Vessel for trips.	There is no evidence that has been provided that the sums of money alleged to have been paid to purchase the Vessel, the engines and other items were ever paid to the Claimant's alleged sellers / suppliers by the Claimant, there being no bank remittances evidencing payments. The Defendant has requested these as the value of the Vessel is an issue (see paragraph 29 of the Defence). The Claimant has said in his Particulars of Claim dated 10 July 2024: *"Moreover, the complainant purchased this yacht, completed all its machinery and equipment, and prepared it for use in trips for others and to generate profit so that he and his family could coexist."*. The Defendant requires disclosure in relation to this as it relates to use of the Vessel for profit.	All such documents would be in the Claimant's possession as they arise as a result of or are related to the ownership of the Vessel.	The documents requested are not in the possession, custody or control of the Defendant. See reasons in previous column.		Request denied. Fishing.
Request 13: All documents relating to the repairs and/or refurbishment carried out to the Vessel, including quotations and invoices. This should include all documents related to the Claimant completing machinery and equipment and preparing the Vessel for trips.	The Defendant has requested these as the condition and value of the Vessel is an issue (see paragraph 29 of the Defence). The Claimant has said in his Particulars of Claim dated 10 July 2024: *"Moreover, the complainant purchased this yacht, completed all its machinery and equipment, and prepared it for use in trips for others and to generate profit so that he and his family could coexist."*. The Defendant requires disclosure in relation to this as it relates to use of the Vessel for profit.	All such documents would be in the Claimant's possession as they arise as a result of or are related to the ownership of the Vessel.	The documents requested are not in the possession, custody or control of the Defendant. See reasons in previous column.		Request denied. As 12

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Request 14: Any contract the Claimant had with the marina or the owner of the place at which the Vessel was moored.	The Claimant was under an obligation that the Vessel would not be left unattended whilst not in use (see paragraph 33.1 of the Defence). The Defendant says the Claimant breached this obligation.	All such documents would be in the Claimant's possession as they arise as a result of or are related to the ownership of the Vessel.	The documents requested are not in the possession, custody or control of the Defendant. See reasons in previous column.		Request denied. Fishing.
Request 15: All documents which relate to the seaworthiness of the Vessel	The Defendant says that the cause of the Incident was explosion and/or unseaworthines s and a failure by the Claimant to exercise due diligence (see paragraphs 21 & 38-40 of the Defence). Causation is an issue.	All such documents would be in the Claimant's possession as they arise as a result of or are related to the ownership of the Vessel.	The documents requested are not in the possession, custody or control of the Defendant. See reasons in previous column.		Request denied. The documents sought are not narrow or specific.
Request 16: All evidence showing when the BIL Condition and Value Survey Report dated 08 June 2023 was produced, including any covering email sending it to the Claimant.	The Claimant did not provide to the Defendant the BIL Condition and Value Survey Report dated 08 June 2023 either before or at the inception of the Insurance Contract dated 09 June 2023 (see paragraph 8 of the Defence). The Defendant therefore, requires proof as to when this document came into existence.	All such documents would be in the Claimant's possession as they arise as a result of or are related to the ownership of the Vessel.	The documents requested are not in the possession, custody or control of the Defendant. See reasons in previous column.		Request allowed. The documents sought are narrow and limited.
Request 17: All evidence showing when the repair and refurbishment invoices provided by the Claimant were produced, including any covering email sending them to the Claimant.	The Claimant did not provide invoices relating to repair and refurbishment either before or at the inception of the Insurance Contract dated 09 June 2023. The Defendant therefore requires proof as to when these documents came into existence.	All such documents would be in the Claimant's possession as they arise as a result of or are related to the ownership of the Vessel.	The documents requested are not in the possession, custody or control of the Defendant. See reasons in previous column.		Request allowed. As 16.

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Request 18: All correspondenc e, including emails and proof payments (including copies of relevant extracts if the Claimant bank account) as to the Claimant's alleged purchase of the following items for the Vessel: (i) engines from Mr. Mohammed Ali Ahmed; (ii) equipment purchased for the Vessel such as Garmin GPS, RO Water Purifiers and a raft FLOB life jacket; (iii) purchase and installing of any smoke/heat detectors;(iv) purchase and installing of fire extinguishing system.	The Defendant has raised concerns as to the inconsistencies in relation to this (paragraph 29.5, 29.6, of the Defence) and whether smoke/heat detectors and/or of fire extinguishing system were installed (see paragraph 33.2, 36.3., 36.4 of the Defence).	All such documents would be in the Claimant's possession as they arise as a result of or are related to the ownership of the Vessel.	The documents requested are not in the possession, custody or control of the Defendant. See reasons in previous column.		Request allowed. The documents sought are narrow and specific.
Request 19: Copies of any condition and evaluation survey for the Vessel conducted by ABL and/ or Aries Marine obtained by the Claimant.	It is the Defendant's case that the Claimant warranted that such surveys would be obtained but did not then obtain or provide them prior to the attachment of cover (see paragraph 36.1 of the Defence). If they were obtained then they should be provided, especially as they would be relevant to the condition of the Vessel as well.	All such documents would be in the Claimant's possession as they arise as a result of or are related to the ownership of the Vessel.	The documents requested are not in the possession, custody or control of the Defendant. See reasons in previous column.		Request allowed. If the documents exist they should be produced.
Request 20: Copies of the DMCA or FTA issued registration certificate and/ or inspection report	It is the Defendant's case that the Claimant failed to comply with the subjectivity in the Insurance Contract in that the Claimant had to provide a DMCA or FTA issued registration certificate and/ or inspection report within 15 days from inception of cover (paragraph 36.6 of the Defence). The Claimant is requested to produce these if they exist.	All such documents would be in the Claimant's possession as they arise as a result of or are related to the ownership of the Vessel.	The documents requested are not in the possession, custody or control of the Defendant. See reasons in previous column.		Request allowed. As 19.

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Request 21: Any documents relating to quotations for wreck removal, any work then carried out and/or the current status of the Vessel.	The Defendant has sent three reminders to the Claimant's representative Mr Badr dated 24 August 2023, 04 October 2023 and 05 October referring to quotations for wreck removal. The Claimant has not responded to these and there has been no update as to the current status of the Vessel.	All such documents would be in the Claimant's possession as they arise as a result of or are related to the ownership of the Vessel.	The documents requested are not in the possession, custody or control of the Defendant. See reasons in previous column.		Request allowed. As 19.
Request 22: All documents relating to the registration of the Vessel by the Claimant with the registration department in Ras Al Khaimah.	A warranty was given by the Claimant that *"Warranted UA.E Flag/Registratio n and/ or ownership through-out the policy period"*. The Insurance commenced on 09 June 2023. However, as part of his claim the Claimant has provided a Small Vessel Certificate of Registry which states that the date of registration is 13 June 2023 at Ras Al Khaimah. The Defendant requests the surrounding correspondence confirming this registration.	All such documents would be in the Claimant's possession as they arise as a result of or are related to the ownership of the Vessel.	The documents requested are not in the possession, custody or control of the Defendant. See reasons in previous column.		Request allowed. As 19.